

GENERAL SYNOD PENSION PLAN RESOLUTIONS

APPROVED BY THE COUNCIL OF GENERAL SYNOD DURING THE TRIENNIUM (2013 – 2016)

1. Resolution – Canon VIII and Regulations of Canon VIII

A. November 2013

GENERAL SYNOD PENSION PLAN (GSPP) REGULATIONS

Moved by: Chancellor David Jones

Seconded by: Bishop Percy Coffin

- 1.1 Be it resolved that The Council of General Synod approves the following recommendations of the Pension Committee; and approve the amendments to Regulation 3.1 and 3.2 (Contributions) of Canon VIII effective January 1, 2014 to implement these changes.
- That the member contribution rate to the GSPP increases by 0.5% to 5.3% of salary.
 - That the employer contribution rate to the GSPP decreases by 0.5% to 11.9% of salary
 - That the employers to contribute 1.3% of pensionable salary to a new expense fund administered by the Pension Office.

Bold indicates addition, ~~Strikethrough~~ indicates deletion Regulation 3.1 – Contributions

1. The Contributions required from each Participating Employer shall be as follows for all Members in Active Service:

- (i) Effective January 1, 2004: 10% of Salary
- (ii) Effective January 1, 2005: 8.3% of Salary
- (iii) Effective January 1, 2006: 9.0% of Salary
- (iv) Effective January 1, 2007: 10% of Salary
- (v) Effective January 1, 2010: 11.2% of Salary
- (vi) Effective January 1, 2011: 12.4% of Salary
- (vii) Effective January 1, 2014: 11.9% of Salary**

Regulation 3.2 – Contributions

The Pension Contributions required from the Member in Active Service shall be ~~4.8%~~ **5.3%** of Salary.

Rationale

The Central Advisory Group (CAG) has been working over the summer on reviewing Pension and Benefit Plan strategy to maximize effectiveness. This strategy results in payment of expenses outside plan and will help to improve funding level of the plan.

CARRIED #18-11-13

B. November 2014

**1.1 GENERAL SYNOD BENEFIT PLANS ADMINISTRATION AND EXPENSES REGULATION
PURSUANT TO SECTION 4 OF CANON VIII**

Moved by: Canon David Jones, Chancellor

Seconded by: Mr. James Sweeney

Be it resolved that The Council of General Synod approves the recommendation of the Pension Committee; and adopt the new Benefit Plan Regulation (attached to this report as Appendix 1) pursuant to section 4(b) of Canon VIII effective January 1, 2015 to implement the following :

- to impose the obligation on the participating employers to pay expenses in respect of all the Benefit Plans to the extent the expenses are not paid by the applicable Benefit Plan, including the GSPP administrative expenses, as determined by the Pension Committee.

Rationale: There is currently no express obligation in the governing document for participating employers to pay expenses in respect of the Group Benefit Plans and therefore it is recommended that the expense obligation in respect of the Group Benefit Plans be included in a new Benefit Plan Regulation pursuant to Section 4(b) of Canon VIII.

ADOPTED #06-11-14

1.2 AMENDMENTS TO CANON VIII

Moved by: Canon David Jones

Seconded by: Bishop Percy Coffin

Be it resolved that The Council of General Synod approves the following recommendations of the Pension Committee to amend Article 2(c), 2 (e), 4(c) and 6(h) effective January 1, 2015.

Bold Indicates addition. ~~Strikethrough~~ indicates deletion

2.c) ~~i) The Ordinary Fund, being the monies received by way of contributions, transfers and other amounts for provision of Pension Plan benefits together with interest, dividends, earnings, accumulations and accretions, less the amounts expended in the payment of Pension Plan benefits and the expenses of administration of the Pension Plan and the Pension Fund;~~

~~ii) The Endowment Fund, being the amounts received by way of gift, donation, or bequest, which may be disbursed at the discretion of The Endowment Committee of The Anglican Church of Canada as an augmentation, either general or particular, to the Pension Plan benefits; and~~

~~iii) The Special Endowment Fund, being the amounts received by way of gift, donation, or bequest, the terms of which are restricted by donors or trusts. The Endowment Fund, including the Special Endowment Fund, shall be maintained as a charitable organization within the meaning of the Income Tax Act (Canada).~~

The Pension Fund shall be composed of the monies received by way of contributions, transfers and other amounts for provision of Pension Plan benefits together with interest, dividends, earnings, accumulations and accretions, less the amounts expended in the payment of Pension Plan benefits and the expenses of administration of the Pension Plan and the Pension Fund;

ADOPTED #07-11-14

Moved by: Canon David Jones

Seconded by: Bishop Percy

Coffin

. e) The Endowment Fund shall be composed of two parts:

i) The Ordinary Endowment Fund, which shall be composed of amounts received by way of gift, donation, or bequest, which may be disbursed at the discretion of

The Endowment Committee of The Anglican Church of Canada as an augmentation, either general or particular, to the Pension Plan benefits; and

ii) The Special Endowment Fund, which shall be composed of the amounts received by way of gift, donation, or bequest, the terms of which are restricted by

donors or trusts.

The Endowment Fund, including the Special Endowment Fund, shall be maintained as a charitable organization within the meaning of the Income Tax Act (Canada).

~~4.c To accept and admit as a Participating Employer, the General Synod, any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the Church, on mutually agreeable terms and subject to this Canon and the Pension and Long Term Disability Regulations;~~

To accept and admit as a Participating Employer, the General Synod, any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the Church that is eligible to participate in the Pension Plan, Long Term Disability Plan, or the Other Plans on mutually agreeable terms and subject to this Canon and the Pension and Long Term Disability Regulations. If the Pension Committee is not able to determine or has concern with respect to the eligibility of an organization to participate or continue participating in the Pension Plan, the Long Term Disability Plan, or any of the Other Plans, the Pension Committee shall refer the issue to the Council of the General Synod for determination. The Pension Committee shall admit or terminate, as applicable, the organization as a Participating Employer, in accordance with the decision of the Council of the General Synod. Where a Participating Employer is terminated by the Pension Committee, the Pension Committee shall determine the terms and conditions applicable (if any) with respect to the termination and withdrawal of the organization as a Participating Employer, subject to the Canons, the Pension Benefits Act and any other applicable law.

ADOPTED #08-11-14

Moved by: Canon David Jones

Seconded by: Bishop Percy Coffin

~~6.h To receive and hold the Funds of the Other Plans~~

To receive and hold the Funds of any of the Other Plans which are established as a trust pursuant to a trust agreement.

Rationale

Article 2(c) in Canon VIII provides that the GSPP Pension Fund includes the Endowment Fund.

- *The Endowment Fund assets are not comingled or maintained as part of the GSPP. The responsibility for the administration of the Endowment Fund is imposed on the “Endowment Committee of the Anglican Church of Canada.” Pursuant to Article 4(h) of Canon VIII the Pension Committee is appointed to serve as the Endowment Committee. Apart from the governance and fiduciary concerns, the inclusion of the Endowment Fund (which is a distinct registered charitable organization) as a fund of the GSPP is contrary to the Income Tax Act requirements applicable to registered pension plan. Therefore it is recommended that the Canon be amended to remove the Endowment Funds as a fund of the GSPP and create a separate section within Canon VIII describing the establishment and purpose of the Endowment Fund.*
- *One of the powers and duties of the Pension Committee under Article 4 of Canon VIII is “to accept and admit as a Participating Employer, the General Synod, any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the Church, on mutually agreeable terms.” The term “Church” is defined in Section 1 of Canon VIII as “the Anglican Church of Canada or any other body in the Anglican Communion, which by agreement with the Pension Committee has been accepted as a participant in the Pension Plan with respect to a pension provisions for its clergy and/or lay employees. “In at least one instance the Pension Committee raised a concern about its capacity to determine whether any particular organization continued to be an eligible “organization in the Church”. The Chancellor of the General Synod recommended amendments to Canon VIII to address these concerns. In consultation with the Chancellor, it is recommended that an amendment to Canon VIII to impose on the Council of the General Synod the responsibility to determine if an organization is eligible or ineligible to be participating employers where the Pension Committee determines that there is a concern or it cannot determine if the organization is eligible to participate or continue participating.*
- *Canon VIII, section 6(h) requires the Trustees to receive and hold Group Benefit Plan contributions. This is inconsistent with the current structure under which contribution are remitted as premiums to the insurance carriers through the Pension Office Corporation. The Canon may impose a trust obligation on the Trustees, but there is currently no trust governance structure with respect to the Group Benefit Plan - there is no separate trust agreement in place. Koskie Minsky recommended that Canon VIII be amended to remove the trust obligation with respect to the Group Benefit Plan.*

1.3 REGULATIONS OF CANON VIII

Be it resolved that The Council of General Synod approves the following recommendation of the Pension Committee to delete Regulation 12.5 of Canon VIII as follows:

Bold indicates addition and ~~Strikethrough~~ indicates deletion

~~12.5(a) Subject to Regulation 12.7, the Participating Employer of a Member may purchase additional Pension for a Member at the time of the Member's actual retirement.~~

~~(b)The amount of this additional Pension shall be _____ as determined by the~~

~~Participating Employer subject to Regulation 12.7.~~

~~(c)The form of payment of Pension shall be the same as _____ the form of the~~

~~Member's Pension otherwise payable.~~

~~(d)The Participating Employer shall pay in one sum the purchase price for the additional Pension.~~

~~(e)The Participating Employer shall supply to the Administrator a certified copy of the instrument authorizing the purchase of the additional Pension. The Administrator shall not be required to investigate further the authority for the purchase and shall not be liable in any manner for a purchase made without proper authorization.~~

Section 7 (b) of Regulation 12 is edited to read as follows:

(b)The amount of additional Pension purchasable under Regulation 12.1 ~~or~~

~~Regulation 12.5~~ shall not increase a Member's Pension to an amount in

excess of the maximum amount specified by the Regulations under the

Income Tax Act (Canada).

