

**GENERAL SYNOD 2016  
RESOLUTION**

**Resolution Number: A184**

**Subject:** Long Term Disability Plan

**Moved by:** The Rt. Rev. Philip Poole

**Seconded by:** The Rt. Rev. Stephen Andrews

**Be it resolved that this General Synod**

Approve the amendments attached to this document.

**Source:** Pension Committee

**Submitted by:** Judy Robinson, Executive Director

Does this motion contain within it any financial implications?      Yes    No ✓

If yes, has the General Synod Expenditures Committee considered the implications?    Yes    No

**EXPLANATORY NOTE/BACKGROUND INFORMATION**

Confirmation of amendments previously approved by the Council of General Synod.

Pursuant to Canon VIII section 4(b), the Pension Committee is empowered to adopt and amend regulations regarding the pension and benefits plans that it administers, subject to the approval of the Council of General Synod. All such regulations must be confirmed by the General Synod at its next session in order to remain in effect. These amendments were duly adopted by the Pension Committee and ratified by the Council of General Synod during the last triennium. They are presented for confirmation by the General Synod as required by the canon referred to above.

**PROCEDURE FOR ADOPTION (G)**

*In the normal course, an ordinary motion must be passed by a majority of the Order of Bishops, and by a majority of the Orders of Clergy and Laity voting together.*

*Six members of General Synod may, prior to the question being put, require a vote by Orders, with a majority of each Order being necessary to pass.*

*If a question passes on a Vote by Orders, any six members (two from each of three different dioceses) may require a vote to be taken by dioceses. A motion passes if a majority of dioceses (or a tie) vote in favour.*

*Source: Section 4 of the Declaration of Principles and sections 18, 19 and 20 of the Rules of Order and Procedure.*

## LONG TERM DISABILITY PLAN RESOLUTIONS

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

### 1. Resolution – Long Term Disability Plan

November 2014

#### LTD TRUST AGREEMENT

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 that Long Term Disability Plan Trust Agreement (attached to this report as Appendix 5) 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 Long Term Disability 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 #013-11-14**

November 2015

#### **LONG TERM DISABILITY PLAN**

Be it resolved that The Council of General Synod approves the recommendation of the Pension Committee to amend Section A.21 of Long Term Disability Plan Regulations as follows with effect from December 31, 2015:

##### **A.21 Leave of Absence, Approved Leave of Absence**

An arrangement registered with the Administrator whereby a Participating Employer and Employee agree that the Employee will be absent from Active Work for a specific period of time which is not a casual absence or vacation, and where it is anticipated that the Employee will return to Active Work with the Participating Employer on a specified date when the Leave of Absence ends. The following are the types of Leave of Absence and the maximum period of time for which Coverage may be maintained during such Leave of Absence:

- (a) pregnancy & parental leave: 12 months
- (b) study leave: 12 months
- (c) lay-off: 6 months

(d) family medical emergency/ **compassionate care leave**: 8 weeks

**(e) 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.*

**Appendix attached to the resolution**

- Appendix 1 – Long Term Disability Plan Trust Agreement



**Appendix 1**

**THIS AMENDED AND RESTATED TRUST AGREEMENT** made as of the \_\_\_\_ day of January, \_\_\_\_ 2015 reflecting the terms of Trust constituted on January 1, 2005 and amendments made on 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 has established as of the date hereof pursuant to Canon VIII a New Long Term Disability Plan (the "New LTD Plan") to provide long term disability benefits for Employees of the General Synod and all dioceses, parishes and organizations of the Church which participate in the New LTD Plan;

**AND WHEREAS** Canon VIII sets out certain requirements for the establishment of a separate trust fund (the "New LTD Fund") for the purpose of administering funds contributed in respect of the New LTD Plan and sets out the requirements for the appointment of Trustees thereof and their powers, authorities and duties;

**AND WHEREAS** the New LTD Plan provides for The Pension Office Corporation of the Anglican Church of Canada to administer the New LTD Plan;

**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 1  
DEFINITIONS**

- 1.1 The trust fund shall be known as “The New Long Term Disability Fund of The Anglican Church of Canada”, abbreviated in this Trust Agreement as the “New LTD Fund”.
- 1.2 The meaning of all words and expressions defined in the New LTD 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 as they may be amended from time to time.

