Court File No. 500-11-036133-094

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)

AND IN THE MATTER OF A PLAN OF REORGANIZATION AND COMPROMISE

OF

ABITIBIBOWATER INC.,
AND CERTAIN OF ITS SUBSIDIARIES LISTED IN SCHEDULE "A" TO THE INFORMATION CIRCULAR DATED AUGUST 2, 2010

AMENDED PLAN SUPPLEMENT 6.9(2)

TO THE PLAN OF REORGANIZATION AND COMPROMISE DATED AUGUST 2, 2010

UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA),

AND SECTION 191 OF THE *CANADA BUSINESS CORPORATIONS ACT,*

September 17, 2010

<u>NOTICE OF FILING OF AMENDED CCAA PLAN SUPPLEMENT 6.9(2)</u>

PLEASE TAKE NOTICE that, pursuant to the Plan of Reorganization and Compromise jointly filed by the Applicants pursuant to the provisions of the CCAA and Section 191 of the CBCA (the "**CCAA Plan**") and as set forth in the Information Circular pertaining to a Plan of Reorganization and Compromise under the *Companies' Creditors Arrangement Act* (Canada) and the *Canada Business Corporations Act* involving AbitibiBowater Inc. and certain of its subsidiaries dated August 2, 2010 (the "**Circular**"), this amended CCAA Plan Supplement (the "**Amended CCAA Plan Supplement 6.9(2)**") is to be posted on the Monitor's Website with notice of such posting to be provided to the Service List (as such Amended CCAA Plan Supplement 6.9(2) may be thereafter modified, amended, varied or supplemented in accordance with the CCAA Plan). All capitalized terms not otherwise defined in this Amended CCAA Plan Supplement 6.9(2) shall have the meanings ascribed to them in the Circular.

PLEASE TAKE FURTHER NOTICE that on September 3, 2010 the Applicants filed CCAA Plan Supplement 6.9(2) which set forth the material terms of the New Plans (the "**Initial New Plans**").

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit I are the amended material terms of the New Plans which replace and supersede in their entirety the Initial New Plans.

PLEASE TAKE FURTHER NOTICE that you are advised and encouraged to read this Amended CCAA Plan Supplement 6.9(2) and its Exhibit I in conjunction with the Circular, the CCAA Plan and the Creditors' Meeting Order.

PLEASE TAKE FURTHER NOTICE that a true and complete copy of the Amended CCAA Plan Supplement 6.9(2) is attached hereto.

PLEASE TAKE FURTHER NOTICE that copies of the Amended CCAA Plan Supplement 6.9(2) as well as the CCAA Plan and the Circular may be obtained from the Monitor's website at <u>www.ey.com/ca/abitibibowater</u>.

EXHIBIT I

MATERIAL TERMS OF THE NEW PLAN [1]

(1) Reinstatement of Certain Retirements Benefits

As set forth in the CCAA Plan Supplement 6.9(1), all of the Company's existing non-qualified and non-registered plans (such terminated non-qualified and non-registered plans and programs referred to herein as the "**Terminated Retirement Plans**") shall be terminated and, to the extent applicable, deemed rejected as of the Implementation Date pursuant to section 365 of the Bankruptcy Code.

A. Reinstatement Option for Eligible Employees

Effective as of the Implementation Date, the U.S. Debtors, the Applicants and the Reorganized Debtors[2] will establish non-qualified and non-registered plans, agreements or arrangements (the "**New Plans**") pursuant to which, among other things, all employees and beneficiaries in active status as of the Implementation Date who were entitled to benefits under any Terminated Retirement Plans as of the Implementation Date (the "**Eligible Employees**") will be eligible to receive benefits under the New Plans substantially similar to those benefits available to such employee under the Terminated Retirement Plans, to the extent thereof, provided, however, that: (i) all defined benefits available under the New Plans will be frozen as of the Implementation Date; and (ii) the Eligible Employee must waive and forfeit any and all Claims the Eligible Employee has or may have in the CCAA Proceedings and the Chapter 11 Cases in respect of the Terminated Retirement Plans (collectively, the "**SERP Claims**").