Rationale: This section previously noted that additional pension may be provided by the employer at time of retirement. To do so, the plan would need to be amended to allow the enhancement for particular members. However special GSPP Pension Benefits Act regulation specifies "No amendment to the pension plan that increases the going concern unfunded liability or the solvency deficiency

may be filed before the later of December 31, 2016 and the date on which the solvency deficiencies have been liquidated." As such, this amendment removes the provision that additional pension may be provided by the employer at time of retirement.

ADOPTED #09-11-14

1.4 GSPP TRUST AGREEMENT

Moved by: Canon David Jones

Seconded by: Mr. Tony Tear

Be it resolved that the Council of General Synod approve the Pension Committee's recommendation that General Synod Pension Plan Trust Agreement (attached to this report as Appendix 2) be restated effective January 1, 2015.

Rationale: The General Synod is empowered under the Trust Agreement to amend the Trust Agreement, subject to the consent of the Board of Trustees of the General Synod Pension Fund (the "Trustees"). The parties to the Trust Agreement, which includes the General Synod, the Trustees and the Pension Committee of the General Synod (the "Pension Committee"), deem it desirable to confer upon the Trustees the power to amend the Trust Agreement, subject to the consent of the Pension Committee. They also deem it desirable to amend the Trust Agreement to resolve possible conflicts between the Trust Agreement and any other governing documents and clarify the legal relationships between the various stakeholders in the General Synod Pension Fund and also to provide for the possibility of expenses being paid directly by Participating Employers where the Pension Committee determines it is appropriate to do so.

ADOPTED #010-11-14

1.5 AGREEMENT TO TERMINATE PENSION AND BENEFIT ADMINISTRATION SERVICES AGREEMENT BETWEEN THE GENERAL SYNOD AND THE PENSION OFFICE CORPORATION

Moved by: Canon David Jones

Seconded by: Mr. Tony Teare

Be it resolved that the Council of General Synod approve the Pension Committee's recommendation to terminate Pension and Benefit Administration Services Agreement between the General Synod and the Pension Office Corporation, and to replace the Pension and Benefit Administration Services Agreement by the Cost Sharing and Agency Agreement (attached to this report as Appendix 3) be approved effective January 1, 2015.

Rationale: The Cost Service and agency Agreement fulfills two objectives:

- (i) Mitigates the HST risks identified and avoids any "double payment" of HST on Benefit Plan expenses.*

- (ii) *Provides further protection to the Trustees and the Pension Committee against fiduciary risks related to their duties with respect to the use of trust funds to pay expenses. Trustees are obligated to prudently administer trust assets; including employing appropriate mechanisms to determine that administrative expenses are reasonable and appropriate. A binding agreement between the various entities documenting this process with periodic reviews of the cost allocation process enhances the overall governance structure of the Benefit Plans.*

ADOPTED #015-11-14

C. MAY 2015

1.1 GENERAL SYNOD BENEFIT PLAN – REGULATION 5

Moved by: Canon David Jones

Seconded by: Mrs. Cynthia Haines Turner

Be it resolved that The Council of General Synod approves the recommendation of the Pension Committee to amend plan with respect to early retirement subsidies for benefits earned from January 1, 2016 and that a formula reduction of 6% per year be implemented from normal retirement age; and approve the following changes effective January 1, 2016.

Amendments to Regulation 5 (“Retirement Benefit”)

Bold indicates addition. ~~Strikethrough~~ indicates deletion
Section 2 of Regulation 5 is edited to read as follows:

2. Early Retirement

The amount of annual Pension payable on early retirement pursuant to Regulation 4.2 shall be the amount determined in accordance with section 1 of this Regulation but reduced as follows:

(a) for Pension accrued by the Member to December 31, 2015,

~~(i)~~**(i)** if the Member was an Active Member immediately prior to retirement, by

~~(i)~~**(A)** one quarter of one percent for each month or part of a month not exceeding 60 months by which the actual date of retirement precedes the earlier of

~~(A)~~**(I)** the Member's Normal Retirement Date, or

~~(B)(II)~~ the date on which the Active Member would have completed thirty-five Years of Contributory Membership, if the Member's Contributory Membership in the Plan had continued until that date,

plus

~~(ii)(B)~~ one half of one percent for each month or part of a month in excess of 60 months by which the actual date of retirement precedes the earlier of the two dates-referred to in ~~(i)(A)~~ above;

~~(b)(ii)~~ if the Member had become an Inactive Member and had not returned to Active Service, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.

(b) for Pension accrued by the Member after December 31, 2015, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.

Rationale: An unreduced pension is available to members at the earlier of 65 years of age and 35 years of continuous service.

The CAG considered a model that had the effect of eliminating the early retirement subsidies entirely. In this case, a member retiring before their normal retirement date would have his or her pension (earned after the effective date of the change) reduced on an actuarially equivalent basis. Practically, it was prudent to consider a formula reduction of 6% per year rather than an actuarial adjustment. This amendment amends the early retirement subsidy as requested by the Trustees for Pension earned from January 1, 2016 onwards. Pension earned up to December 31, 2015 will continue to be eligible for subsidized early retirement without change.

CARRIED #009 05 15

1.2 GSPP INVESTMENT MANAGEMENT FEE

Moved by: Canon David Jones

Seconded by: Mrs. Cynthia Haines Turner

Be it resolved that The Council of General Synod approves the recommendation of the Pension Committee under the new Benefit Plan Regulation, to require GSPP investment management fees be paid from the Pension Office Corporation's administrative expense account for 2015.

Rationale: The administration expense account has 2 sources of contribution due to good experience under the benefit plans and the LTD Plan. These one-time deposits are sufficient to pay investment expenses in 2015.

D. November 2015**1.1 REGULATIONS OF THE GENERAL SYNOD PLANS**

A motion to amend the changes to regulations 1, 4, 5, 10 and 14 of Canon VIII effective December 31, 2015.

Moved by: Mr. David Jones

Seconded by: Mr. David Embury

Be it resolved:

That The Council of General Synod approves the recommendation of the Pension Committee to amend Regulations 1, 4, 5, 10 and 14 of Canon VIII as follows with effect from December 31, 2015.

Bolded text is new and ~~strikeout~~ is removed

Amendments to Regulation 1 (“Definitions”)

Section 1 (b) of Regulation 1 is edited to read as follows:

1. “Active Member” means a person who:

(a) is a Member accruing Active Service, or

(b) is a Member who has been granted a leave of absence of one of the following types:

(i) study **leave**,

(ii) pregnancy **leave**,

(iii) parental **leave**,

(iv) family medical/**compassionate care leave**, or

(v) any other type of leave required to be granted by the Ontario Employment Standards Act **or other applicable provincial employment or labour standards act or code.**

Rationale: To broaden the reference to incorporate other provincial legislation and maintain consistency between the GSPP and LTD plan provisions

Amendments to Regulation 4 (“Retirement”)

Section 2 of Regulation 4 is edited to read as follows:

A Member may retire at any time within the ten-year period preceding the Member's Normal Retirement Date. **For clarity, a Member may retire at any time after the earlier of the first of the month next following or coincident with the Member's 55th birthday or following completion of at least 30 Years of Contributory Membership.** Such member shall receive a Pension calculated in accordance with Regulation 5.2 accruing from the first day of the month following the Member's retirement date.

Rationale: This is to clarify that a member who has not attained age 55 can retire following 30 years of contributory membership.