**ARTICLE 2  
CONFIRMATION OF TRUST**

- 2.1 The Trustees confirm that they are trustees of the trusts set out in Canon VIII and in this Trust Agreement and agree that the New LTD Fund shall be held by them in trust under and subject to the terms of the New LTD Plan and this Trust Agreement. The Trustees shall receive and hold as part of the New LTD 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 New LTD 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, the New LTD Plan and this Trust Agreement.

**ARTICLE 3  
PAYMENTS OUT OF THE LTD FUND**

- 3.1 Subject to their right to delegate as hereinafter provided and subject to the provisions of the New LTD Plan regarding the authority of the Adjudicator thereunder, the Trustees shall have responsibility to review and authorize for payment from the New LTD Fund all benefits and other amounts payable under the terms of the New LTD Plan.
- 3.2 The following limitations shall apply to the rights or interests in or use of the New LTD Fund:
  - (a) No Participating Employer, nor any Employee, nor any other person, association or corporation shall have any right, title or interest in or to the New LTD Fund, save as by this Trust Agreement and the New LTD Plan expressly provided, and save as by law provided. Provided however that nothing herein contained shall impair or derogate from the right of the Employees and their beneficiaries to the benefits under the New LTD Plan.

- (b) No part of the principal or income of the New LTD Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Employees and their beneficiaries, except as permitted under the New LTD Plan or this Trust Agreement.

**ARTICLE 4**  
**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 New LTD Plan and the New LTD 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 New LTD Plan 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 5 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 New LTD Fund, to commence or defend suits or legal proceedings and to represent the New LTD 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 New LTD 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) The Trustees may use and apply the New LTD Fund to:
  - (i) pay all reasonable costs, fees and necessary expenses incurred in connection with the maintenance and operation of the New LTD Fund and the administration of the New LTD Plan, but notwithstanding the above, the Pension Committee is empowered to determine which expenses will be paid directly from the New LTD Fund and which will be paid directly by the Participating Employers pursuant to Canon VIII.
  - (ii) employ and pay such employees, 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 without limiting the generality of the foregoing, to delegate the administration of the New LTD Plan to the Director of Pensions), 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 New LTD Fund in the name of "The New Long Term Disability Fund of the Anglican Church of Canada" or a similar name or designation or in their own names or in the names of nominees in trust for the New LTD 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 New LTD 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 New LTD 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 New LTD Fund in cash as may from time to time be deemed by them to be in the best interests of the New LTD 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 New LTD 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 5 INVESTMENTS**

### **5.1 Investment of the LTD Fund**

The New LTD Fund shall be held, invested and reinvested in assets in which the funds of a pension plan may be invested under the *Pension Benefits Act* (Ontario) 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 New LTD 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) is a loan to any Employee or any Participating Employer.

### **5.2 Mutual or Pooled Fund Investment**

The Trustees may, in their discretion from time to time invest all or any portion of the New LTD Fund in any one or more mutual or pooled funds or other funds managed by third parties and qualified for the investment of pension funds for the purpose of permitting common investment and reinvestment.

### **5.3 Warrants, Options, Futures, Precious Metals**

Without limiting the generality of the Trustees' investment authority but subject always to Section 5.1, 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**

The New LTD 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 6 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 New LTD Fund in respect of the New LTD Fund or in respect of any money, property or securities from time to time forming a part thereof, shall be paid out of the New LTD Fund and the Trustees shall withhold from payments out of the New LTD Fund all taxes required by any law to be withheld.

#### **6.2 Expenses**

All reasonable costs, fees and necessary expenses incurred in connection with the maintenance and operation of the New LTD Fund and the administration of the New LTD Plan, but notwithstanding the above, the Pension Committee is empowered to determine which expenses will be paid directly from the New LTD Fund and which will be paid directly by the Participating Employers pursuant to Canon VIII.

### **ARTICLE 7 REPORTS, ACCOUNTS AND STATEMENTS**

#### **7.1 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 New LTD 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 New LTD Plan; and such other accounts as the New LTD Plan requires shall be maintained by the Trustees.

#### **7.2 Periodic Statements**

The Trustees shall render to the Pension Committee within 90 (ninety) days following the last day of each fiscal year of the New LTD 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 New LTD Fund in a form acceptable to the Pension Committee.

## **ARTICLE 8 ADMINISTRATION**

### **8.1 Chairperson and Secretary**

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

### **8.2 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 Chairperson of the meeting shall not vote on any matter except where there is a tie vote in which case the Chairperson shall have the casting vote.

