

Pension Plan Trust Agreement

THIS TRUST AGREEMENT made the first day of December, 1991.

BETWEEN:

SIMON FRASER UNIVERSITY

(the "University")

OF THE FIRST PART

AND:

Elio Fata  
Howard Gabert  
J.E Richard Johnson  
Warren Parsons  
Roger Ward  
William A. Yule

(the initial "Trustees")

OF THE SECOND PART

WHEREAS:

A. The University established Canada-based pension plans in the month of July, 1969 to provide pension benefits for members of its Administrative and Union personnel;

B. Trust Agreements were made and entered into in the month of July, 1969, between the University and the persons then appointed as trustees, to create the trusts and to establish the terms under which the trusts and pension plans would be administered;

C. The individual trusts and plans established in 1969 were combined into a single trust fund and pension plan in the month of January, 1988;

D. A Memorandum of Agreement signed June 28, 1990 by the University and the Employee Organizations calls for the establishment of a Board of Trustees, changes to the pension benefits, and specifies that amendments to the pension plan text and trust document shall occur;

E. The University and the Trustees desire to provide for the continued administration of the pension plan by the Trustees who have agreed to receive and hold the Contributions in trust, upon the terms and conditions which are set forth in the following;

IN CONSIDERATION of the promises and agreements contained in this document, the parties agree as follows:

ARTICLE 1:  
DEFINITIONS

1.01 "Administrator" means

The person, firm or corporation appointed by the Trustees under this Agreement to be the "Administrator" for the purposes of this Agreement.

1.02 "Agreement" means

This trust agreement as it may be amended from time to time, but does not include the Plan.

1.03 "Board of Governors" means

The persons who from time to time comprise the boards of governors of the University or any successors to those boards of governors.

1.04 "Contributions" means

Payments made, or to be made, to the Fund by the University in accordance with the provisions of the Plan or its predecessor plans.

1.05 "Employee Organizations" means

The Administrative and Professional Staff Association of Simon Fraser University, the Association of University and College Employees Local 2, the United Brotherhood of Carpenters and Joiners of America, Local 1251 et. al. (Poly Party) and any of their successor representatives of employees of the University.

1.06 "Fund" means

The funds created by the University in 1969 pursuant to the Pension Plans for the Administrative Staff and Union Personnel of Simon Fraser University which were combined into a single fund in the month of January 1988, and means generally the monies and

other items of value which comprise that combined single fund and includes the Contributions hereafter made and all accretions to, and all proceeds of investment of, such money, items of value and Contributions.

1.07 "Member" means

Any member of the Plan.

1.08 "Plan" means

The Pension Plan for Administrative Staff and Union Personnel of Simon Fraser University attached as Schedule "A" to this Agreement and any amendments thereto.

1.09 "Trustees" means

The persons designated in this Agreement to administer and manage the affairs of the Fund and includes any successor Trustees who are appointed as such, and who accept such appointments, pursuant to the provisions of this Agreement, until his death, incapacity, resignation, inability to serve or removal as herein provided.

1.10 University Business Days

A University Business Day means any day except a Saturday, a Sunday, a statutory holiday in British Columbia, and any other day that the University's Burnaby Mountain campus is officially closed.

1.11 General Application

The definitions as set out in this article shall apply to this Agreement and to any motions, by-laws and rules adopted under this Agreement, except as may otherwise specifically be provided.

ARTICLE 2:  
THE TRUST AND THE FUND

2.01 Purpose of the Trust

The Trust was established and is continued solely for the purpose of providing pension benefits, and paying the costs of operation and administration of the Fund (including the expenses of the Trustees), in each case in accordance with this Agreement

and as provided for in the Plan, from the Fund established for that purpose.

## 2.02 Continuance of the Fund

The Fund was established and is hereby continued and the University agrees to transfer to the Trustees all assets of the Fund which are in the possession or control of the University at the date of execution and delivery of this Agreement, to be held by the Trustees in trust in accordance with the terms of this Agreement.

## 2.03 Name of Trust Accounts

All monies received by the Trustees as part of the Fund shall be deposited by them in one or more banks, trust companies, credit unions or other financial institutions which receive deposits, as the Trustees may designate for that purpose. All such accounts shall be opened in the name of the "Trustees of the Pension Plan for Administrative/Union Staff of Simon Fraser University".

## ARTICLE 3: TRUSTEES

### 3.01 Number of Trustees

The number of Trustees shall be six (6). The Trustees initially appointed by the Board of Governors for the purposes of this Agreement are as follows:

- (1) Elio Fata
- (2) Howard Gabert
- (3) J.E. Richard Johnson
- (4) Warren Parsons
- (5) Roger Ward
- (6) William A. Yule

### 3.02 Administration

The operation and administration of the Fund shall be the joint responsibility of the Trustees appointed from time to time.

### 3.03 Acceptance of Trusteeship

Each Trustee upon signing this Agreement or in the case of a successor Trustee, upon signing and filing with the Administrator, the other Trustees and the University, an Acceptance of Trust substantially in the form set forth in Schedule "B" attached hereto, shall be deemed to accept the trust continued and established by this Agreement and consent to act as a trustee strictly in accordance with the provisions of this Agreement and the Plan.

### 3.04 Term of Trusteeship

Each Trustee named above and each successor Trustee shall be appointed for a three (3) year term (unless appointed for the balance of the term of a person ceasing to act as a Trustee) and shall continue to serve until the end of his term unless prevented from doing so prior to such time through his death, incapacity, resignation, inability to serve or removal as herein provided. Any Trustee shall be eligible for reappointment.

### 3.05 Composition of Board of Trustees

The number of Trustees shall be determined at six (6), each of whom shall be appointed by the Board of Governors upon the recommendation of the President of the University. At least three (3) of the Trustees shall be members of the Employee Organizations, one from each Employee Organization, who shall have been appointed following nomination for the position by each of the Employee Organizations. If prior to the expiry of his term, a Trustee ceases to act as a trustee hereunder for any reason, a successor shall be appointed in accordance with this section and section 3.08 for the balance of that term.

### 3.06 Removal of Trustees

A Trustee may be removed by the Board of Governors upon recommendation of the President, but a Trustee appointed on the basis of a nomination by the Employee Organizations may only be removed by the Board of Governors with the concurrence of the Employee Organizations. A Trustee so removed shall be fully discharged from all future duties, responsibilities and liabilities respecting this Agreement, effective as of the date that notice of removal was given to him.

### 3.07 Conveyance of Property

Every person ceasing to be a Trustee, at the time of so ceasing, shall be deemed to have conveyed, assigned, transferred and made over to the remaining Trustees any and all the rights and property of the Fund held by that person. If requested to do so

by the remaining Trustees, the person shall expressly convey, assign, transfer and make over to the remaining Trustees any and all of the rights and property of the Fund held by that person as the remaining Trustees may direct. Each Trustee, by signing this Agreement or an Acceptance of Trust substantially in the form of Schedule "B", constitutes and appoints the remaining Trustees as his attorneys, to sign on his behalf and in his name, in the event of his ceasing to be a Trustee, all documents and deeds, under seal or otherwise, which are contemplated by this Agreement. The remaining Trustees shall take the place of the person who ceased to be a Trustee, until such time as a successor Trustee is appointed.

### 3.08 Successor Trustees

In the event that the term of appointment of any Trustee expires or any Trustee dies, becomes incapacitated or unable to serve, resigns or is removed, a successor Trustee shall be appointed by the Board of Governors, in accordance with the provisions of section 3.05, within sixty (60) calendar days from the date of such incapacity, resignation or removal.

Any successor Trustee shall, immediately upon appointment as a successor Trustee and upon delivery to the Administrator, the other Trustees and the University of his acceptance in writing in the form of Schedule "B", become vested with all the property, rights, powers and duties of a Trustee under this document, with the same effect as if he had originally been named as a Trustee, without the execution of any conveyance, assignment or transfer or other documents whatsoever. Should the number of Trustees fall below five (5) for any reason whatsoever, the trust shall continue and survive but any business conducted by the Trustees must receive unanimous approval until there are at least five (5) Trustees.

### 3.09 Validity of the Trustees Actions

Though it is subsequently discovered or determined that some defect existed in the appointment, removal or qualification of any Trustee, all acts and proceedings of the Trustees which were done and carried out in good faith, at any time while such a defect existed, shall nonetheless be valid and effective.

### 3.10 Compensation of Trustees

The Trustees shall not receive any form of compensation for the performance of their duties as Trustees. The Trustees shall be reimbursed by the Fund for all reasonable and necessary expenses which have been incurred by them in the performance of their duties, provided however that the Trustees shall have determined that such expenses have been reasonable and necessary in the performance of such duties.

ARTICLE 4:  
MEETINGS

4.01 Meetings of Trustees

- (a) The Trustees shall meet as promptly as possible after the execution and delivery of this Agreement;
- (b) The Trustees shall meet at least quarterly or at any greater frequency as the Trustees deem necessary;
- (c) Any one (1) of the Trustees, may call a meeting of the Trustees by giving written notice to all other Trustees, of the time and place of such a meeting, with at least ten (10) University Business Days' notice before the date set for such a meeting. At any meeting at which all Trustees are present, the Trustees may by unanimous decision waive the notice requirements for a meeting, and such a meeting shall be valid without the giving of notice; and
- (d) In lieu of holding a special meeting for a single business item, a motion may be circulated by written notice. In order for the motion to pass, all Trustees must vote and a unanimous affirmative result must occur.

4.02 Quorum for Meetings

A quorum for the lawful conduct of the business at the meetings of the Trustees shall be four (4) Trustees.

4.03 Appointment of Chair and Secretary

The Trustees shall appoint one of the Trustees to serve as chair and one as secretary, provided that if the chair and/or secretary are not present at any meeting, the Trustees present shall select another in his place for the purposes of that meeting. The secretary shall have the responsibility for the preparation and safekeeping of the minutes and other documents of the Trustees.

4.04 Rules and By-Laws

The Trustees may establish, modify and revoke procedural rules and by-laws governing, amongst other things, the conduct of meetings but any rules and by-laws shall be subject to the provisions of this Agreement.

#### 4.05 Voting by Trustees

Unless otherwise provided in this Agreement, all decisions of the Trustees shall be by majority vote of the Trustees present at the meeting. The chair shall be entitled to vote once on all motions, and in the event of a tied vote, the motion shall fail.

#### 4.06 Minutes of Trustees' Meetings

The minutes of Trustees' meetings need not be verbatim, but shall be sufficient to indicate the matters discussed, the decisions made and the votes taken. The minutes shall record those present, the location of the meeting, the time it began and concluded and the approval or amendment of the minutes of the previous or any other meeting. The secretary of the Trustees shall provide the Personnel Department of Simon Fraser University with a copy of the approved minutes of each meeting of the Trustees, of each amendment to any of those minutes, and of each motion unanimously passed pursuant to section 4.01 (d), certified to have been so passed (a motion so certified to be part of the Trustees' minutes). A copy of the minutes of each meeting of the Trustees shall be available for inspection by any Member at the Personnel Department of Simon Fraser University during its regular business hours.

### ARTICLE 5:

#### POWERS, DUTIES AND OBLIGATIONS OF TRUSTEES

#### 5.01 Right to Obtain and Rely Upon Assistance

The Trustees are authorized and empowered to hire employees and to engage legal counsel, investment counsel, administrative, accounting, actuarial, clerical and other assistance or employees, as in their sole discretion they find necessary or appropriate in the performance of their duties and to pay the costs incurred out of the Fund.

#### 5.02 Interpretation of the Agreement

The Trustees shall have the power to interpret the provisions of this Agreement and to act thereon, and any interpretation adopted by the Trustees in good faith shall be binding upon the University, the Employee Organizations, Members and their families, dependants, beneficiaries and any legal representatives.



### 5.03 General Powers

The Trustees shall have the powers of trustees in accordance with the laws of the Province of British Columbia and those specific powers set forth as follows:

- (a) to administer the Fund on behalf of the Members;
- (b) to authorize and make payments from the Fund solely for a purpose specified in section 2.01;
- (c) to enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration of the Fund in accordance with this Agreement and the Plan;
- (d) to pay out of the Fund all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon, or in respect of, the Fund or any money, property or securities forming part of the Fund;
- (e) to invest and reinvest the principal and income of the Fund without distinction between principal and income in such investments as the Trustees may select in their sole discretion (or may cause to be selected on their behalf), and which at the time of investment are not inconsistent with or prohibited by any applicable statute, rule or regulation that may have been adopted or promulgated by a governmental authority having jurisdiction over the Plan or Fund and that is then in effect; provided that the Trustees shall not be limited to investments authorized by the Trustee Act R.S.B.C. 1979, c. 414 and amendments thereto;
- (f) to pay from the Fund all reasonable expenses of administering the Fund and the Plan;
- (g) to commence and defend any legal proceedings the Trustees in their discretion deem necessary to ensure preservation of the Fund, and to pay for the expenses incurred thereby from the Fund;
- (h) to delegate powers and authorities vested in the Trustees to any committee of the Trustees or any other person, firm, corporation or association the Trustees deem appropriate without thereby relieving the Trustees of any of their responsibilities therefor;
- (i) to distribute the assets of the Fund including any surplus upon termination of the Plan in accordance with the terms of this Agreement; and

- (k) to do all acts, whether or not expressly authorized in this Agreement, which the Trustees deem necessary or appropriate to fulfill their responsibilities under this Agreement.

#### 5.04 Profits and Benefits

Except as otherwise expressly provided under this Agreement, no individual Trustee or any group thereof shall take or receive, directly or indirectly, any profit, commission, rebate, discount or benefit in connection with the operation of the Fund or placing of a contract pursuant to the terms of this Agreement or the Plan, and any such monies received shall be deemed to be received in trust for the purpose of the Fund and the Trustees shall have the right to recover such money which shall become part of the Fund. This shall not preclude a Trustee being reimbursed for reasonable and necessary expenses pursuant to this Agreement or being benefitted in his capacity as a Member.

#### 5.05 Books of Account

The Trustees shall keep true and accurate books of account and records of all investments and transactions involving the Fund. The accounts and records and all auditor's reports thereon shall be open for the inspection by the University, any Trustee or any Member at the Personnel Office of Simon Fraser University during its regular business hours. The accounts and records shall be audited at least annually by a qualified member in good standing of a recognized professional accounting association (or an accounting firm comprised of such members) selected by the Trustees. The fiscal year end of the Fund shall be December 31st in each calendar year. The Trustees, within sixty (60) days following the close of each fiscal year, shall file with the University a statement setting forth all investments and cash transactions effected by them during such fiscal year. The Trustees shall within one hundred and fifty (150) days following the end of the fiscal year send annual statements to the Members and the Board of Governors in forms determined by the Trustees.

#### 5.06 Execution of Documents

The Trustees may authorize a Trustee or Trustees, or the Administrator, or any other person, firm or corporation to execute and deliver any notice or other instrument in writing that the Trustees are authorized to execute, and all persons, firms, corporations or associations may rely upon an authorization by the Trustees to this effect and a document so executed and delivered is binding on the Trustees.

5.07 Surety or Fidelity Bonds

The Trustees and Administrator shall each be bonded in such amounts as may be determined from time to time by the Trustees. The University will endeavour to provide the bonding coverage through its bonding arrangements. Any employee of the Trustees, and any employee of any firm employed by the Trustees, who may be engaged in the handling of monies of the Fund shall also be bonded in such amount as may be determined from time to time by the Trustees.

5.08 Recommendations Concerning Contributions

The Trustees shall retain the services of an actuary to evaluate and appraise the assets of the Fund and to determine the liabilities under the Plan, in order to recommend to the Board of Governors an appropriate level of University Contributions to the Fund. Actuarial evaluations must occur within three (3) years of a prior evaluation, or more frequently if, in the opinion of the Trustees, such evaluation is required. Under no circumstance shall any portion of the Fund or income of the Fund, from the date hereof until the termination of the Plan, or following its termination, revert or accrue to the benefit of the University or be utilized to reduce Contributions to the Fund.

ARTICLE 6:  
LIMITATIONS OF TRUSTEE LIABILITY

6.01 Conduct and Liability

Neither the Trustees nor any Trustee shall be liable for any loss arising out of any error of judgment including acting on the advice of legal counsel or an actuary, or any act or omission in the administration of the Fund, nor shall they or he be personally liable for any liability or debt of the Fund, contracted by them in pursuance of the powers herein contained, nor from the non-fulfillment of any contract by another party thereto; provided however, that nothing herein contained shall exempt the Trustees or any Trustee from any liability or obligation for any damages, debt or loss arising out of or through their or his acts or omissions, done, made or suffered through acting in bad faith or through fraud, willful misconduct or negligence.

ARTICLE 7:  
ADMINISTRATOR

7.01 Appointment and Duties

The Trustees may, in their discretion, appoint an Administrator and the powers and duties of the Administrator shall be determined by the Trustees and may include, but not be limited to the following:

- (a) to keep records as are necessary to determine each Member's rights to benefits under the Plan and to determine the amount of those benefits;
- (b) to deal with communications from all Members and others with respect to benefits under the Plan;
- (c) to provide each Member with a written explanation of the terms and conditions of benefits under the Plan together with an explanation of the rights and duties of the Members with respect to such benefits available to them and any other information of which the Trustees are required to inform the Members pursuant to any applicable statute or regulation;
- (d) to attend meetings of the Trustees as required; and
- (e) any other powers and duties as the Trustees may direct and provide for.

The Administrator shall at all times remain accountable to the Trustees and shall report to them at any time and on any matter which they have requested.

7.02 Trustees' Continuing Responsibility

Notwithstanding the appointment of an Administrator as provided for in Section 7.01, the Trustees shall remain responsible for the administration of the Fund in accordance with this Agreement and the Plan.

ARTICLE 8:  
AMENDMENT, AMALGAMATION AND TERMINATION

8.01 Amendment of the Agreement

The University may modify or amend this Agreement only with the consent of the Employee Organizations.

8.02 Termination of this Trust

This Trust may only be terminated by the University with the consent of the Employee Organizations.

8.03 Duties of the Trustees in the Event of Termination

In the event of termination of the Plan, the Trustees shall:

- (a) make provision out of the Fund for the payment of the expenses incurred up to the date of termination of the Plan and the expenses incidental to the termination;
- (b) arrange for a final audit and report of their transactions and accounts for the purposes of terminating their trusteeship, and upon request provide to the University and any Member a copy of the final audit and report; and
- (c) dispose of the assets of the Fund by distribution of all assets, including any surplus, to the Members in accordance with the provisions of the Plan.

ARTICLE 9:  
CONSTRUCTION OF THE TRUST AGREEMENT

9.01 Applicable Law

All questions pertaining to the validity, construction and administration of this Agreement shall be determined in accordance with the laws in force in the Province of British Columbia.

9.02 Gender and Number

Wherever the singular or masculine is used throughout this Agreement, it shall be deemed to include the plural or

feminine or body politic or corporate wherever the context or the parties so require.

9.03 Severability

If any provision of the Agreement or any action in the administration of the Fund is held to be illegal or invalid for any reason, this illegality or invalidity shall not affect the remaining portions of the Agreement.

9.04 Headings

The headings used in this Agreement are for ease of reference only and shall not be deemed to form part of the Agreement.

9.05 Successors

This Agreement shall inure to the benefit of each of the parties to this Agreement and their respective successors, and shall be binding upon each of the parties to this Agreement and their respective heirs, executors, administrators and successors.

ARTICLE 10:  
MISCELLANEOUS PROVISIONS

10.01 Notice and Address

Any notice provided for under this Agreement shall be in writing and shall be effectively given if delivered personally or by telegram, telefax or registered or regular mail:

- (a) if to the University or to the Trustees collectively, c/o Simon Fraser University, Personnel Department, Burnaby, B.C. V5A 1S6, Attention Plan Administrator; and
- (b) if to an individual Trustee, to his or her residential or business address according to the records of the Administrator.

10.02 Delivery

Any notice or instrument or document is deemed to have been received on the day of personal delivery or on the third University Business Day following the day of telegraphing or mailing from within Canada. In the case of any interruption of postal service, or of a labour dispute resulting in a strike or

lock-out at the University, notice shall be given by personal service.

The address of each of the Trustees to this Agreement shall be stated at the end of the Agreement or his Schedule "B" Acceptance of Trust. Any change of address or notice of a telefax number or a change thereof shall be effected by notice sent by registered mail to the Administrator.

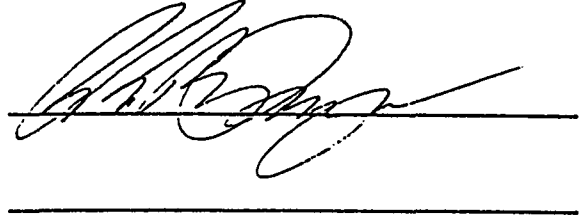
10.03 All Necessary Acts

Each of the parties to this Agreement, from time to time and at any time upon each reasonable written request to do so and at the expense of the requesting party if in the opinion of the party that receives the request the cost of such request warrants billing, shall make, do, disclose, execute and deliver, or cause to be made, done, executed and delivered, all further acts, deeds, assurances, things, information and written instruments as may be reasonably required for more effectively implementing the intent of this Agreement.

IN WITNESS WHEREOF, the undersigned hereby cause this instrument to be executed by virtue of their office as duly authorized or, in the case of each Trustee, in his individual capacity, as of the day and year first above written.

SIMON FRASER UNIVERSITY

Per:



SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. A. Ramsay )  
Name )

3852 West 29 Ave )  
Address )

Vancouver )

Mgr - Pension & Benefits )  
Occupation )

Elio Fata )  
Elio Fata - TRUSTEE )

IMC 291-4755 )  
Office Address and Telefax Number )

6527 Aubrey Street )

Burnaby, B.C. 298-8081 )  
Residential Address and Telefax Number )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. A. Ramsay )  
Name )

3852 West 29 Ave )  
Address )

Vancouver )

Mgr - Pension & Benefits )  
Occupation )

Howard F Galbert )  
Howard Galbert - TRUSTEE )

Psychology 291-3427 )  
Office Address and Telefax Number )

7039 Fielding Court )

Burnaby, B.C. V5A 1Y4 )  
Residential Address and Telefax Number )



SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. A. Ramsay )  
Name )

3852 - West 29 Ave )  
Address )

Vancouver, B.C. )

Mgr - Pension & Benefits )  
Occupation )

[Signature] )  
J.E. Richard Johnson - TRUSTEE )

SFU 2913193 / 2914521 )  
Office Address and Telefax Number )

3555 SUNSET BLVD. N. VAN. V1R2B2 )  
Residential Address and Telefax Number )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. A. Ramsay )  
Name )

3852 - West 29 Ave )  
Address )

Vancouver, B.C. )

Mgr - Pension & Benefits )  
Occupation )

[Signature] )  
Warren Parsons - TRUSTEE )

S.F.U. BURNABY MTN. )  
Office Address and Telefax Number )

11099 LYON RD. N. DELTA V4E2T4 )  
Residential Address and Telefax Number )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. A. Ramsay )  
Name )

3852 - West 29 Ave )  
Address )

Vancouver, B.C. )

Mgr - Pension & Benefits )  
Occupation )

[Signature] )  
Roger Ward - TRUSTEE )

S.F.U. Burnaby BC )  
Office Address and Telefax Number )

908 Merritt St. Coquitlam V3J7M1 )  
Residential Address and Telefax Number )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

R. G. Ramsay )  
Name )

7852 - West 29 Ave )  
Address )  
Vancouver )

Mgr - Pension + Benefits )  
Occupation )

W A Yule .

William A. Yule - TRUSTEE

PERSONNEL 291-3449  
Office Address and Telefax Number

2768 WESTLAKE DR.

COQUITLAM, BC, V3C5K1  
Residential Address and Telefax Number

Schedule "A"  
Pension Plan Text

Schedule "B"  
Acceptance of Trust

TO: SIMON FRASER UNIVERSITY AND  
THE TRUSTEES OF THE PENSION PLAN FOR THE  
ADMINISTRATIVE/UNION STAFF OF  
SIMON FRASER UNIVERSITY

I, \_\_\_\_\_, having been appointed to serve as  
a Trustee of the Pension Plan for Administrative/Union Staff of  
Simon Fraser University, in accordance with the Trust Agreement  
dated \_\_\_\_\_ between Simon Fraser University and

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as  
amended up to the date hereof (such Trust Agreement as so amended  
being herein called the "Agreement"), do hereby accept the trusts  
continued under this Agreement and agree to act as a Trustee of  
the Plan and to administer the Fund referred to in the Agreement  
strictly in accordance with the provisions of the Agreement.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_.

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

\_\_\_\_\_  
Name )

\_\_\_\_\_  
SUCCESSOR TRUSTEE

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Office Address and Telefax Number

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
Residential Address and Telefax Number