

GROUP RETIREMENT SAVINGS PLAN (the "Group Plan")

**The individual
Retirement Savings Plans (the "Plans")
established under the Group Plan
will be issued by
Sun Life Assurance Company of Canada ("Sun Life")**

**The Funding Agreement for the Group Plan is Group Annuity
Policy No _____ -G (the "Policy")**
(Number will be provided in confirmation from Sun Life)

1 Effective Date

The effective date of the Group Plan is the date specified in the Sun Life Essentials Application. Each individual Member's Retirement Savings account is established upon their enrolment.

2 Plan Sponsor

The Plan Sponsor named in the Application is the sponsor of the Group Plan and will act as the agent of each individual who becomes enrolled in the Group Plan.

3 Enrolment

In order to become enrolled in the Group Plan, an individual must complete the application form approved by the Canada Revenue Agency, together with such other authorizations and designations as may be prescribed. Upon receipt of the required forms, Sun Life will apply for registration of the Plan as an individual retirement savings plan for such individual owner (a "Member").

4 Contributions

Contributions made to a Plan will be allocated to accounts maintained for the Member in the funds available under the Policy. The assets of such funds will be invested in compliance with the provisions of the Income Tax Act (Canada) applicable to registered retirement savings plans.

5 Payment of Benefits and Refunds

- (a) A Plan will mature on the earlier of the date specified by the Member and the latest date permitted under the Income Tax Act (Canada) for maturity of retirement savings plans (the "Plan Maturity Date"), provided that the Member may not specify a Plan Maturity Date which is prior to the date of termination of the employment of the Member or, in the case of a spousal Plan, of the Member's spouse with the Plan Sponsor unless Sun Life receives written permission from the Plan Sponsor to terminate the Plan prior to such date. No contributions may be made to the Plan after the Plan Maturity Date. The amount to the credit of the Plan at the Plan Maturity Date will be used to provide a retirement income, as defined below, ('Retirement Income') or the Plan may be amended or revised to provide for the payment or transfer before the Plan Maturity Date, on the Member's behalf, of any such amount to another plan in accordance with Provision 6, or for the payment to the Member, in a lump sum, of the amount to the credit of the Plan less any amount withheld for income tax purposes.

"Retirement Income" means

- (i) an annuity commencing at the Plan Maturity Date, and with or without a guaranteed term commencing at the Plan Maturity Date, not exceeding the term referred to in (ii) immediately below, payable to
- (1) the Member for the Member's life, or
 - (2) the Member for the lives, jointly, of the Member and the Member's spouse and to the survivor of them for the survivor's life,
- (ii) an annuity commencing at the Plan Maturity Date, payable to the Member, or to the Member for the Member's life and to the spouse after the Member's death, for a term equal to 90 minus either
- (1) the age in whole years of the Member at the Plan Maturity Date, or
 - (2) where the Member's spouse is younger than the Member and the Member so elects, the age in whole years of the spouse at the Plan Maturity Date,
- issued by a person described in the definition "retirement savings plan" in the Income Tax Act (Canada) with whom an individual may have a contract or arrangement that is a retirement savings plan, or
- (iii) any combination of (i) and (ii) above.

The Member may choose any form of Retirement Income, subject to the following:

- (i) The Retirement Income will be provided by a person (which may be Sun Life) qualified under the Income Tax Act (Canada) to provide a Retirement Income.
- (ii) Unless otherwise permitted under the Income Tax Act (Canada), an annuity will be payable in equal annual or more frequent payments during its term.
- (iii) No annuity that is payable to the Member or to the spouse of the Member on the Member's death (the 'Subsequent Member') will provide for periodic payments in a year after the death of the Member, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death.

Any annuity payments under the Plan not payable to the Member or spouse of the Member will be commuted and paid in one lump sum. Except as provided in the preceding sentence, any annuity purchased from Sun Life under this Provision 5 will be non-commutable.

If the Member fails to notify Sun Life, prior to the Plan Maturity Date, of the method of settlement of the amount to the credit of the Plan chosen, on the Plan Maturity Date, Sun Life shall transfer all assets held in the Member's account to a Registered Retirement Income Fund ("RRIF") opened and registered on behalf of the Member. The Member hereby appoints Sun Life as its attorney in fact to execute all such documents and make such elections as are necessary to establish and operate the RRIF.

To the extent assets in a Member's account are locked-in under Applicable Legislation, the RRIF applicable to such amounts will be a Life Income Fund or a Locked-in Retirement Income Fund, which may be subject to a maximum payment amount under Applicable Legislation.