Amendments to Regulation 5 ("Retirement Benefit") - Effective December 31, 2015

Bolded text is new and ~~strikeout~~ is removed

Sections 9 (c) and (d) of Regulation 5 are deleted in their entirety:

- (a) The provisions of this Regulation 5.9 apply to a Member in receipt of Pension who enters the employment of a Participating Employer (herein referred to as a "Re-employed Member"), and take precedence over the provisions of the Plan that would otherwise apply.
- (b) ~~Subject to Regulation 5.9(c),~~ **No** Contributions shall be made by a Re-employed Member or by such Member's employer, and no additional Pension shall accrue to such Member as a result of employment after the commencement of receipt of Pension.
- (c) ~~Where both the Re-employed Member and the Member's Employer so request in writing, and subject to Regulation 3.4, the Re-employed Member and the Member's Employer may contribute to the Plan in accordance with Regulation 3, and in such event the following provisions apply:~~
 - ~~(i)The Pension otherwise payable to the Member shall be suspended for any month in respect of which Contributions are payable to the Plan by the Member and the Member's Employer.~~
 - ~~(ii)When the Member's employment by a Participating Employer ceases, or Contributions cease to be paid by the Member and the Member's Employer, payment of the Member's Pension shall be reinstated accruing from the beginning of the month next following the cessation of Contributions, and the amount of Pension otherwise payable shall be increased to an amount equal to:~~
 - ~~(A)the amount of Pension payable to the Member immediately before the suspension of the Member's Pension pursuant to Regulation 5.9(c)(i); plus~~
 - ~~(B)any increase in such amount of Pension which would have applied during the period of re-employment if the Member's Pension had not been suspended; plus~~

~~(C) _____ an amount with respect to Salary in the period of re-employment during which Contributions were paid, determined in accordance with Regulation 5.~~

~~(iii) A Member's re-employment shall not adversely affect the entitlement of any person to any Surviving Partner's Allowance pursuant to Regulation 8, in respect of the Pension payable with respect to the Member's membership in the Plan prior to re-employment.~~

~~(iv) In the event of the death of a Member during the period of re-employment, the death benefits payable, if any, shall be determined as though the Member had ceased to be employed and had resumed receipt of Pension immediately prior to the Member's death.~~

~~(d) The foregoing provisions shall not affect any Pension payable to a person as a Surviving Partner's Allowance in the event of such person's employment by a Participating Employer.~~

Rationale: This amendment eliminates the option for a Member returning to work after retirement to cease pension payments and accrue additional pension for their future retirement. Tax law prohibits earning and collecting a Defined Benefit pension from the same plan at the same time. The plan still needs to stipulate what happens when a retired member returns to work, but the option provided for in subsection (c) is not required, and the pension office feels it is usually not beneficial for the Member to forfeit pension payments while re-employed. Subsection (d) is no longer required once (c) has been removed as a Re-employed Member's only option is to continue to receive pension payments while re-employed - there is no adjustment to a Member's pension, or to any Surviving Partner's Allowance.

Amendments to Regulation 5 ("Retirement Benefit")

Section 2 of Regulation 5 is edited to read as follows:

The amount of annual Pension payable on early retirement pursuant to Regulation 4.2 shall be the amount determined in accordance with section 1 of this Regulation but reduced as follows:

~~(a) for Pension accrued by the Member to December 31, 2015,~~
~~(i) if the Member was an Active Member immediately prior to retirement,~~

~~(A) (i) for Pension accrued by the Member to December 31, 2015, by~~

~~(A) one quarter of one percent for each month or part of a month not exceeding 60 months by which the actual date of retirement precedes the earlier of~~

(I)) the Member's Normal Retirement Date, or

(II) the date on which the Active Member would have completed thirty-five Years of Contributory Membership, if the Member's Contributory Membership in the Plan had continued until that date,

plus

(B) one half of one percent for each month or part of a month in excess of 60 months by which the actual date of retirement precedes the earlier of the two dates referred to in (A) above;

~~(ii) if the Member had become an Inactive Member and had not returned to Active Service, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.~~

~~(b) for Pension accrued by the Member after December 31, 2015, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.~~

(ii) for Pension accrued by the Member after December 31, 2015, by

(A) one half of one percent for each month or part of a month by which the actual date of retirement precedes the earlier of

(I) the Member's Normal Retirement Date, or

(II) the date on which the Active Member would have completed forty Years of Contributory Membership, if the Member's Contributory Membership in the Plan had continued until that date.

(b) if the Member had become an Inactive Member and had not returned to Active Service, by one half of one percent for each month or part of a month by which the actual date of retirement precedes the Member's Normal Retirement Date.

Rationale: This amendment allows for members to retire from active membership at an early retirement date referencing when the member would have reached forty years of service had they continued working. The early retirement reductions for pensions accrued after 2015 will also reference this date. Terminated members, however, will not have early retirement reductions in reference to the date they would have reached forty years of service incorporated into commuted value calculations

Amendments to Regulation 10 ("Termination of Active Service") - Effective December 31, 2015

Section 4 (b) of Regulation 10 is edited to read as follows:

(b) Where a Member's employment by a Participating Employer terminates upon the Member becoming an employee of a participating employer in the Lay Retirement Plan of the Anglican Church of Canada, the Member's Active Service shall be deemed not to

have terminated, **but Contributions pursuant to Regulation 3 are not required, and no additional Pension is accrued, from the date on which the Member makes such change in employment.** However, the Member shall become an Inactive Member in the event the Member subsequently ceases to be employed either by such an employer or by any Participating Employer.

Rationale: This amendment clarifies the intent that a Member who becomes an employee of a participating employer in the LRP is not eligible to terminate membership in the GSPP until the Member terminates employment with any participating employer of the GSPP or LRP.

Amendments to Regulation 14 (“RETIREMENT SAVINGS FUND (Additional Voluntary Contributions)” – Effective December 31, 2015

Section 3 (a) of Regulation 14 is edited to read as follows:

(a) The Member may use these accumulated additional savings to purchase additional Pension or may elect any other option permitted under the Income Tax Act (Canada), provided the savings are so applied no later than the December 31 coincident with or next following the Member’s attainment of the age of ~~sixty-nine~~ **seventy-one** years.

Rationale: To align this Regulation with current legislative restrictions.

CARRIED #005 15 11

March 2016

E. CANON VIII – GENERAL SYNOD PENSION PLAN

***Bolded** text is new and ~~strikeout~~ is removed*

Amendment - Canon VIII Effective December 31, 2015

Moved by: Mr. David Jones

Seconded by: Mr. James

Sweeny

Amendments to Section 5 (a)

Section 5 (a) is edited to read as follows:

The Board of Trustees shall consist of not less than six and not more than ~~eight~~**nine** persons, who shall be individuals resident in Canada, provided that at least half of the Trustees are representatives of the Members. These representatives are not required to be Members.

Rationale:

Gives an opportunity to appoint a retiree.

Appendices attached to the resolutions

- Appendix 1 – New Benefit Plan Regulation
- Appendix 2 – General Synod Pension Plan Trust Agreement
- Appendix 3 – Cost Sharing and Agency Agreement

Appendix 1

New Benefit Plan Regulation

Appendix 1

THE ANGLICAN CHURCH OF CANADA

Pension Office Corporation

625 Church St., Suite 401

Toronto, Ontario, M4Y 2G1

Tel: (416) 960-2484

Toll Free No. 1-800-265-1070

www.anglicanpension.ca

**GENERAL SYNOD BENEFIT PLANS
ADMINISTRATION AND EXPENSES**

REGULATION

**MADE PURSUANT TO SECTION 4 OF
CANON VIII**

January 1, 2015

1. DEFINITIONS

In these Regulations, unless the context requires otherwise, the terms defined in section 1 b) of Canon VIII or in the General Synod Pension Regulation shall have the meanings ascribed therein, and:

1. **"Benefit Plan"** means one of the Benefit Plans;
2. **"Benefit Plans"** means The General Synod Pension Plan, the General Synod Long Term Disability Plan, the Lay Retirement Plan, the Continuing Education Plan, the Self-Insured Death Benefit Plan, the Group Benefit Plan, and any other plan that has been or is created by the Pension Committee pursuant to section 4 t) of Canon VIII;
3. **"Required Contribution"** means the amount that each Participating Employer is required to contribute to pay for the expenses associated with the Benefit Plans pursuant to Article 3 of this Regulation.

2. PURPOSE

1. The purpose of this regulation to impose the obligation on all Participating Employers to pay all expenses in respect of the Benefit Plans to the extent that the expenses are not paid from the assets of the applicable Benefit Plan.

3. REQUIRED CONTRIBUTIONS

1. The Pension Committee is empowered to establish the amount of the Required Contribution of each Participating Employer by resolution from time to time.
2. The Required Contribution may be expressed as a percentage of the Salary to all Members in Active Service who are employees of a Participating Employer and otherwise entitled to participate in the Benefit Plans or as otherwise determined by the Pension Committee.
3. The Required Contributions will be paid to the Pension Office, to be allocated to pay the expenses of the Benefit Plans as necessary.
4. If the Pension Committee determines that it is necessary or desirable to alter the amount of the Required Contribution, the Pension Committee shall provide sixty (60) days' written notice to each Participating Employer prior to the effective date of the new Required Contribution.

4. GENERAL POWERS OF PENSION COMMITTEE

1. The Pension Committee may appoint agents or delegate to any person the authority to collect and allocate the Required Contributions and pay the applicable expenses.
2. For greater certainty, the Pension Committee is hereby empowered to enter contracts with third parties to provide for the orderly administration of the Benefit Plans as is necessary or desirable.

Appendix 2
General Synod Pension Plan Trust
Agreement

Appendix 2

THIS AMENDED AND RESTATED TRUST AGREEMENT made as of the _____ day of _____ 2015 reflecting the terms of Trust constituted on October 26, 1992, amendments made on October 22, 2005 and October 30, 2014.

BETWEEN:

GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA, a body corporate, incorporated by special act of the Parliament of Canada,

(hereinafter referred to as the "**General Synod**")

OF THE FIRST PART

-and-

**Josephine Marks
Karen McRae
Bob Boeckner
Louise Greig
Sheryl Kennedy
Stephen Koning
David Stovel
The Right Reverend M. Philip Poole,**

(hereinafter referred to as the "**Trustees**")

OF THE SECOND PART

-and-

PENSION COMMITTEE OF THE GENERAL SYNOD

(hereinafter referred to as the "**Pension Committee**")

OF THE THIRD PART

WITNESSETH:

WHEREAS the General Synod of the Anglican Church of Canada has established by Canon VIII and Regulations thereto the General Synod Pension Plan (the "Plan");

AND WHEREAS Canon VIII sets out the requirements for the establishment of The Pension Fund of The Anglican Church of Canada for the purpose of funding the Plan and sets out the requirements for the appointment of Trustees thereof and their powers, authorities and duties;

AND WHEREAS this Trust Agreement is made pursuant to Canon VIII and is to be read together with Canon VIII (the terms of which are incorporated by reference into this Trust Agreement) and replaces any prior trust agreements;

AND WHEREAS the Parties of the Second Part to this Agreement are the present Trustees of the Pension Fund.

AND WHEREAS the General Synod assigned oversight of the Pension Fund to the Pension Committee and The Pension Office Corporation of the Anglican Church of Canada that oversees the Plan and the Pension Fund, which reports to the Pension Committee on the overall performance of the Pension Fund;

AND WHEREAS the Pension Committee is not a separate legal entity, and consists of those individuals who, from time to time, are appointed by the General Synod to oversee the administration of the Pension Fund and for other purposes, and the Pension Committee, through its Chair, has acknowledged the terms of this Trust Agreement and agreed to be a party to it;

NOW THEREFORE in consideration of the premises and of the mutual obligations and agreements herein set forth the General Synod and the Trustees do hereby covenant and agree as follows:

ARTICLE ONE

DEFINITIONS

1.1 The trust fund shall be known as "The Pension Fund of The Anglican Church of Canada".

1.2 The meaning of all words and expressions defined in the Plan also apply to such words and expressions where used in this Trust Agreement, unless the context otherwise requires.

1.3 All references to Canon VIII shall mean Canon VIII of the General Synod of the Anglican Church of Canada and Regulations thereto (dated June 1989 but made retroactive to January 1, 1988) as they may be amended from time to time.

ARTICLE TWO

ACCEPTANCE OF TRUST

2.0 The Trustees accept the trusts set out in Canon VIII and in this Trust Agreement and agree that the Pension Fund shall be held by them in trust under and subject to the terms of Canon VIII and this Trust Agreement. The Trustees shall receive and hold as part of the Pension Fund any contributions paid to them in cash or other property acceptable to the Trustees, including any cash or other property transferred from

any other funding medium under the Plan. All such cash or other property, together with the income and capital gains arising therefrom, less any proper payments therefrom, shall be held, invested, managed and administered pursuant to the terms of Canon VIII and this Trust Agreement.

ARTICLE THREE

PAYMENTS OUT OF THE PENSION FUND

3.0 The Trustees shall have responsibility to review and authorize for payment from the Pension Fund all benefits and other amounts payable under the terms of the Plan.

ARTICLE FOUR

POWERS, DUTIES AND AUTHORITY OF TRUSTEES

4.1 The Trustees shall have, in addition to the powers given to them by Canon VIII, and to any other powers and authority to which trustees may be entitled at law, the following powers and authority in the administration of the Plan and the Pension Fund, all of which powers and authority shall be exercised by the Trustees in their discretion but not in any manner inconsistent with any other provision of this Trust Agreement or the Plan or the Plan's Statement of Investment Policies and Goals, as any of them may be amended from time to time.

A. With any cash at any time held by them to purchase or otherwise acquire any securities or other property of any kind permitted in ARTICLE FIVE and to retain in trust such securities or other property;

B. To sell for cash or on credit or partly for cash and partly on credit, convert, redeem, exchange for other securities or other property, convey, transfer, pledge or otherwise dispose of any securities or other property at any time held by them by any means considered reasonable by the Trustees and to receive consideration and grant discharges therefor;

C. When instructed to do so by the Pension Committee, to settle, compromise or submit to arbitration any claims, debts, or damages, due or owing to or from the Pension Fund, to commence or defend suits or legal proceedings and to represent the Pension Fund in all suits or legal proceedings; provided that the Trustees shall not be obligated or required to do so unless they have been first indemnified to their satisfaction against all expenses and liabilities sustained or anticipated by them;

D. To exercise any conversion privilege and/or subscription right, warrant and/ or other rights or options available in connection with any securities or other property at any time held by them and to make any payments incidental thereto; to consent, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation,

merger or readjustment of the finances of any corporation, company or association any of the securities of which may at any time be held by them or to the sale, mortgage or lease of the property of any such corporation, company or association, and to do any act with reference thereto, including the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which they may so acquire and generally to exercise any of the powers of an owner with respect to securities or other property held in the Pension Fund;

E. To vote personally or by general or limited proxy, any securities or other property which may be held by them at any time, and similarly to exercise personally or by general or by limited power of attorney any right appurtenant to any securities or other property held by them at any time;

F. To employ and pay such agents and advisers, including, without limiting the generality of the foregoing, custodians, disbursing agents, investment advisors, lawyers, actuaries, auditors and other persons as the Trustees may deem necessary or advisable from time to time for the purpose of discharging their duties hereunder (including any person who may be a Trustee or any firm or organization of which such person may be a member or affiliated, and including any person who may be an officer or employee of the General Synod), and to rely and act on information and advice furnished by such persons or to refrain from acting thereon; provided that the Trustees must use such care in the selection and supervision of such persons as is reasonable and prudent in the circumstances and, in such event, the Trustees will not be responsible for the neglects or defaults of such persons;

G. To register the securities or other property of the Pension Fund in the name of "The Trustees of the General Synod of the Anglican Church of Canada Pension Fund" or a similar name or designation or in their own names or in the names of nominees in trust for the Pension Fund; and the Trustees are hereby expressly empowered to keep the same, wholly or partly, at the office of any financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located, in which case the securities or other property may be registered in the name of such financial institution or its nominee, a depository of the financial institution or the nominee of such depository, or in bearer form. The securities and other property of the Pension Fund shall at all times be kept distinct from the Trustees' own assets and those of their nominees or depositories and distinguishable in the registers and other books of account kept by the Trustees or their nominees or depositories from those of the Trustees or their nominees or depositories, and such registers and books of account shall show that such securities or other property are held in trust for the Pension Fund;

H. To make, execute, acknowledge and deliver, as Trustees, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers and the Trustees may by resolution authorize such person or persons or corporation to execute any such documents on the Trustees' behalf;

I. To keep such portion of the Pension Fund in cash as may from time to time be deemed by them to be in the best interests of the Pension Fund, in such interest bearing accounts as the Trustees determine, or to invest such cash balances in short term or intermediate term cash equivalents having ready marketability;

J. To make arrangements for the care and custody of the securities and other property of the Pension Fund and such banking arrangements as the Trustees from time to time deem advisable; and without limiting the generality of the foregoing the Trustees may by resolution authorize any person or persons to sign cheques on the Trustees' behalf;

K. To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary to carry out their responsibilities hereunder.

The exercise by the Trustees 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.