### **8.3 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.

### **8.4 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 New LTD Plan.

### **8.5 Responsibility of Trustees**

Neither the Trustees as a body nor any individual Trustee nor the Trustees or their employees or agents shall be liable for any honest error of judgment, nor be personally liable for any liability or debt of the New LTD 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 New LTD Plan and the administration and the investment of the New LTD Fund; provided, however, that nothing herein shall exempt the Trustees or any Trustee or employee or agent thereof 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, employee or agent thereof shall be liable for any action taken upon reliance on any instrument, certificate or paper believed 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.

### **8.6 Fiduciary Insurance**

The Trustees may purchase such trustee, fiduciary or other liability insurance as they deem necessary or appropriate, the cost of which shall be paid from the New LTD Fund.

## **8.7 Legal Proceedings**

The Trustees may seek judicial protection for any action or proceedings they may deem necessary to settle their accounts, or may obtain a judicial determination or declaratory judgment as to any question of construction of this Trust Agreement or instruction as to any action hereunder. Any such determination shall be binding upon all parties to or claiming under this Trust Agreement.

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 New LTD 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 9 INDEMNIFICATION**

### **9.1 Standard of Care**

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

### **9.2 Indemnification**

The Trustee and his or her heirs and executors (the "Indemnified Parties") are hereby indemnified and held harmless by, to the extent not paid by the New LTD Fund, from any and all taxes, 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 his or their obligations, as applicable, under this Trust Agreement, except as a result of a breach of the Standard of Care.

The indemnification set out in this Article 9 shall survive the termination of this Trust Agreement and/or the New LTD Fund.

## **ARTICLE 10 APPOINTMENT, RESIGNATION AND REMOVAL OF TRUSTEE**

### **10.1 Composition of the Trustees**

The Trustees shall be appointed by the Pension Committee.

### **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 New LTD 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 New LTD Fund, any or all of the real and personal property of the New LTD Fund as the Pension Committee may direct.

## **ARTICLE 11 PARTICIPATING EMPLOYERS**

Except as otherwise provided in the New LTD Plan:

- 11.1 The Pension Committee, upon written notice to the Trustees, shall have the right to extend the benefits of the New LTD Plan on mutually agreeable terms to the eligible employees of any Provincial or Diocesan Synod, any Diocese, Parish or other organization in the Church which wishes to participate in the New LTD Plan (a "Participating Employer") and, such Participating Employer may thereupon participate in the New LTD Plan and the New LTD Fund on behalf of its eligible employees and will be bound by the provisions of the Trust Agreement. Each Participating Employer shall, forthwith upon participating in the Plan, execute and deliver to the Pension Office a participation agreement substantially in the form of Appendix "A" to this Trust Agreement, pursuant to which the Participating Employer shall agree to be bound by the terms and provisions of this Trust Agreement and the New LTD Plan.
- 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 New LTD Plan. The Pension Committee may direct the Trustees to segregate from the New LTD Fund the equitable share in the New LTD Fund allocable to New LTD Plan members of a Participating Employer which withdraws from participating in the New LTD Plan, in accordance with the terms of the New LTD Plan, as certified to the Trustees by the Pension Committee. The Trustees shall thereupon segregate from the New LTD Fund such assets as shall be determined to be equal in value to any such equitable share. Such segregation from the New LTD Fund may be in cash or in property held in the New LTD Fund, or any combination of both, as the Trustees may determine, and the Trustees' valuation of the assets of the New LTD 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 and as if the assets of such separate trust had been named herein as the Fund.

**ARTICLE 12  
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 Pension Committee may terminate this Trust Agreement at any time, in which case the Trustees shall distribute the New LTD Fund in accordance with the terms of the New LTD Plan and provide the Pension Committee with a final accounting of their administration of the New LTD Fund.

**ARTICLE 13  
MISCELLANEOUS**

**13.1 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, 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 and 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

or at such other address with respect to any of the Trustees or the Pension Committee 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, as the case may be.

**13.2 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.

### **13.3 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 New LTD Fund.

### **13.4 Assignment**

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

### **13.5 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.

### **13.6 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.

### **13.7 Binding Agreement**

This Trust Agreement shall endure to the benefit of and be binding upon the parties hereto and upon their permitted successors and assigns.

### **13.8 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.

### **13.9 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.

[SIGNING PAGE FOLLOWS]



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