

Instrument of Amendment

WHEREAS Doug Cook, Kathy Elias, Lester Fretz, Henry Friesen, Larry Nelson and Gordon Sorensen are the present Trustees of the Canadian Council of Christian Charities Employees Pension Plan (the Plan) established on the first day of October, 1982.

AND WHEREAS the Declaration of Trust and Pension Plan Text for the Plan have contained a definition of an "Other Employer" which means "an affiliate organization of the Participating Employer that has entered into an arrangement with the Participating Employer to permit eligible employees to become members of the Plan under the Participating Employer's Participation Agreement".

AND WHEREAS the Income Tax Act defines Participating Employer as "an employer who has made, or is required to make, contributions to the plan in respect of the employer's employees or former employees, or payments under the plan to the employer's employees or former employees, and includes a prescribed employer".

AND WHEREAS the Income Tax Act precludes "Other Employers" from its definition of "Participating Employer".

AND WHEREAS Article 11 of the original Declaration of Trust (now Article 12) provides that the Declaration of Trust and the Plan may be amended at any time and from time to time by a written instrument of amendment signed by all the Trustees provided that such amendment does not adversely affect benefits that a member has become entitled to under the Plan.

NOW THEREFORE pursuant to the power referred to above, the Declaration of Trust is hereby amended to remove all references to "Other Employer", and any changes that arise as a consequence of such removal.

IN WITNESS WHEREOF the Trustees have herewith set their hands and seals this 25th day of September, 2003.

SIGNED, SEALED AND DELIVERED
in the presence of

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

APPENDIX A

CANADIAN COUNCIL OF CHRISTIAN CHARITIES

EMPLOYEES PENSION PLAN

DECLARATION OF TRUST

EFFECTIVE OCTOBER 1, 1982

Last Amended on
September 25th, 2003

This Declaration of Trust made as of the first day of October, 1982, and amended on September 25, 2003.

1. DECLARATION OF TRUST

We Doug Cook, Kathy Elias, Lester Fretz, Henry Friesen, Larry Nelson and Gordon Sorensen hereby declare that we, being the present Trustees of a fund established hereunder in connection with a multi-employer pension plan known as the "Canadian Council of Christian Charities Employees Pension Plan", confirm that we have agreed with each other to act as Trustees of the said Plan.

2. DEFINITIONS

In this Declaration of Trust:

- 2.1 "Custodian" means the trust company or insurance company licensed to transact business in Canada, which has been appointed from time to time by the Trustees to receive, hold, disburse and invest the property of the Pension Fund.
- 2.2 "Member" means an employee of a Participating Employer who participates in the Plan, including an individual, who, after termination of employment with a Participating Employer continues to have rights or contingent rights to benefits under the Plan.
- 2.3 "Plan" means the pension plan text set out in Exhibit A hereto as amended from time to time.
- 2.4 "Participating Employer" means the Canadian Council of Christian Charities (the "CCCC") and an organization that is affiliated with CCCC which has entered into a Participation Agreement with the Trustees.
- 2.5 "Pension Fund" means the fund maintained to provide benefits under or related to the Plan, and to which all contributions to the Plan shall be made.
- 2.6 "Quorum" means at least two-thirds of the Trustees, but not less than three Trustees, one of whom is independent to the extent that he/she is not a member of the Plan.
- 2.7 "Trustees" means the Trustees, and such successor Trustees resident in Canada as are appointed from time to time in accordance with the provisions of this Declaration of Trust, who have executed and delivered to the Trustees a consent in the form set forth in Exhibit B hereto.

3. THE TRUSTS

The Trustees shall hold the property in the Pension Fund in trust for the purposes and uses set forth in the Plan and shall invest, administer, and pay funds out of the Pension Fund in accordance therewith and in connection therewith may exercise the following powers in addition to such other powers as the Trustees may have at law or in equity:

- 3.1 The Trustees shall have full authority to determine all questions of coverage, eligibility and methods of providing or arranging for the provision of benefits and all other related matters.

