

**PUBLIC SERVICE PENSION PLAN**

**JOINT TRUST AGREEMENT**

**AMENDING AGREEMENT NO. 1**

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**THIS AMENDING AGREEMENT NO. 1** is made the 2<sup>nd</sup> day of April, 2001,  
**BETWEEN:**

Her Majesty the Queen in Right of the Province of British  
Columbia as represented by the Minister of Finance and Corporate  
Relations

(the "**Government**")

**AND:**

The B.C. Government and Service Employees' Union

(the "**BCGEU**")

**RECITALS**

**WHEREAS:**

- A. The Government and the BCGEU, the Professional Employees Association and the Union of Psychiatric Nurses entered into a Joint Trust Agreement made December 8, 200 (the "**Joint Trust Agreement**") which provides for the joint management of the Public Service Pension Fund and the Public Service Pension Plan;
- B. Under the Joint Trust Agreement, the BCGEU is the "Plan Member Partner and the Government is the "Plan Employer Partner", and the Plan Member Partner and the Plan Employer Partner together are referred to as the "Partners";
- C. Section 13.1 of the Joint Trust Agreement provides that the Partners may amend the Joint Trust Agreement at any time after having first received a recommendation to do so from the Trustees appointed pursuant to the Joint Trust Agreement, which recommendation must be evidenced by a resolution of the Trustees passed pursuant to Article 5 of the Joint Trust Agreement;
- D. At a meeting of the Trustees held on January 9, 2001, the Trustees passed a resolution recommending to the Partners that the Joint Trust Agreement be amended to clarify the standard of care of the Trustees specified in the Joint Trust Agreement;
- E. Having received and considered the Trustees' recommendation, the Government and the BCGEU, in their capacity as the Partners, wish to amend Section 6.7, 9.1, 9.2 and 14.1 of the Joint Trust Agreement in accordance with the Trustees' recommendation;

- F. Section 13.3 of the Joint Trust Agreement provides that an amendment to the Joint Trust Agreement may be retroactive if the Partners or the Trustees so direct, provided that no amendment shall be made which retroactively increases the duty of care required of a Trustee or retroactively diminishes a Trustee's right to indemnity under the Joint Trust Agreement;
- G. The amendments to the Joint Trust Agreement recommended by the Trustees do not retroactively increase the duty of care required of a Trustee or retroactively diminish a Trustee's right to indemnity under the Joint Trust Agreement; and
- H. The Trustees have recommended to the Partners that the amendments to Sections 6.7, 9.1, 9.2 and 14.1 of the Joint Trust Agreement be retroactive to the Effective Date, as that term is defined in the Joint Trust Agreement, and the Partners wish to make the amendments effective upon the Effective Date.

**THEREFORE THE PARTIES AGREE** that the Joint Trust Agreement is amended as follows with effect from the Effective Date:

1. Section 6.7 of the Joint Trust Agreement is amended by deleting it in its entirety and replacing it with the following:

**"6.7 Power to Settle Claims.**

The Board may, if and as it thinks fit, compromise, compound, abandon, submit to arbitration or otherwise settle a debt, account, claim or other thing relating to the Pension Plan or the Pension Fund. For any of these purposes, the Board may enter, give, execute and do the agreements, instruments of composition or arrangement, releases and other things that the Board considers expedient."

2. Subsection 9.1(a) of the Joint Trust Agreement is amended by deleting it in its entirety and replacing it with the following:

"(a) the Trustee acted in good faith; and"

3. Section 9.2 of the Joint Trust Agreement is amended by deleting it in its entirety and replacing it with the following:


**"9.2 Liability for Losses in Pension Fund.**

The Trustees, individually or collectively, shall not be liable for making, retention or sale of any investment or reinvestment made by them in accordance with this Agreement or in accordance with any other legal duties nor for any loss to or diminution of the Pension Fund, except a loss or diminution that resulted from a Trustee's not acting in good faith, and no individual Trustee shall incur any liability for any loss or diminution unless he or she was a party to the action that resulted in the loss or diminution."

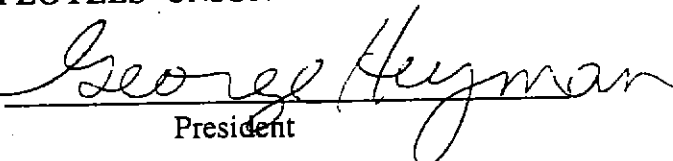
4. Section 14.1 of the Joint Trust Agreement is deleted in its entirety and Sections 14.2, 14.3 and 14.4 are renumbered as Sections 14.1, 14.2 and 14.3, respectively.
5. Renumbered Section 14.2 (formerly Section 14.3) of the Joint Trust Agreement is amended by deleting the words "Sections 14.1 and 14.2" in the seventh line and replacing them with "Section 14.1".
6. Section 9.5 of the Joint Trust Agreement is amended by deleting the words "Section 14.3" in the second line and replacing them with "Section 14.2".


IN WITNESS WHEREOF the parties have executed this Amending Agreement No. 1 as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Finance and  
Corporate Relations**

  
\_\_\_\_\_  
Minister of Finance and Corporate Relations

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION**

Per:   
\_\_\_\_\_  
President

Per:   
\_\_\_\_\_  
Secretary-Treasurer