Pursuant to the CCAA Plan, all defined benefits available to Eligible Employees under the New Plans will be frozen as of the Implementation Date. Defined benefits accrued by Eligible Employees under the Terminated Retirement Plans will be reinstated under the New Plans on substantially the same terms and conditions as were earned under the Terminated Retirement Plans, provided, however, that at emergence the Company will not secure or collateralize any funding obligations under the New Plans (and no assurance exists that it will do so in the future), and the identity of the plan sponsors may change. In addition, after the Implementation Date, Eligible Employees will only earn benefits under those New Plans that are defined contribution plans (the "**DC SERPs**") for services rendered after the Implementation Date. The material terms of the DC SERPs are set forth in this CCAA Plan Supplement.

Eligible Employees who retain their SERP Claims may be eligible for benefits under the New Plans, but without receiving any credit under the New Plans for any benefits accrued under the Terminated Retirement Plans.

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[1] This CCAA Plan Supplement summarizes the key terms of the New Plans and is not a substitute for the terms and conditions of the actual New Plans. The pertinent plan documents and applicable agreements will in each case govern in the event of any conflict between this summary and the applicable plan documents and/or agreements. Capitalized terms not defined in this CCAA Plan Supplement shall have the same meaning as set forth in the CCAA Plan.

[2] "**Reorganized Debtors**" shall have the meaning ascribed to such term in each of the CCAA Plan and the U.S. Plan.

B. Reinstatement Option for Eligible Retirees

Pursuant to the CCAA Plan and the U.S. Plan, all retirees, beneficiaries and deferred vested participants, as of the Implementation Date, under the Terminated Retirement Plans (the "**Eligible Retirees**") will be eligible to receive benefits after the Implementation Date substantially similar to those benefits available to such Eligible Retiree under the Terminated Retirement Plans to the extent thereof, without retroactive adjustments; provided, however, (i) that the benefits available to each such Eligible Retiree under the New Plans shall be 10% to 35% lower, depending on the applicable Terminated Retirement Plan, than the benefits available to the Eligible Retiree under the Terminated Retirement Plans at the time of termination thereof, as detailed below, (ii) the benefits available to each such Eligible Retiree under the New Plans shall be subject to an annual per participant cap on benefits in amounts ranging from $40,000 to $50,000 (in the aggregate) in the case of defined benefit Terminated Retirement Plans and corresponding caps in the case of defined contribution Terminated Retirement Plans, depending on the applicable Terminated Retirement Plans, this annual cap being further reduced by any secured pension benefits received or to be received in respect of the Terminated Retirement Plans, as summarized below, (iii) the Company will note secure or collateralize any funding obligations under the New Plans and the identity of the plan sponsor(s) may change; and (iv) that the Eligible Retiree must waive and forfeit any and all claim such Eligible Retiree has or may have in the CCAA Proceedings and the Chapter 11 Cases in respect of the Terminated Retirement Plans (the "**Retiree SERP Claims**").

Eligible Retirees who retain their Retiree SERP Claims will not receive any benefits under the New Plans and will not receive any credit under the New Plans for any benefits accrued under the Terminated Retirement Plans. Eligible Retirees who retain their Retiree SERP Claims will receive distributions in full satisfaction of such Retiree SERP Claims under the Plan to the extent such claims are Allowed.

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The following schedule identifies the Terminated Retirement Plans, the U.S. Debtors and Applicants sponsoring each plan, and the percent-reduction in benefits and annual benefit cap per participant applicable to such plan under the New Plans.

Plans sponsored by AbitibiBowater Inc. and/or Bowater Incorporated or a predecessor company thereof (United States)			
Name of Plan	**U.S Debtor and Applicant Sponsor(s)**	**% Reduction in Benefits**	**Annual per Participant Cap**
Bowater Incorporated Retirement Plan for Outside Directors ("**Bowater Directors**")	Bowater Incorporated	35%	USD $40,000[3]
Supplemental Benefit Plan for Designated Employees of Bowater Incorporated and Affiliated Companies ("**Bowater SERP**")	Bowater Incorporated	35%	USD $40,000
Bowater Incorporated Benefits Equalization Plan ("**Bowater Equalization**")	Bowater Incorporated	35%	USD $40,000
Abitibi Consolidated US Supplemental Executive Retirement Plan (SERP) ("**Abitibi SERP**")	AbitibiBowater Inc. and its U.S. Debtors and Applicants	10%	USD $50,000
Abitibi Building Products Group	Abitibi Consolidated Sales Corporation	35%	USD $40,000
AbitibiBowater Inc. Supplemental Retirement Savings Plan ("**DC SERP**")	The employer of each participant	35%	USD $40,000[3]
Bowater Incorporated Compensatory Benefits Plan	Bowater Incorporated. and AbitibiBowater Inc.	35%	USD $40,000
AbitibiBowater Inc. Outside Directors Deferred Compensation Plan	AbitibiBowater Inc.	35%	USD $40,000[3]

Plans sponsored by Bowater Incorporated or a predecessor company (Cross-Border Debtors)			
Name of Plan	**U.S Debtor and Applicant Sponsor(s)**	**% Reduction in Benefits**	**Annual per Participant Cap**
Senior Executive Retirement Plan (SERP) of Bowater Canadian Forest Products Inc. ("**BCFPI Senior SERP**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Supplemental Retirement Benefit Plan for Grade 28 and over Employees of Bowater Canadian Forest Products Inc. ("**BCFPI SERP 28+**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000

[3] These caps apply to defined benefit plans. Corresponding caps may apply to denied contribution plans.

Plans sponsored by Bowater Incorporated or a predecessor company (Cross-Border Debtors)			
Name of Plan	**U.S Debtor and Applicant Sponsor(s)**	**% Reduction in Benefits**	**Annual per Participant Cap**
Supplemental Retirement Benefit Plan for Grade 27 and under Employees of Bowater Canadian Forest Products Inc. ("**BCFPI SERP 27-**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Régime complémentaire de retraite relatif aux participants du Régime de retraite des salariés non syndiqués (1995) de Bowater Produits forestiers du Canada Inc. (the "**Alliance SERP**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Supplemental Defined Contribution Benefit Plan (2003) for Employees of Bowater Canadian Forest Products Inc. and Bowater Mersey Paper Company Limited ("**BCFPI DC SERP 2003**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000[4]
Supplemental Defined Benefit Plan (2003) for Employees of Bowater Canadian Forest Products Inc. and Bowater Mersey Company Limited ("**BCFPI SERP 2003**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Unfunded Survivor Income Benefits ("**SIB**")	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Other unfunded arrangements (union and non union special pensions) ("**Other BCFPI U**" and "**Other BCFPI NU**") (pensions in payment only)	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Various letters of engagement of Bowater Canadian Forest Products Inc. regarding payout of excess flexible contributions	Bowater Canadian Forest Products Inc.	10%	CDN $50,000[4]
Régime de conversion industriel prévu à la convention collective (Donnaconna, CSN Conventions collectives de 1984 à 2005) (ERIP)	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Régime de conversion industriel de Domtar (Dolbeau, SCEP Local 85 et 252) (ERIP)	Bowater Canadian Forest Products Inc.	10%	CDN $50,000
Bridging Supplement (Thunder Bay Woods, Collective Agreement Local 1-2693, September 1, 2005 to November 30, 2009) (ERIP)	Bowater Canadian Forest Products Inc.	10%	CDN $50,000

[4] These caps apply to defined benefit plans. Corresponding caps may apply to defined contribution plans.

Plans sponsored by Abitibi-Consolidated Inc. or a predecessor company (Canada)			
Name of Plan	**U.S Debtor and Applicant Sponsor(s)**	**% Reduction in Benefits**	**Annual per Participant Cap**
Canadian Supplemental Executive Retirement Plan (SERP) for Executive Employees of Abitibi-Consolidated Inc. (the "**ACI DB SERP**")	Abitibi-Consolidated Inc. and AbitibiBowater Inc.	10%	CDN $50,000
Canadian Defined Contribution Retirement Program for Executive Employees of AbitibiBowater (the "**ABH DC SERP**")	Abitibi-Consolidated Inc. and AbitibiBowater Inc.	10%	CDN $50,000[5]
Management Supplementary Benefit Agreements (the "**MSBAs**")	Abitibi-Consolidated Inc.	10%	CDN $50,000
Senior Management Retirement Plan of Stone-Consolidated (the "**SMRP**")	Abitibi-Consolidated Inc.	10%	CDN $50,000
Régime supplémentaire de retraite des cadres supérieurs désignés de Donohue Inc. (the "**Donohue SERP**")	Abitibi-Consolidated Inc. and AbitibiBowater Inc.	10%	CDN $50,000
QUNO Corporation Supplemental Retirement Plan (the "**QUNO SERP**")	Abitibi-Consolidated Inc. and Abitibi Consolidated Company of Canada	10%	CDN $50,000
Supplemental Plan for Expatriate Employees of Abitibi-Consolidated Inc. (the "**SPEE**")	Abitibi-Consolidated Inc.	10%	CDN $50,000
Supplemental Retirement Plan for Senior Executives of Finlay Forest Industries Inc. (the "**FF SERP**")	Abitibi-Consolidated Inc.	10%	CDN $50,000
Other unfunded arrangements (union and non union ad hoc benefits and union and non union special pensions) ("**Other ACI U**" and "**Other ACI NU**") (pensions in payment only)	Abitibi-Consolidated Company of Canada	10%	CDN $50,000
Early Retirement Incentive Plan (Grand Falls, Memorandum of Understanding	Abitibi-Consolidated	10%	CDN$50,000