- (b) If the Member dies before settlement has been made in accordance with item (a) above, upon receipt of satisfactory evidence of the Member's death and all legal documents which Sun Life requests, settlement in respect of the amount to the credit of the Member's Plan will be paid in one sum.
- (c) The Member may not withdraw any portion of the amount to the credit of his or her plan prior to the Plan Maturity Date unless Sun Life receives written permission from the Plan Sponsor. The Plan Sponsor will accept and verify in writing one of the following options:
 - (i) no withdrawals may be made until the Plan Maturity Date,
 - (ii) no withdrawals may be made until the date of termination of the employment of the Member or the spouse of the Member with the Plan Sponsor, as applicable,
 - (iii) no withdrawals may be made until the date of termination of the employment of the Member or the spouse of the Member with the Plan Sponsor, as applicable, except for withdrawals of amounts arising from contributions made by the Member or by the spouse of the Member, as applicable, or
 - (iv) withdrawals will be permitted at any time.
- (d) Sun Life shall, upon written request by the Member or, in the case of a spousal plan, the Member's spouse, pay an amount from the accounts of the Plan to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada) by the Member or the Member's spouse, as the case may be. In no event will the amount withdrawn exceed the total of the balances in all the accounts of the Plan.

When referring to the spouse of a Member, the term "spouse" includes any person who is recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered retirement savings plans.

6 Transfers to Other Plans

The Plan, if approved in writing by the Plan Sponsor, may be amended or revised to provide for the payment or transfer before the Plan Maturity Date, on the Member's behalf, of any amount to the credit of the Plan to:

- (a) a registered retirement savings plan or registered retirement income fund under which the Member is the annuitant, or
- (b) a registered retirement savings plan or registered retirement income fund under which the Member's spouse or former spouse is the annuitant on marriage breakdown or the breakdown of a common-law partnership, or
- (c) a registered pension plan for the benefit of the Member,

provided the provisions of the Income Tax Act (Canada) are satisfied.

It is specifically provided, however, that, upon the Member's or, in the case of a spousal Plan, the spouse of the Member's ceasing to be an eligible employee of the Plan Sponsor or member of the Group Plan, as the case may be:

- (i) no further contributions under the Plan will be accepted by Sun Life after receipt of notice thereof from the Plan Sponsor, and
- (ii) Unless the Member directs Sun Life in writing to amend the Plan to transfer the amount to the credit of the Plan to another issuer, or in the case of a spousal Plan, the spouse of the Member's ceasing to be an eligible employee of the Plan Sponsor or member of the Group Plan, as the case may be, Sun Life shall be entitled, in its sole discretion, to amend the Plan to transfer such amount as soon as practicable to an individual retirement savings plan established under a group annuity policy issued by Sun Life (the "**Receiving Policy**") under which the Member is the annuitant and for which Sun Life shall apply for registration. Upon such transfer, the beneficiary designation applicable to the Plan shall transfer to the Receiving Policy, except if (a) multiple Member's accounts and for which such Member has made different beneficiary designations are transferred from the Policy or from the Policy and one or more other plans, in which case any proceeds payable on the Member's death shall become payable to the Member's estate, unless the Member had designated a beneficiary to receive such proceeds, or (b) the Member already holds an account under the Receiving Policy at the time of the transfer and the beneficiary designation applicable to the Receiving Policy is different from the beneficiary designation applicable to the Plan, in which case the beneficiary designation made by the Member under the Receiving Policy prior to the transfer shall continue to apply.

The Member hereby appoints Sun Life as its attorney in fact to execute all such documents and make such elections as are necessary to establish and operate the said registered retirement savings plan.

Any such payment or transfer will be in accordance with the terms of the Policy and the Plan Sponsor may be advised accordingly.

7 Administration

- Retirement Income under the Plan may not be assigned in whole or in part.
- No advantage that is conditional in any way on the existence of the Plan shall be extended to the Member or Subsequent Member or to a person with whom the Member or Subsequent Member was not dealing at arm's length, unless such advantage is permitted under the Income Tax Act (Canada).
- Sun Life is ultimately responsible for the administration of the Plan.
- A Plan may be amended only by Sun Life, with the concurrence of the Canada Revenue Agency. No amendment may be made which would disqualify the Plan as a registered retirement savings plan under the Income Tax Act (Canada).
- If the Member or the Member's spouse, as the case may be, ceases to be an eligible employee of the Plan Sponsor or member of the Group Plan, as the case may be, and an amount to the credit of the Plan remains to provide a Retirement Income, any charges applicable in respect of the Plan, if not paid by the Plan Sponsor, may be assessed against the amount to the credit of such Plan. The charges will be determined in accordance with Sun Life's regular scale of charges, any changes to which will be notified in writing to the Plan Sponsor.

8 Withdrawal of Plan Sponsor

Should the Plan Sponsor withdraw as sponsor of the Group Plan, no further contributions may be made in respect of a Member. Such withdrawal shall not affect annuities which have commenced prior to the date of withdrawal under any Member's Plan nor shall such action affect the amount to the credit of a Member's Plan.

9 Entire Contract

The Policy, the Group Plan text, and a Member's application constitute the entire contract between the Member, the Plan Sponsor and Sun Life. In the case of a conflict between the Policy and the Group Plan text, the terms of the Group Plan text will override the terms of the Policy.