ARTICLE FIVE

INVESTMENTS

5.1 Investment of the Pension Fund. The Pension Fund shall be held, invested and reinvested in assets in which the funds of a pension plan may be invested under the Ontario *Pension Benefits Act* 1990 and the regulations thereto, as may be amended from time to time (or any successor statute and regulations), and in such manner as the Trustees may in their sole discretion determine without in any way being limited to investments authorized for trustees under any other applicable federal provincial or territorial legislation save as hereinafter provided. In no event shall any investment of the Pension Fund be made or retained if such investment:

(A) would not be in compliance with any applicable laws, regulations or requirements relating to the determination of authorized investments of pension funds; or

(B) would not be in compliance with the Statement of Investment Policy and Procedures, as amended from time to time, filed in respect of the Plan; or

(C) is a loan to any Member of the Plan or any contributing employer or to any other person as may be prohibited by any applicable law or regulation.

5.2 Power to Commingle. The Trustees may, in their discretion from time to time,

(i) invest all or any portion of the Pension Fund in any one or more mutual funds or other funds qualified for the investment of pension funds for the purpose of permitting common investment and reinvestment; and

(ii)))) commingle all or any portion of the Pension Fund with the assets of or all of the trust funds established in conjunction with other employee pension plans authorized by the General Synod or the National Executive Council or by any Provincial or Diocesan Synod and for which the Trustees are trustees and to make joint, collective or participating investments with respect to such commingled assets; provided, however, that the Trustees shall maintain separate accounts reflecting the undivided share, expressed on a pro-rata basis, of the Pension Fund in such investments and shall equitably on such basis determine the value of the assets of the Pension Fund from time to time withdrawn or segregated from such joint, collective or participating investments. For greater certainty, it is expressly understood and agreed that neither the aforesaid commingling, making of joint, collective or participating investments nor the maintenance of separate accounts as provided in this Pension Agreement is intended to create, nor shall such commingling, making of joint, collective or participating investments and maintenance of separate accounts, create a separate trust or trusts.

5.3 Warrants, Options, Futures, Precious Metals. Without limiting the generality of the Trustees' investment authority but subject always to Section 5.0, they are hereby expressly authorized to invest in warrants, options, futures or other instruments designed to provide additional income or hedging opportunities for current investments and to invest in gold, silver and other precious metals.

5.4 Securities Lending. Subject to Section 5.0, the Pension Fund may engage in securities lending under a specific programme approved by the Pension Committee and in connection therewith, the Trustees are authorized to release and deliver securities and return collateral received for securities in accordance with the provisions of the programme.

ARTICLE SIX

FEES AND EXPENSES

6.1 Taxes and Assessments. All taxes and other assessments levied or assessed under existing or future laws against the Trustees or the Pension Fund in respect of the Pension Fund or in respect of any money, property or securities from time to time forming a part thereof, shall be paid out of the Pension Fund and the Trustees shall withhold from payments out of the Pension Fund all taxes required by any law to be withheld.

6.2 Expenses. All reasonable expenses that relate to the administration of the pension plan or the administration and investment of the pension fund may be paid from the Pension Fund. The Pension Committee is empowered to determine which expenses will be paid from the Pension Fund and which expenses will be paid directly by the Participating Employers pursuant to Canon VIII.

ARTICLE SEVEN

ANNUITY PURCHASES

7.0 The Trustees may, as they determine appropriate, pay out of the Pension Fund such amount or amounts as is or are required to purchase or pay for a contract or contracts with an insurance company or companies authorized to carry on an insurance business in Canada or with the Canadian government or a province in Canada to provide pension benefits under the Plan.

ARTICLE EIGHT

REPORTS, ACCOUNTS AND STATEMENTS

8.1 Accounts and Records. The Trustees shall cause to be kept accurate and detailed accounts and records of all investments, receipts and disbursements and other transactions with respect to the Pension Fund, and all accounts, books and records relating thereto shall be open to inspection to such person or persons as the Trustees determine appropriate, or as required by law.

The Trustees shall maintain and determine or cause to be maintained and determined separate accounts of the contributions of individual Members under the Plan; and such other accounts as the Plan requires shall be maintained by the Trustees.

8.2 Periodic Statements. The Trustees shall render to the Pension Committee and the actuaries within 90 (ninety) days following the last day of each fiscal year of the Pension Fund or the termination of this Trust Agreement, or at such other times as may be agreed upon by the Trustees and the Pension Committee, accounts of the transactions of the Pension Fund in a form acceptable to the Pension Committee.

ARTICLE NINE

ADMINISTRATION

9.1 Chairman and Secretary. The Trustees shall elect a Chairman from among their number and shall appoint a Secretary who may, but need not, be a Trustee. In the event the Chairman or the Secretary are not in attendance at a meeting, the Trustees in attendance (if there is a quorum) may select a Chairman or Secretary, as the case may be, of such meeting.

9.2 Voting By the Trustees. In the event the Trustees are unable to agree on any matter, the decision of a majority of Trustees present at a meeting where the matter is being considered shall be the decision of all the Trustees. The Chairman of the meeting shall not vote on any matter except where there is a tie vote in which case the Chairman shall have the casting vote.

9.3 Unanimous Consent. In lieu of holding a meeting, the Trustees may make a decision by way of unanimous consent as evidenced by a written resolution or minute signed by all of the Trustees. It shall be the duty of the Secretary to record such resolution or minute in the Trustees' minute book under its proper date.

9.4 Rules and Regulations. The Trustees may adopt, by by-law or otherwise, whatever rules and regulations they see fit to govern their own procedure so long as such rules and regulations are not inconsistent with any of the provisions of Canon VIII, this Trust Agreement or the Plan.

9.5 Responsibility of Trustees. Neither the Trustees as a body nor any individual Trustee shall be liable for any honest error of judgment, nor be personally liable for any liability or debt of the Pension Fund contracted or incurred, nor for the non-fulfilment of any contract, nor for any other liability arising in connection with the administration of the Plan and the administration and the investment of the Pension Fund; provided, however, that nothing herein shall exempt the Trustees or any Trustee from any liability, obligation or debt arising out of acts or omissions done or suffered in bad faith or through gross negligence or wilful misconduct. Neither the Trustees nor any Trustee shall be liable for any action taken upon reliance on any instrument, certificate or paper believed by the Trustees to be genuine and to be signed or presented by the proper person or persons and shall be under no duty to make investigations nor inquiry as to any statement contained in any such document but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. The Trustees may obtain trustees' and fiduciaries' liability insurance and pay the premiums for such insurance out of the Pension Fund. Any deductible amounts in respect of any claim for which coverage is provided by a trustees' or fiduciaries' liability insurance policy shall be paid from the Pension Fund.

9.6 Legal Proceedings. The costs and expense of any action, suit or proceeding brought by or against the Trustees, or any of them (including counsel fees), shall be paid from the Pension Fund, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Trustees were acting unreasonably or in bad faith in the performance of their duties hereunder.

ARTICLE TEN

APPOINTMENT, RESIGNATION AND REMOVAL OF TRUSTEE

10.1 Composition of the Trustees. The Trustees shall be appointed in the manner set out in Canon VIII provided that at least one (1) Trustee shall be independent of any employer contributing to the Pension Fund, as required by applicable laws.

10.2 Successor Trustees. If a person appointed Trustee consents to act as Trustee, then upon the effective date of his appointment he shall be bound by all of the terms of this Trust Agreement as though he were an original party to it. The Pension Fund shall vest in the new Trustee and the continuing Trustees without the need for a conveyance or assignment and any reference to "Trustees" in this Trust Agreement shall mean the Trustee or Trustees from time to time in office.

10.3 Conveyance. Notwithstanding the last preceding provision, every person ceasing to be a Trustee hereunder shall at the request of the Pension Committee convey, assign, transfer and make over or join in conveying, assigning, transferring and making over to the Pension Fund, any or all of the real and personal property of the Pension Fund as the Pension Committee may direct.

ARTICLE ELEVEN

PARTICIPATING EMPLOYERS

Except as otherwise provided in the Plan:

11.1 The Pension Committee, upon written notice to the General Synod and the Trustees, shall have the right to extend the benefits of the Plan to the eligible employees of any Provincial or Diocesan Synod, Parish or other organization in the Church which wishes to participate in the Plan (a "Participating Employer") and, such Participating Employer may thereupon participate in the Plan and the Pension Fund on behalf of its eligible employees and will be bound by the provisions of the Trust Agreement.