[5] These caps apply to defined benefit plans. Corresponding caps may apply to defined contribution plans.

Plans sponsored by Abitibi-Consolidated Inc. or a predecessor company (Canada)			
Name of Plan	**U.S Debtor and Applicant Sponsor(s)**	**% Reduction in Benefits**	**Annual per Participant Cap**
CEP Local 60N- 1999 to 2003) (ERIP)	Company of Canada.		
Re-organization & Manning of paper loading crews (Grand Falls, Effective as of January 1, 1989) (ERIP)	Abitibi-Consolidated Company of Canada	10%	CDN$50,000
Retirement Agreements entered into between Abitibi-Consolidtaed Inc. and J.A. Tory, D. Ward and R. Drouin	Abitibi-Consolidated Inc.	10%	CDN $50,000
Pension bridging provisions and Trigger Bonus (Mackenzie, Collective Bargaining Agreement and the Codification of Local Agreements SCEP Local 402, 2003 to 2008) (ERIP)	Abitibi-Consolidated Company of Canada	10%	CDN $50,000
Letter of Understanding between CACC and Local 1-2995 (Iroiquois Falls Woods, USW, December 1, 2009 to November 30, 2012) (ERIP)	Abitibi-Consolidated Company of Canada	10%	CDN $50,000
Redundancy Measures Program regarding Displaced Employees at IF Division (C.P.U. Locals 90 and 109, Effective June 1, 1982) (ERIP)	Abitibi-Consolidated Company of Canada	10%	CDN $50,000

C. Miscellaneous

The U.S. Debtors', the Applicants' or Reorganized Debtors' performance of any employment agreement, plan or policy that is not terminated under the U.S. Plan or the CCAA Plan will not entitle any person to any benefit or alleged entitlement under any policy, program, or plan that has expired or been terminated before the Implementation Date, or restore, reinstate, or revive any such benefit or alleged entitlement under any such policy, program or plan. Nothing in the U.S. Plan or the CCAA Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans.

Notwithstanding anything to the contrary contained herein, on and after the Implementation Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

(2) Material Terms of DC SERPs

AbitibiBowater Inc. Supplemental Retirement Savings Plan (for grades 29 and above)

Purpose

The AbitibiBowater Inc. Supplemental Retirement Savings Plans (or "DC SERP") helps employees save for retirement. Qualified DC plan contributions are subject to a tax limit, so the DC SERP allows employees to benefit based on his or her full earnings.

The **DC SERP** is an unfunded plan that is paid through the Company's operating expenses and is not governed by pension legislation. The goal of the DC SERP is to provide company contributions to highly-compensated employees for retirement purposes that cannot be received from the AbitibiBowater Inc. Retirement Savings Plan (or "DC plan") due to Internal Revenue Service limitations. In other words, the DC SERP supplements the DC plan benefit.

Eligibility

Employees who are at salary grade 29 or above and are listed on the U.S. payroll participate in the DC SERP as of the date of emergence. Any executive who is hired into or appointed to a position corresponding to salary grade 29 or above after the date of emergence will automatically become a participant in the DC SERP.

An employee will cease to be eligible for any DC SERP contributions as of the date he or she is no longer actively employed in a position corresponding to salary grade 29 or above. If an employee moves to a position corresponding to salary grade 28 or below, he or she will be covered only under the DC plan.

There are approximately 23 eligible employees.

Contributions

Contributions are allocated to 2 plans under the DC retirement program:

- The DC plan, for total employee and Company contributions up to Internal Revenue Service limits; and
- The DC SERP, for Company contributions in excess of Internal Revenue Service limits as well as some additional Company contributions.