- 3.2 The Trustees shall have the power to construe all ambiguous or doubtful provisions of this Declaration of Trust and the terms used herein and any construction adopted by the Trustees reasonably and in good faith shall be binding upon all persons or corporations whatsoever.
- 3.3 The Trustees shall have power in addition to any other powers or authorities to which the Trustees may be entitled at law:
- 3.3.1 to accumulate funds in the Pension Fund which, in the Trustees' opinion, are adequate to provide for all obligations under the Plan, including administrative expenses;
- 3.3.2 to make payments out of the Pension Fund to such persons and corporations as the Trustees may decide so as to carry out the purposes of the Plan;
- 3.3.3 to employ such accounting, administrative, clerical, secretarial and legal personnel and other employees and assistants as may be necessary in connection with the administration of the Pension Fund or the Plan and pay or cause to be paid out of the Pension Fund the compensation and necessary expenses of such personnel and the cost of office space, furnishings, supplies and other costs required in such administration;
- 3.3.4 to incur and pay out of the Pension Fund any other expenses reasonably incidental to the administration of the Plan or the Pension Fund;
- 3.3.5 to compromise, settle or release claims or demands by or against the Plan or the Pension Fund on such terms and conditions as the Trustees see fit;
- 3.3.6 to cause the Custodian to invest and re-invest the principal and income of the Pension Fund without distinction between principal and income in such investments as may be selected by the Trustees in their sole discretion and which at the time of investment are not inconsistent with any legislation or regulations relating to pension plans under applicable provincial authority;
- 3.3.7 to cause the Custodian to sell for cash, convert, redeem, exchange for other investments permitted by paragraph 3.3.6 hereof or otherwise dispose of any of the investments entered into pursuant to paragraph 3.3.6 hereof and otherwise generally to act as the owner of and to exercise all the Trustees' ownership rights incidental to the investments;
- 3.3.8 to exercise any conversion privilege and subscription right available in connection with any investments at any time held by the Custodian; to consent to the re-organization, consolidation, merger or readjustment of the finances of any corporation, partnership, or association, the securities of which being at any time held by the Custodian, or to the sale, mortgage, pledge or lease of property of any such corporation, partnership or association, and to do any act with reference thereto including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which may be deemed by the Trustees to be necessary or advisable in connection therewith;
- 3.3.9 to commence or defend suits or legal proceedings and to represent the Plan and the Pension Fund in all suits or legal proceedings;
- 3.3.10 to vote by general or limited proxies any investments or securities which may be held by the Custodian at any time and similarly to exercise by general or limited power of attorney any right pertinent to any securities or other property held by the Trustees at any time;
- 3.3.11 to authorize the Custodian to hold all or any part of the Pension Fund uninvested.

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

4. REMOVAL AND APPOINTMENT OF TRUSTEES

The Board of Directors of the CCCC shall appoint six individuals to serve as Trustees of the Pension Plan. Four individuals shall be appointed to represent the members of the Plan of which one shall be an employee of CCCC. Two individuals shall be appointed to represent Participating Employers. A Trustee shall continue to serve as a Trustee until he/she resigns, dies or is removed as hereinafter provided. The Board of Directors of the CCCC may remove any Trustee and may appoint a successor Trustee to replace any Trustee who dies, resigns or is removed. Any Participating Employer who has at least 100 employees who participate in the plan may recommend an individual for appointment as a Trustee.

5. CUSTODIAN

The Trustees shall appoint and enter into an agreement with a Custodian to hold and keep custody of the property of the Pension Fund.

6. DIRECTIONS TO CUSTODIAN

A direction to the Custodian shall be sufficient authority to the Custodian if it is in writing and signed:

- 6.1 in the case of a direction with respect to the commencement and continuation of payment of a benefit on a monthly basis in accordance with the Plan, by the person designated by a resolution of the Trustees as Plan Administrator or Assistant Plan Administrator, or
- 6.2 by any two Trustees.

A direction under 6.1 will cease to authorize payments six months after its date unless it is confirmed by a direction under 6.2.

7. INVESTMENT COUNSEL

The Trustees may engage investment counsel who, under the general guidance of the Trustees as to matters of broad policy, may be empowered to determine the investment policy of the Pension Fund. The Trustees may direct the Custodian to act on the instructions of such investment counsel with respect to the purchase and sale of particular securities in the Pension Fund.

8. PENSION PLAN ADMINISTRATORS AND CONSULTANT

The Trustees may engage actuaries and pension plan consultants to advise them with respect to all matters relating to the Plan and may employ a Plan Administrator and an Assistant Plan Administrator and may delegate to them such powers with respect to administration of the Plan as the Trustees deem advisable.

9. LIABILITY OF TRUSTEES

A Trustee and the Trustees acting hereunder shall not be liable for:

- 9.1 any action taken or omitted by him/her or them in good faith,
- 9.2 the acts or omissions of any other organization or for the act of any legal counsel, investment counsel, actuary, consultant, Custodian, auditor or other person selected with reasonable care by the Trustees to advise them or act on their behalf, or
- 9.3 the acts or omissions of any other Trustee or of the Trustees as a whole acting as such.

10. LIABILITY OF ADMINISTRATOR

The Administrator and his/her staff are liable for their acts and omissions only to the same extent as the Trustees are liable for their acts and omissions.