11.2 A Participating Employer may, subject to such prior approval as may be required by the applicable regulatory authorities, withdraw from participation in the Plan. The Pension Committee may direct the Trustees to segregate from the Pension Fund the equitable

share in the Pension Fund allocable to Plan members of a Participating Employer which withdraws from participating in the Plan, in accordance with the terms of the Plan, as certified to the Trustees by the Pension Committee. The Trustees shall thereupon segregate from the Pension Fund such assets as shall be determined to be equal in value to any such equitable share. If such equitable share of assets of the Pension Fund is insufficient to meet the liabilities under the Plan attributable to Plan members and former members of the withdrawing Participating Employer, the benefits of such members and former members shall be reduced in an equitable manner, on the advice of the Actuary and in accordance with Applicable Legislation. Such segregation from the Pension Fund may be in cash or in property held in the Pension Fund, or any combination of both, as the Trustees may determine, and the Trustees' valuation of the assets of the Pension Fund for such purpose shall be conclusive and binding on all persons.

11.3 The Trustees shall hold, invest and reinvest the equitable share so segregated as a separate trust pursuant to the provisions of this Agreement until a separate funding agreement is entered into between the Participating Employer and a qualified funding agent appointed by the Participating Employer. Acceptance of such appointment shall be evidenced in writing delivered by the Participating Employer to the Trustees. Upon acceptance of such appointment by such funding agent, the Trustees shall assign, transfer and pay over to such funding agent the assets then constituting such equitable share so segregated.

11.4 Where such separate trust is held, invested and reinvested, pursuant to the provisions of this Trust Agreement, this Trust Agreement shall, where the context so requires, be construed as if such Participating Employer had been named herein as the Synod and as if the assets of such separate trust had been named herein as the Fund.

ARTICLE TWELVE

AMENDMENT AND TERMINATION

12.1 Amendment. Subject as hereinafter provided, the Trustees may at any time and from time to time to amend, in whole or in part, all or any of the provisions of this Trust Agreement; provided, however, that no such amendment shall become effective without the Pension Committee's written consent.

12.2 Termination. The General Synod may terminate this Trust Agreement at any time, in which case the Trustees shall distribute the Pension Fund in accordance with the terms of the Plan and provide the General Synod with a final accounting of their administration of the Pension Fund, provided that no such distribution shall be made without first obtaining such approvals of Revenue Canada and any other appropriate federal or provincial authority as may be required under any legislation or regulations applicable to the Plan. If there is a deficit resulting from the Pension Fund being insufficient to meet all of the liabilities under the Plan, benefits shall be reduced in an equitable manner, on the advice of the Actuary and in accordance with Applicable Legislation.

ARTICLE THIRTEEN

INDEMNIFICATION

13.1 Standard of Care. Except as otherwise provided in any other general or particular provision of this Trust Agreement, in performing their obligations and duties under this Trust Agreement, the Trustees shall act honestly and in good faith and shall exercise the care, diligence and skill that a prudent trustee would exercise in dealing with the property of another person (the "Standard of Care").

13.2 Indemnification. The Trustees and their heirs and executors (the "Indemnified Parties") are hereby indemnified and held harmless by the Pension Fund and, to the extent not paid by the Pension Fund, by the Participating Employers who contribute to the Pension Fund, from any and all claims, liabilities, damages, costs and expenses of any kind, including reasonable legal and expert's fees and expenses (but excluding consequential losses) arising out of the performance of their obligations under this Trust Agreement, except as a result of a breach of the Standard of Care.

The indemnification set out in this ARTICLE THIRTEEN shall survive the termination of this Trust Agreement and/or the Pension Fund.

ARTICLE FOURTEEN

MISCELLANEOUS

14.1 Delivery of Notices. The delivery of any notice, account, statement, report, document, instruction or direction which, by any provision of this Trust Agreement, is required or permitted to be given or served by or to the Trustees or the Pension Committee or the General Synod, shall be deemed to be sufficiently given and served for all purposes if delivered personally, delivered by facsimile transmission, or mailed postage prepaid (except in the case of postal interruption), addressed to each of the Trustees at his address as filed with the Secretary; to the Pension Committee at the following address:

Pension Office Corporation of
The Anglican Church of Canada
625 Church St.
Suite 401
Toronto, ON
M4Y 2G1
FAX: 416-968-7689

and to the General Synod at the following address:

80 Hayden Street Toronto
Ontario M4Y3G2
Fax: 416-924-0211

or at such other address with respect to any of the Trustees, the Pension Committee or the General Synod as may be provided to the Secretary from time to time; and such notice shall be considered to have been given on the day it is actually delivered personally or by facsimile transmission to, or otherwise received by, the Trustee or the Pension Committee, or the General Synod, as the case may be.

14.2 Severance of Illegal or Invalid Provision. If any provision of this Trust Agreement shall be held illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the remaining provisions thereof but this Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

14.3 Notification Respecting Alienation of Benefits. The Trustees will notify the Pension Committee upon the receipt by them of any assignment or attempted assignment or notice thereof or of any involuntary assignment, seizure, garnishment or any process of law or execution or notice thereof in respect of any benefit payable out of the Pension Fund.

14.4 Assignment. This Trust Agreement may not be assigned by the Trustees otherwise than to Trustees appointed pursuant to the terms of this Trust Agreement.

14.5 Gender. Unless the context otherwise requires, any masculine term used in this Trust Agreement shall include the feminine and neuter and vice versa, and any singular term shall include the plural and vice versa.

14.6 Headings. The titles of Articles and the headings in this Trust Agreement are placed herein for convenience of reference only, and in case of any conflict, the text of this Trust Agreement, rather than such titles or headings, shall control.

14.7 Binding Agreement. This Trust Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their permitted successors and assigns.,

14.8 Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same Trust Agreement.

14.9 Applicable Law. This Trust Agreement shall be governed by, construed in accordance with, and enforced according to the laws of the Province of Ontario, Canada.

DATED AT TORONTO this _____ day of _____, 2015.

IN WITNESS WHEREOF the parties have executed this amendment to the Trust Agreement.

**GENERAL SYNOD OF THE
ANGLICAN CHURCH OF CANADA**

per: _____
Hanna Goschy, Treasurer

THE TRUSTEES

_____)	_____
Witness)	Josephine Marks, Trustee
_____)	_____
Witness)	Karen McRae, Trustee
_____)	_____
Witness)	Bob Boeckner, Trustee
_____)	_____
Witness)	Louise Greig, Trustee
_____)	_____
Witness)	Sheryl Kennedy, Trustee
_____)	_____
Witness)	Stephen Koning, Trustee
_____)	_____
Witness)	David Stovel, Trustee
_____)	_____
Witness)	The Right Reverend M. Philip Poole, Trustee

THE PENSION COMMITTEE OF THE GENERAL SYNOD

Per: _____
Authorized Signing Officer

Appendix 3
Cost Sharing and Agency Agreement

Appendix 3

THIS COST SHARING AND AGENCY AGREEMENT made effective as of the 1st day of January, 2015.

BETWEEN:

OF THE FIRST PART

THE TRUSTEES OF: THE PENSION FUND OF THE ANGLICAN CHURCH OF CANADA; THE GENERAL SYNOD LONG TERM DISABILITY FUND; THE CONTINUING EDUCATION FUND OF THE ANGLICAN CHURCH OF CANADA; THE LAY RETIREMENT FUND; and THE SELF-INSURED DEATH BENEFIT FUND

(hereinafter referred to collectively as the "Trustees" and the "Funds")

- and -

THE PENSION OFFICE CORPORATION OF THE ANGLICAN CHURCH OF CANADA

(hereinafter referred to as the "Pension Office")

OF THE SECOND PART

- and -

THE PENSION COMMITTEE OF THE GENERAL SYNOD OF THE ANGLICAN CHURCH OF CANADA (hereinafter the "Pension Committee")

OF THE THIRD PART

WHEREAS the Pension Office is a non-share capital corporation incorporated to administer various pension and benefit plans for the benefit of the clergy and lay employees of the Anglican Church of Canada (collectively, the "Plans");

AND WHEREAS each of the Funds relates to a specific pension or benefit plan that is administered by the same individual Trustees;

AND WHEREAS the Trustees of the Funds are empowered to enter into agreements for purposes of sharing certain administrative costs and expenses incurred in the administration of the Funds;

AND WHEREAS the Pension Committee is established under the Canons of the General Synod of the Anglican Church of Canada (the "General Synod") to act on behalf of the General Synod in respect of delegated responsibilities in relation to the Plans, including the establishment and administration of the Anglican Church Group Benefit Plans (the "Group Benefit Plan") and to serve as the Endowment Committee of the Anglican Church of Canada with respect to the Ordinary and Special Endowment Fund (the "Endowment Fund");

AND WHEREAS there is currently a Pension and Benefits Administration Services Agreement between the General Synod and the Pension Office, dated January 1st, 2005, which is being terminated by the parties thereto and is being replaced with this Cost Sharing and Agency Agreement in order to better provide for the administration of the Funds and Plans and the sharing of expenses and costs between the Plans;

AND WHEREAS for the purposes of effecting the cost sharing arrangements as set out in this Agreement, the Pension Office shall act as agent for the Trustees and the Pension Committee, in contracting with third parties;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 – TRUTH OF RECITALS

1.1 The parties acknowledge and agree that the foregoing recitals are true in substance and in fact.

ARTICLE 2 – TRUSTEES’ APPOINTMENT OF PENSION OFFICE AS AGENT

2.1 **Appointment and Acceptance of Agency.** The Trustees hereby appoint the Pension Office as their agent in respect of each of the Funds, on a disclosed or undisclosed basis, as may be appropriate, in contracting with third parties ("Third Party Contracts"), in relation to the shared expenses as set forth in this Agreement. The Pension Office hereby accepts said appointment.

2.2 **Pension Committee Appointment and Acceptance of Agency.** The Pension Committee hereby appoints the Pension Office as their agent in respect of the Group Benefit Plan and the Endowment Fund, on a disclosed or undisclosed basis, as may be appropriate, in contracting with third parties ("Third Party Contracts"), in relation to the shared expenses as set forth in this Agreement. The Pension Office hereby accepts said appointment.

2.3 **Agreements with Third Parties.** For the purposes of this Agreement, the Pension Office shall not enter into any Third Party Contracts as agent for the parties hereto, without their consent, save for such contracts which solely relate to the administrative tasks performed by the Pension Office as described in this Agreement. The parties hereby ratify and confirm all Third Party Contracts entered into by the Pension Office as of the date of execution of this Agreement.

2.4 **Administrative Responsibilities and Duties of Pension Office.** The Pension Office as Agent shall, subject to reimbursement provided herein, perform all necessary customary and required actions for the proper and complete administration of the Funds and the Plans, including, but not limited to:

- Maintaining employee data related to Plan participation
- Collecting and remitting required contributions for appropriate funding of all the Plans

- Calculating Plan entitlements for members upon retirement, termination, disability or death and communication of same to members
- Interacting with third party providers, as required
- Filing of all regulatory documents, as required
- Issuing pension and Long Term Disability cheques, and endowment payments
- Remitting taxes, as required
- Communication with Plan members regarding the Plans
- Preparation and filing of all reports, returns, financial statements or other material, as required by law, except such reports, returns, statements or other materials prepared and filed by other agents or advisors of the Trustees or the Pension Committee.
- Making arrangements for all meetings of the Trustees and the Pension Committee, including preparation and distribution of all materials, travel and venue arrangements.
- Assisting and cooperating as necessary with the agents and professional advisors appointed by the Trustees or the Pension Committee.
- Preparing such reports and documents as may be directed by the Trustees or the Pension Committee from time-to-time.

ARTICLE 3 – SHARED COSTS

3.1

- (a) **Allocation of Costs.** Annexed hereto as Appendix "A" to this Agreement is a schedule prepared by the Pension Office, setting out the various costs to be shared by the Plans and allocating the percentage to be paid by each Plan, pursuant to the provisions of this Agreement (the "Cost Allocation Schedule"), which Appendix "A", as amended from time to time, forms part of this Agreement.
- (b) **Annual Review.** The services and costs shared under this Agreement shall be reviewed and updated, as necessary, on an annual basis (the "Annual Review"), by the Pension Office. This review shall be conducted upon the release of the Pension Office's financial statements for the previous fiscal period and shall be based on actual costs incurred by the Pension Office as disclosed by said financial statements and supporting documents for such period.
- (c) **Yearly Reconciliation of Costs.** It is understood and agreed that in acting as agent, the Pension Office shall not be entitled to profit from this Agreement, nor shall it suffer any financial loss in respect of costs actually incurred. As such, in conjunction with the Annual Review above, the Pension Office shall determine and report to the parties any amounts which are paid by the Plans in respect of the preceding year which are more or less than the actual costs incurred by the Pension Office as disclosed in the Pension Office's financial statements and supporting documents for such period. The Plans or any of them, or the Pension Office, as applicable, shall reimburse the other party for the difference between the amounts paid and the actual costs incurred.
- (d) **Cost Allocation Schedule Review.** At any time when a new party is added to the Agreement as a principal, or any existing party terminates this Agreement as provided herein, the Pension Office shall undertake a full review of the costs and services, and shall prepare a new Cost Allocation Schedule, which shall be effective upon written resolution by all the parties, as of the date of the new Cost Allocation Schedule.
- (e) **Auditor Review.** Any party may request a review of the Cost Allocation Schedule or the results of an annual review by an auditor as selected on consent by all the parties. The parties and the Pension Office agree to cooperate with the auditor selected and to provide any information and access to documents and records as may be requested by the auditor for the purposes of this review. The cost of such an audit shall be shared between the Plans, allocated as between the Plans in such proportions as the Parties may agree in writing.
- (f) **Amendments to the Cost Allocation Schedule.** Any amendments to the allocation of costs to be shared by the parties as a result of any review pursuant to Article 3.1 herein, including any amendments required due to the addition, or termination of this Agreement by a party, including any one of the Funds or Plans, shall be adopted as a new Appendix "A" to this Agreement and shall form part of this Agreement.
- (g) **Disputes Pertaining to Recommended Amendments.** Any dispute between the parties in respect of recommended amendments by the Pension Office or an

auditor appointed by the parties pursuant to Article 3.1(e) herein concerning the costs to be shared shall be settled in accordance with Article 7.7 herein.

- 3.2 **Reimbursement of Costs by the Funds.** The parties agree that for the sake of economy and efficiency, the Pension Office, in its capacity as agent for the Trustees, shall initially incur the costs to be shared, but shall be reimbursed from the Funds for their respective share of expenses described in Articles 3.3 to 3.13 herein as determined by the Pension Office in accordance with this Agreement.
- 3.3 **Staff.**
- (a) **Employment Contracts.** All current and future employees who perform work in respect of the Funds shall be jointly employed by the Trustees of each Plan (the "Employees") and shall perform their tasks in accordance with the decisions and directions of the Trustees or their designate. The Employees shall at all times be subject to the direction and control of the Trustees. All determinations with respect to the hiring, discipline and termination of the Employees shall be subject to the approval of the Trustees or their designate. Each of the Plans shall jointly be responsible for all salary and benefit payments as set out in this Agreement. For the sake of economy and efficiency, the Pension Office shall continue to perform all payroll functions including the issuance of T4s and making the statutory deductions and remittances for all Employees on behalf of the Trustees.
- (b) **Wages.** The Plans shall reimburse the Pension Office as agent, for their respective shares of the wages of the Employees, and such respective share shall be as determined by the Pension Office on the basis of the Cost Allocation Schedule.
- (c) **Termination Liability.** In addition to regular wages, the Plans shall be liable on a pro rata basis as determined by the Pension Office for any costs associated with the termination of an Employee pursuant to a settlement agreement, arbitration award, or court order, in respect of such termination.
- 3.4 **Other Remuneration and Staff Expenses.** The Plans shall reimburse the Pension Office for their respective shares of the cost of any other remuneration for the Employees, including without limiting the generality of the foregoing, any contribution to pension or employee benefit funds that the Employees are entitled to as employees of the Trustees. The Plans shall also reimburse the Pension Office for their respective shares of any other reasonable and customary expense incurred in respect of the Employees, such as, but not limited to, the cost of training Employees in respect of the performance of their tasks as described in this Agreement.
- 3.5 **Telephones and Computers.** The Plans shall reimburse the Pension Office as agent, for their respective shares of the use of the Pension Office's telephone and computer facilities.
- 3.6 **Postage, Printing, Office Supplies and Miscellaneous Expenses.** Should the Pension Office incur costs relating to postage, printing, office supplies or other miscellaneous expenses necessarily incurred on behalf of the Trustees, the Plans shall reimburse the Pension Office as agent as and when such costs are incurred, in an amount based on the Plan's or Plans' proportionate share of the actual cost of the office

supplies, postage, printing or other miscellaneous expense utilized for the benefit of the Plan or Plans.

- 3.7 **Professional Fees.** The Plans shall reimburse the Pension Office as agent for their respective shares of the costs of legal, accounting and other professional services in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.8 **Rent.** The Plans shall reimburse the Pension Office for the cost of renting office space pursuant to a sublease between the Pension Office and the parties hereto. The rent payable by each Plan shall be determined in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.9 **Furniture, Fixtures and Office Equipment.** The Plans shall reimburse the Pension Office for each Plan's or Plans' share of the cost for the use of any office equipment, furniture or fixtures in an amount based on the Plan's or Plans' proportionate share of the costs in respect of such furniture, fixtures and office equipment in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.10 **Cost of Production of Forms, Materials, Reports and Member Communication.** The Plans shall reimburse the Pension Office for each Plan's or Plans' share of the cost for the use, production and preparation of forms and materials, reports and member communication in an amount based on the Plan's or Plans' proportionate share of such costs in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.11 **Cost of Meetings.** The Plans shall reimburse the Pension Office for each Plan's or Plans' share of the cost in respect of any meetings of the Trustees and the Pension Committee in an amount based on the Plan's or Plans' proportionate share of the cost in respect of such meetings in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.12 **Insurance.** The Plans shall reimburse the Pension Office for each Plan's or Plans' share of the cost of insurance coverage in respect of the Pension Office, the Trustees and the Pension Committee, including, but not limited to, the cost of Trustees' errors and omissions and fiduciary insurance in an amount based on the Plan's or Plans' proportionate share of the Insurance cost in accordance with the Cost Allocation Schedule as set out in Appendix "A".
- 3.13 **Acquisition of Capital Items.** The Pension Office may from time to time acquire capital items or goods as agent on a disclosed or undisclosed basis for the Plans. Subject to ratification by the Trustees and/or the Pension Committee, as applicable, the Trustees or the Pension Committee on behalf of the Funds or Plans shall be owners of said capital items or goods purchased by the Pension Office as their agent.
- 3.14 **Costs Not Shared.** Notwithstanding any term in this Agreement, any cost incurred by the Pension Office acting as agent in respect of an expense that relates solely to one Plan, such expense shall be reimbursed by that Plan only.
- 3.15 **Time of Payment.** All payments under this Agreement, except as otherwise provided, shall be made in quarterly instalments.

ARTICLE 4 – RECORDS AND REPORTING

- 4.1 The Pension Office as agent shall establish and maintain such accurate and up-to-date records, in accordance with generally accepted accounting principles, where applicable, as may be reasonably required from time to time, by the Trustees and/or the Pension Committee, as applicable, including without limitation, records of:
- (a) all costs, expenses, disbursement and receipts relating to expenditures covered by this Agreement; and
 - (b) such other reports and information related to services under this Agreement, as may be reasonably required by the Trustees and/or the Pension Committee.

ARTICLE 5 – AMENDMENTS, ADDITION OF PARTIES, AND TERMINATION

- 5.1 **Amendments.** This Agreement may be amended by mutual agreement of the parties, provided that the amendment complies with the Canons of the General Synod of the Anglican Church of Canada, the trust agreements that govern the Funds, and all applicable law.
- 5.2 **New Parties.** New parties to this Agreement may be added with the unanimous consent of all parties as evidenced by written resolution. Any party added subsequent to the effective date of this Agreement shall be required to execute a Participation Agreement, which, among other things, binds them to this Agreement. Such new party shall be treated as a party for all purposes of this Agreement.
- 5.3 **Termination.** Any party may terminate this Agreement at any time on thirty (30) days' written notice to the other parties. Where the parties agree to replace this Agreement with a new cost sharing and agency agreement, this Agreement shall be terminated on the effective date of such new agreement.
- 5.4 **Procedure on Termination.** In the event of termination, each party shall, on or before the effective date of termination:
- (a) complete all of the required services under this Agreement for the period up to the termination date;
 - (b) deliver to all other parties hereto, or such person as they may designate, all records, reports, documents, working papers and other property and assets belonging to any other party, related to services under this Agreement.

ARTICLE 6 – NO FEES FOR AGENCY SERVICES

- 6.1 No fees are payable under this Agreement in respect of the Pension Office's agency services.

ARTICLE 7 – GENERAL PROVISIONS

- 7.1 **Records and Documents.** All records, books of account, documents and other materials relating to the Funds or Plans which are required for the provision of services hereunder shall be the property of the Trustees and/or the Pension Committee, as

applicable, which shall have the exclusive right, title and interest in and to such materials.

- 7.2 **Shared Liability.** The Trustees and, as applicable, the Pension Committee, shall be jointly responsible for all claims, demands or actions arising from the Third Party Contracts entered into by the Pension Office as agent on behalf of the Trustees or the Pension Committee, and for any loss, expense, claim, demand or action arising from the acts of the Pension Office and the employees who work for the parties hereto. If liability is established, it shall be shared by the Plans on the same percentage basis as each is responsible for a share of the applicable cost, as provided for in this Agreement, or as otherwise determined pursuant to section 7.7 in this Agreement, or imposed by court order. For example, if a liability arises due to the negligence of an Employee, such liability shall be divided on the same percentage basis between the Plans as each is responsible for a share of the Employees' wage costs as provided in this Agreement, where the liability arises in respect of all the Plans.
- 7.3 **Notice.** Any written communication between the parties to this Agreement will be sent to the last known address in the records of the Pension Office, or to such other addresses as a party may advise.
- Any such written communication shall be delivered or sent by prepaid registered mail and, if delivered, will be deemed to have been received on the day on which it was delivered, and, if mailed, will be deemed to have been received on the fourth business day following the day on which it was so mailed.
- 7.4 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and in accordance with the Canons of the General Synod.
- 7.5 **Assignment.** Neither this Agreement nor any of the rights, benefits, duties and liabilities hereunder may be assigned by any party without the prior written consent of the other parties.
- 7.6 **Agreement Binding.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and, subject to paragraph 7.5 hereof, assigns.
- 7.7 **Dispute Resolution.** Any dispute, difference or question arising between the parties hereto concerning the construction, meaning or effect of this Agreement or any part hereof shall be first referred to a mediator as agreed to by the parties. Should such mediation not result in a settlement of the dispute, the Trustees may bring an application to the court for advice and direction, or delegate the settlement of the dispute to a committee or any other person or entity as may be agreed.
- 7.8 **Time of the Essence.** Time shall be of the essence of this Agreement and every part thereof.
- 7.9 **Waiver.** No waiver on behalf of any party, or breach of any of the covenants, conditions and provisions herein contained, shall be effective or binding upon such party unless made in writing and any waiver so made shall not limit or affect such party's right with respect to any other future breach.

7.10 **Severability.** In the event that any article or sub-paragraph of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable part had never been inserted herein, and the parties do hereby agree that they would have signed this Agreement without such invalid or unenforceable part included herein.

7.11 **Further Requirements to Effect the Agreement.** Each of the parties hereto covenants and agrees that they, their successors and permitted assigns, will sign such further agreements, assurances, papers and documents and do and perform, or cause to be done and performed, such further and other acts and things as may be necessary or desirable, from time to time, in order to give effect this Agreement and every part thereof.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement this _____ day of _____, 2014.

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

**THE PENSION OFFICE CORPORATION OF
THE ANGLICAN CHURCH OF CANADA**

Witness

Per: _____
(Authorized Officer)

Witness

Per: _____
(Authorized Officer)

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

**THE PENSION COMMITTEE OF THE
GENERAL SYNOD**

Witness

Per: _____
(Authorized Officer)

Witness

Per: _____
(Authorized Officer)

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

Witness

Witness

**THE TRUSTEES OF THE PENSION FUND OF
THE ANGLICAN CHURCH OF CANADA**

Per: _____
(Authorized Trustee)

Per: _____
(Authorized Trustee)

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

Witness

Witness

**THE TRUSTEES OF THE CONTINUING
EDUCATION FUND OF THE ANGLICAN
CHURCH OF CANADA**

Per: _____
(Authorized Trustee)

Per: _____
(Authorized Trustee)

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

Witness

Witness

**THE TRUSTEES OF THE LAY RETIREMENT
FUND**

Per: _____
(Authorized Trustee)

Per: _____
(Authorized Trustee)

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

Witness

**THE TRUSTEES OF THE SELF-INSURED
DEATH BENEFIT FUND**

Witness

Per: Per:

(Authoriz

ed

Trustee)

(Authoriz

ed

Trustee)

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Witness

THE TRUSTEES OF THE GENERAL SYNOD
LONG TERM DISABILITY FUND and

Per: _____
(Authorized Trustee)

Per: _____
(Authorized Trustee)

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

A. Staff Cost

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

B. Telephone and Computers

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

C. Office Supplies

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

D. Professional Fees

(i) Actuarial and Consulting Fees

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

(ii) Auditor Fees

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

(iii) Investment Counselling and Management Fees

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

(iv) Legal Fees

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

E. Rent

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

E. Furniture, Fixtures and Office Equipment

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

G. Production for Forms, Materials, Reports and Member Communications

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

APPENDIX "A"

Cost Allocation Schedule Effective the 1st day of January, 2015

H. Meeting Costs

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			

I. Insurance Costs

Plan	% of Total Cost	Total Cost	Total Annual Cost Allocation
GSPP			
LTD			
CEF			
LRP			
SIDB			
Group Benefit			
Endowment Fund			