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AbitibiBowater Inc. Supplemental Retirement Savings Plan

Contributions

Contribution levels for the DC SERP are as follows:

	Company Contributions
Basic	6.5% of eligible earnings Minus Company contributions to the DC plan
Match	4% of eligible earnings Minus Maximum Company match in the DC plan
Additional ▸ For executives at salary grade 43 and above reporting to the CEO ▸ For the CEO	 10% of eligible earnings 12% of eligible earnings

Eligible earnings

Eligible earnings include base salary, as well as the paid bonus under annual incentive plans. The paid bonus excludes any special bonuses unless authorized by the Company.

Tax Limit

The sum of employee and Company contributions to the DC plan is subject to the limit prescribed by the Internal Revenue Service. The limit for employee contributions is $16,500 while the limit for the sum of employee and Company contributions is $49,000 for 2010. Moreover, contributions can not be made on any compensation above $245,000. These amounts are expected to rise annually in future years.

Program Overview

Vesting	Participants become fully vested in Company contributions upon three Years of Service. Excess Matching Contributions credited before January 1, 2009 and Company contributions associated with salary deferrals (before January 1, 2009) are fully vested.

How Money Grows	Participants allocate their contributions (in whole percentages) to investment funds made available by the Plan Administrator. Individual Participant Accounts grow at the cumulative rate of return recognized by the portfolio created by their investment elections.
Termination of Employment or Retirement	After an employee leaves the Company, his or her vested DC SERP is paid in cash, less applicable taxes. It is paid out in 2 equal payments at 6 months and at 12 months after the employee leaves the Company.
Death Benefits	‣ If the employee dies before leaving the Company, his or her spouse or beneficiary will receive a lump-sum payment equal to 100% of the DC SERP account in cash, less applicable taxes. ‣ If the employee dies after leaving the Company, but before having received the amount to which he or she was entitled when leaving the Company, the employee's spouse or beneficiary will receive any remaining payments that he or she would have been entitled to receive had death not occurred. This amount is paid in cash, less applicable taxes.
Disability	If the employee becomes disabled, he or she will receive a lump-sum payment equal to 100% of the DC SERP account in cash, less applicable taxes.

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abitibi bowater

Defined Contribution (DC) Retirement Program- (DC plan and DC SERP for grades 29 and above)

Purpose

The defined contribution (DC) retirement program (or "retirement program") helps employees save for retirement. It consists of 2 plans: the defined contribution plan (or "DC plan") and the defined contribution supplemental executive retirement plan (or "DC SERP"). DC plan contributions are subject to a tax limit, so the DC SERP allows employees to benefit based on his or her full earnings.

The **DC plan** is a registered plan, which means that it is funded and governed by pension legislation. Employee contributions, along with the Company's matching contributions, are deposited in an individual account and allocated to investment funds that the employee chooses.

The **DC SERP** is an unfunded plan that is paid through the Company's operating expenses and is not governed by pension legislation. The goal of the DC SERP is to provide benefits to highly-compensated employees, whose retirement savings would otherwise be limited in the DC plan by the the *Income Tax Act (Canada)* maximum. In other words, the DC SERP supplements the DC plan benefit.

Eligibility

Employees who are at salary grade 29 or above and are listed on the Canadian payroll participate in the DC retirement program as of the date of emergence. Any executive who is hired into or appointed to a position corresponding to salary grade 29 or above after the date of emergence will automatically become a participant in the DC retirement program.

An employee will cease to be eligible for any DC SERP contributions as of the date he or she is no longer actively employed in a position corresponding to salary grade 29 or above. If an employee moves to a position corresponding to salary grade 28 or below, he or she will be covered only under the DC plan for grades 28 or below.

There are approximately 40 eligible employees.

Contributions

Contributions are allocated to 2 plans under the DC retirement program:

- The DC plan, for total employee and Company contributions up to *Income Tax Act (Canada)* limits; and
- The DC SERP, for Company contributions in excess of *Income Tax Act (Canada)* limits.

Employees must make contributions to the retirement program equal to 5% of eligible earnings up to the Compensation Limit (U.S.A.). The Compensation Limit (U.S.A.) is set by the Internal Revenue Service (U.S.A.) and is equal to $245,000 for the year 2010; it is expected to rise annually in future years. These contributions are allocated to the DC plan.

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Defined Contribution (DC) Retirement Program

Contributions

Contribution levels are as follows:

Contributions	Employee Contributions	Company Contributions
Basic	5% of eligible earnings*	10.5% of eligible earnings
Additional		
▸ For executives at salary grade 43 and above reporting to the CEO	None	10% of eligible earnings
▸ For the CEO	None	12% of eligible earnings

* Up to the Compensation Limit (U.S.A.)

Company contributions are first deposited in the DC plan up to *Income Tax Act (Canada)* limits. Any amount that exceeds *Income Tax Act (Canada)* limits is then allocated to the DC SERP.

Eligible earnings

Eligible earnings include base salary, as well as the paid bonus under annual incentive plans. The paid bonus excludes any special bonuses unless authorized by the Company.

Tax Limit

The sum of employee and Company contributions to the DC plan is subject to the limit prescribed under the *Income Tax Act (Canada)*. The limit is $22,450 for 2010. This amount is expected to rise annually in future years.

Program Overview

Vesting

DC plan

Employees are immediately fully vested in the DC account.

DC SERP

Vesting is gradual and depends on age. An employee becomes fully vested upon an involuntary termination without cause or upon death.

The vesting schedule for the DC SERP is as follows:

Vested %	Age
50%	Younger than 55
70%	55
80%	56
90%	57
100%	58

Non-Compete / Confidentiality Provisions	The right to receive any money from the DC SERP is subject to the terms of the non-compete / confidentiality provisions stipulated under the DC SERP plan text.
How Money Grows	**DC plan** Contributions to the DC plan are deposited in an individual account and allocated to investment funds that the employee chooses. The funds accumulated in an employee's DC account vary over time, depending on the amount of contributions made and investment returns, which can be positive or negative. A range of investment funds are offered in the DC plan to meet employee needs and risk and reward objectives. **DC SERP** Employees do not have investment options in the DC SERP. Each year, the Company will allocate interests to DC SERP accounts at a rate equal to the average rate of return on the balanced funds offered in the DC plan during the year. However, in the year of termination of employment, interest will be allocated as if the contributions for the year were made at mid-year.
Termination of Employment or Retirement	**DC plan** ▸ At termination of employment, an employee can transfer the DC account balance to a locked-in retirement savings plan on a tax-sheltered basis. ▸ Upon retirement, the income will depend on the following factors: - The account balance at retirement (employee contributions, Company contributions, and investment income); - The age when the employee chooses to start receiving his or her retirement payments; and - The authorized retirement income plan chosen by the employee. This could be a life annuity, a life income fund (LIF), or a locked-in retirement income fund (LRIF). LIFs and LRIFs are similar to investment accounts, from which withdrawals can be made each year, subject to legislated minimums and maximums. **DC SERP** After an employee leaves the Company, his or her vested DC SERP is paid in cash, less applicable taxes. It is paid out in 2 equal payments after the employee has left the Company; at 6 months and at 12 months.

Defined Contribution (DC) Retirement Program

Death Benefits	**DC plan** ▸ If the employee dies before transferring the funds in the DC account out of the Plan, his or her spouse or beneficiary will receive the account balance. ▸ If the employee dies after transferring the DC account out of the Plan, his or her spouse or beneficiary will receive the amounts payable under the terms of the life annuity, locked-in retirement savings plan, or authorized retirement income plan previously chosen by the employee. **DC SERP** ▸ If the employee dies before leaving the Company, his or her spouse or beneficiary will receive a lump-sum payment equal to 100% of the DC SERP account in cash, less applicable taxes. ▸ If the employee dies after leaving the Company, but before having received the amount to which he or she was entitled when leaving the Company, the employee's spouse or beneficiary will receive any remaining payments that he or she would have been entitled to receive had death not occurred. This amount is paid in cash, less applicable taxes.
Disability	▸ If the employee becomes disabled and is entitled to benefits under the Company's short-term disability plan, the employee and the Company will continue to contribute to the DC Retirement Program during this period. ▸ If the employee becomes disabled and is entitled to benefits under the Company's long-term disability plan, the Company will continue to make its basic and optional contributions to the employee's account of the DC Retirement Program, as well as the contributions he or she was making the day before the start of disability leave. ▸ Contributions will be based on the employee's eligible earnings before the start of disability leave.

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