All persons dealing with the Trustees are hereby released from any necessity for questioning the authority or powers of the Trustees hereunder or from seeing to the application of any monies, securities or other property. A receipt given by the Trustees for any monies or other property received by them shall effectually discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see to the application thereof or be answerable for the loss or misapplication thereof. Every instrument purporting to be an act or agreement of the Trustees shall be conclusive evidence:

- 10.1 that at the time of delivery of such instrument this Declaration of Trust was in full force and effect,
- 10.2 that such instrument was executed in accordance with the provisions of this Declaration of Trust, and
- 10.3 that the Trustees were duly authorized to execute such agreement.

11. PROCEEDINGS OF TRUSTEES

Any Trustee may call a meeting of the Trustees by written notice to all other Trustees and the business of the Trustees may be carried on provided a Quorum is present.

Decisions of the Trustees shall be made by a resolution in writing signed by all Trustees, by a resolution passed at a meeting of the Trustees, or by the decision of an Arbitrator as hereinafter provided. For the purposes of voting on resolutions at meetings of the Trustees, each Trustee shall have one vote.

The Trustees shall appoint a secretary who shall keep minutes of every meeting of the Trustees which minutes shall be available for inspection by the Trustees or any of them at all times. The secretary shall be one of the Trustees if no Plan Administrator has been appointed but if a Plan Administrator has been appointed he/she shall act as such. In all other respects the rules and procedures to apply to the meetings of the Trustees shall be determined by the Trustees. A Trustee who dissents from a decision of the Trustees may deliver a notice of dissent to the secretary and the secretary shall send a copy thereof to each Trustee.

12. AMENDMENT TO DECLARATION OF TRUST AND PLAN

This Declaration of Trust and the Plan may be amended at any time and from time to time by a written instrument of amendment signed by all the Trustees except that no such amendment shall be effective to deprive a person without his/her consent of any right to benefits to which he/she had become entitled under the Plan or which had accrued to his/her credit under the Plan.

13. TERMINATION OF PLAN

The Trustees may, with the consent of the majority of the Participating Employers, terminate the Plan.

14. PAYMENT OF TRUSTEES

The Trustees or any of them shall not receive compensation for the performance of their duties but shall be reimbursed for any and all reasonable expenses incurred by any person as a Trustee.

15. ARBITRATION

In the case of an equality of votes on any question at a meeting of the Trustees, the meeting will be adjourned for one week or such earlier date as may be determined by the Trustees. If at the adjourned meeting the votes are still equal, the question will be determined by arbitration as follows:

- 15.1 Any of the Trustees may notify the other Trustees in writing of the question or questions to be arbitrated.
- 15.2 The Attorney General for the Province of Ontario shall be requested to appoint a Judge of either the Supreme Court or of the Court of Appeal of the Province of Ontario to act as a single arbitrator and the question or questions to be arbitrated shall be referred to the Judge so appointed.
- 15.3 The decision of the Arbitrator shall be final and binding upon the Trustees and shall be deemed to be a decision of the Trustees.

16. ACCOUNTING

With respect to each year of the Plan's operation the Trustees shall obtain from the Custodian a complete accounting of all monies received, held and paid in respect of the Plan and shall deliver copies thereof on request therefore to the Participating Employers.

The Trustees shall cause the accounts of the Plan and Pension Fund to be audited by a firm of chartered accountants for each fiscal year and shall deliver copies of the audit report to such Participating Employers as request a copy.

17. PARTICIPATING EMPLOYERS

An employer that

- 17.1 executes and delivers to the Trustees a Participation Agreement,
- 17.2 complies with the requirements of the Trustees, and
- 17.3 is approved by the Trustees,

will be bound by the Plan (as they may be merged, amalgamated or amended from time to time) as a Participating Employer from the date specified by the Trustees.

18. CONTRIBUTIONS

All contributions required to be made under the Plan by Participating Employers shall be remitted to the Trustees or to the Administrator employed by them. The Trustees are hereby authorized to take such steps as the Trustees see fit to collect contributions required to be made under the Plan including judicial proceeding against Participating Employers and others to compel payment of contributions.

The Trustees may, and are hereby authorized to appoint an agent to inspect, copy and cause an audit to be performed of the payroll and time records of a specified Participating Employer relating to eligible employees (as defined in the Plan) and such agent shall conduct such audit upon reasonable notice during normal business hours and in accordance with the instructions of the Trustees. Each Participating Employer will on request by the Trustees make such records available for such inspection, copying and audit.

IN WITNESS WHEREAS the Trustees have herewith set their hands and seals this 25th day of September, 2003.

SIGNED, SEALED AND DELIVERED
in the presence of

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee