

my plan

**Klohn Crippen Berger Ltd.
Registered Retirement Savings Plan**

Member Booklet



For all employees

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Introduction

Klohn Crippen Berger Ltd. (the “Company”) has established a group plan with Sun Life Assurance Company of Canada (“Sun Life Financial”). This booklet contains a summary of the provisions of the plan.

We recommend that you review this booklet and the investment and savings guide provided to you. They contain important information on the principal advantages of membership in your group plan. Please file this booklet in a safe place for future reference.

If you have any questions please contact Sun Life Financial’s Client Care Centre at 1-866-733-8613.

What type of plan do I have?

Your Company’s group plan is a group registered retirement savings plan (Group RRSP). Information specific to the Group RRSP is described in the next section of this booklet.

What are my responsibilities?

As a member of a group plan you are responsible for:

- Making sure you understand how your plan works
- Taking advantage of the information and tools available to help you make investment decisions
- Making investment decisions
- Deciding whether you should obtain investment advice and selecting who you go to for this advice
- Checking how your investments are performing and revising your investment strategy if your personal circumstances change
- Determining how much you will contribute

It is important for you to take an active role in your plan, as your decisions (or lack thereof) will affect the amount of money accumulated for your future. The information in this booklet and in your investment and savings guide can assist you in making your decisions.

Group Retirement Services are provided by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

Your Group Registered Retirement Savings Plan

What is a group registered retirement savings plan?

A **registered retirement savings plan** (RRSP) is an arrangement between an individual and an issuer (eg. an insurance company or a trust company) under which contributions are made by individuals and a retirement income is payable at maturity. Contributions are tax deductible and investment earnings remain tax-sheltered while in the plan. Payments out of a RRSP are taxable income to the recipient. A **group RRSP** is a collection of individual RRSPs that are administered together under a group arrangement sponsored by an organization for a group of individuals.

Statement of purpose

Your Company has established a group registered retirement savings plan to assist members in reaching their goals for long-term financial security in retirement.

This section of your booklet describes the rules of your group registered retirement savings plan (Group RRSP). The Group RRSP issued by Sun Life Assurance Company of Canada is registered under the Income Tax Act (Canada).

The Group RRSP is funded under Group Annuity Policy GA 70003-1 issued by Sun Life Assurance Company of Canada (administrative contract number 66394-G).

When can I join?

If you are a full-time employee or a part-time employee working a minimum of 24 hours per week, you are eligible to join the plan immediately.

Membership is voluntary. You may join at any time after you become eligible for membership.

How do I join?

To enrol, follow the process communicated to you by the Company.

How much do I contribute?

Regular contributions are made by payroll deduction. You are able to contribute a percentage of your Earnings, up to the regulatory maximum as indicated by the Canada Revenue Agency.

You may change your contributions at any time by contacting the Company.

You may also make a lump sum contribution at any time by sending a cheque to Sun Life Financial or online by visiting www.mysunlife.ca.

Will the Company contribute?

The Company will make contributions equal to 4% of your earnings.

Company contributions are reported to you as income and are considered to be contributions made by you for the purposes of the Income Tax Act (Canada) but will be offset by a tax receipt in your name.

Are spousal RRSPs allowed?

Spousal RRSPs are permitted. The spousal option allows you, as contributor, to make contributions to a Group RRSP for your Spouse. Spousal contributions count toward your maximum contribution limit under the Income Tax Act (Canada) in exactly the same way as contributions made to your own RRSP. You can claim the tax deduction but your Spouse owns the spousal RRSP and all benefits arising from it.

Your Spouse, not you, will be issued a tax form to report the withdrawals from the spousal RRSP. The tax form will also show your social insurance number because you are the contributor. If you contributed to any spousal RRSP in the year of the withdrawal or the two prior calendar years, the withdrawal up to the amount contributed may be attributed back to you as income.

How do I make contributions to a spousal RRSP?

Your Spouse must complete the RSP enrolment form indicating "Spousal RSP". Your contributions to the spousal RRSP are made by payroll deduction as indicated on the enrolment form. Lump sum contributions to the spousal RRSP are made in the same way as lump sum contributions to your own RRSP.

Is there a maximum to how much may be contributed to the plan?

For any tax year, your contributions to all RRSPs, including the Group RRSP and any spousal RRSPs, are limited to the lesser of:

- (a) 18% of your previous year's earned income, as defined under the Income Tax Act (Canada), and
- (b) the RRSP dollar limit under the Income Tax Act (Canada) for the year the contributions are made,

reduced by the value of any benefits earned in the previous year under all registered pension plans or deferred profit sharing plans. The value of the benefits is referred to as the "pension adjustment" or "PA" and is reported on your T4 slip.

Each year, in your Notice of Assessment, the federal tax authority will advise you of the maximum RRSP contribution you may make for the year.

When calculating how much you can contribute to the Group RRSP, you must remember to consider contributions made to your other RRSPs or to spousal RRSPs. It is your responsibility to ensure that you do not contribute more than your maximum allowable RRSP contribution.

You are subject to a 1% monthly penalty tax on your unused contributions that exceed your RRSP deduction limit by more than \$2,000. You can withdraw the overcontribution amount using a form available from the federal tax authority website or at your local district tax office.

If, in any year, the contributions you made are less than your maximum allowable RRSP contribution limit for that year, the difference, known as “unused RRSP contribution room”, can be carried forward for use in future years, subject to any limitations set out in the Income Tax Act (Canada).

Are contributions tax deductible?

All contributions made to the Group RRSP are tax deductible by you provided they do not exceed the maximum RRSP contribution limit under the Income Tax Act (Canada).

Can I transfer in money from other plans?

You may transfer in amounts that you’ve accumulated under other registered plans. Any locked-in pension amounts transferred into the Group RRSP will be administered in accordance with the rules of the Applicable Legislation.

Can I make withdrawals?

Withdrawals or transfers of your funds to another financial institution are permitted at any time.

Withholding tax will be deducted from any amounts withdrawn in cash.

Note: Withholding tax does not apply to withdrawals under the federal Home Buyers’ Plan and/or Lifelong Learning Plan.

If you’ve transferred in any locked-in pension amounts you are generally not allowed to receive those amounts in cash, however some exceptions may apply under Applicable Legislation.

What happens if I terminate employment or retire?

When you terminate employment or retire, contributions will stop and you may elect one or more of the following options:

- 1) a transfer to another RRSP, or
- 2) a transfer to a RRIF, or
- 3) a transfer to a registered pension plan, if that plan permits, or
- 4) a payout Annuity, payable for your lifetime or for a fixed term up to and including age 90, from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 5) a lump sum cash payment, less withholding tax.

Visit "**Leaving the Plan**" at www.mysunlife.ca or call 1-866-733-8613 for assistance or to find out about the Group Choices Plan RRSP or RRIF for terminated members of group plans. The Group Choices Plans allow you to continue to enjoy the benefits of group plan membership.

Important

- If you have transferred in any locked-in pension amounts you are generally not allowed to receive those amounts in cash as they must be used to provide you with a lifetime retirement income. If your locked-in pension amounts are transferred out of the Group RRSP, the receiving plan must continue to administer the amounts in accordance with the locking-in rules of the Applicable Legislation.

- If you do not choose an option within 90 days after you terminate employment, Sun Life Financial will be entitled to either (a) for small balances, pay your account balances in one lump sum cash payment, less withholding tax, or (b) transfer the amount on a tax-sheltered basis to an individual RRSP established for you by Sun Life Financial under a group RRSP for terminated members. In the case of the transfer, the account balances in your Group RRSP will be transferred from the fund(s) in which they were invested into the same or similar fund(s)* under the new plan, provided that such fund(s) is/are also available under your new plan. Any amounts in your Group RRSP that cannot be matched to the same or similar fund(s) will be transferred as indicated by the transition package that you will receive upon termination of employment. Under your new plan you will still be able to make additional contributions, transfer amounts between a variety of funds, make withdrawals or transfer to another registered plan. **However, subject to Applicable Legislation, because this is a new plan, any amounts payable on your death will be paid to your estate, unless you designate a beneficiary. If, under the Group RRSP Policy, the beneficiary designation is irrevocable, that beneficiary will become the beneficiary under your new plan.** If spousal contributions are permitted under the Group RRSP, similar terms would apply to your Spouse's spousal RRSP.

* The fee of a fund may be different than the fee for the same fund in your Group RRSP.

What happens at age 71?

Legislation requires that you choose a retirement income option no later than the last day of the calendar year in which you turn age 71, or such other date as may be required by Applicable Legislation. If you do not choose an option by the end of that year, Sun Life Assurance Company of Canada will begin making Annuity payments to you. Annuity payments will be made to you until your death or until 120 equal monthly payments in all have been made, whichever is later. Once the Annuity payments begin, the benefit will be non-commutable. Should the Annuity payments be less than Sun Life Assurance Company of Canada's minimum at the time of calculation, Sun Life Assurance Company of Canada reserves the right to pay the value of the Annuity to you in cash, subject to any applicable withholding tax.

If you have transferred in any locked-in pension amounts settlement of those amounts must be made in a manner acceptable under Applicable Legislation.

What happens if I die before I terminate or retire?

Your beneficiary, or your estate, if you haven't designated a beneficiary, will receive the full value of your RRSP account balances in cash. No income tax will be deducted at source, however the account value as of the date of death is tax-reported to you and investment earnings will be tax-reported to a non-Spouse beneficiary depending on when the settlement payment is made.

Options for your Spouse

If your Spouse is entitled to the death benefit, your Spouse may elect one or more of the following options:

- 1) A payout Annuity payable for life or for a fixed term up to and including age 90 from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 2) a tax-sheltered transfer to a RRSP, or
- 3) a tax-sheltered transfer to a RRIF, or
- 4) a lump sum cash payment.

Note: If you have transferred in any locked-in pension amounts, those amounts may be required to be paid to your Spouse and settlement must be made in a manner acceptable under Applicable Legislation.

Can I borrow or assign my Group RRSP account balances?

Except as otherwise permitted by Applicable Legislation, the benefits provided under the Group RRSP may not be assigned, pledged, alienated or given as security for a loan.

Will I receive any tax forms from Sun Life Financial?

Each year, you will receive two RRSP tax receipts. One receipt will be for contributions made in the first 60 days of the calendar year. The second will be for contributions made in the last 305 days of the year. The receipt for the first 60 days allows you to claim a tax deduction for the contributions either in the year in which they were made or in the previous calendar year.

If any benefits are paid to you in cash you will receive, for income tax purposes, a tax form reporting the amount withdrawn and tax withheld.

T4 tax slips issued by Kohn Crippen Berger will include an amount equal to the Company's contributions as part of income earned.

Investment & Account Information

Who makes the investment decisions?

You make the investment decisions for all contributions to the plan.

The investment choices available to you are described in detail in your investment and savings guide. You can change your investment direction for future contributions, or transfer amounts between funds at any time, by accessing your account online at www.mysunlife.ca, by calling Sun Life Financial's Customer Care Centre at 1-866-733-8613 or by completing a financial change form obtained from the Customer Care Centre.

If you do not make an investment choice, or the total percentage does not equal 100%, the total/difference, as the case may be, will be invested in BlackRock LifePath® Index Funds whose maturity date is close to, without exceeding, your 65th birthday. This default fund is subject to change in the future. Neither Sun Life Financial nor the Company makes any representation that the default fund is appropriate for any given member. It is your responsibility to reallocate any amounts invested in the default fund to your desired investment choice by contacting Sun Life Financial.

Which types of investment options are available?

The investments under your plan will consist of the following:

Segregated Funds

The market-based investment funds under your plan are known as segregated funds. Segregated funds are similar to mutual funds. Both types of funds pool assets from a large number of investors, and the assets are invested and controlled by a professional money manager. Contributions allocated to segregated funds are accumulated under a Group Annuity Policy issued by Sun Life Assurance Company of Canada. The assets within the segregated funds are owned by Sun Life Assurance Company of Canada.

The value of holdings in any segregated fund can fluctuate depending on market conditions and the degree of risk of the underlying investments that make up the fund. The contributions allocated to a segregated fund are measured in notional units. The value of each unit held in your account will fluctuate with the value of the investments held by the fund, therefore there is no guarantee that your original investment will be recovered at the time the units are redeemed. The value of any capital appreciation (or depreciation), interest or dividends is included in determining the value of the units held in your account.

Target Date Segregated Funds

Each target date fund has a specified maturity date and the asset mix of the fund generally becomes more conservative as the fund approaches the maturity date. You decide which fund to invest in by matching your investment time horizon with the maturity date of a fund. Like all other segregated funds available in your plan neither the value of the assets nor the rate of return is guaranteed.

Important

The Group Annuity Policy and the segregated funds underlying it have not been registered with securities regulators and may not be offered or sold outside of Canada unless they are registered or otherwise exempt from registration under the securities laws of the country in which such funds are offered.

Guaranteed Funds

Guaranteed Funds earn a set rate of interest and give you a guarantee to receive that interest, plus the contributions invested, at the end of a specific term. The contributions are accumulated under a Group Annuity Policy issued by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

Each contribution invested in a Guaranteed Fund for a guaranteed period of one year or more will be credited with interest, compounded daily, at the annual interest rate in effect on the date the contribution is deposited. Interest is earned on each contribution from the date the contribution is deposited, and is invested at the same interest rate as is applicable to the contribution.

Each contribution invested in the Deposit Fund or the Guaranteed Daily Interest Account, as applicable (both of which are Guaranteed Funds) will be credited with interest, compounding daily, at the annual interest rate in effect each day. As the deposit term is daily for each of these funds the market value adjustment rules described below do not apply.

Important

- If, before the expiry of a Guaranteed Fund's guaranteed period, an interfund transfer is made, or a withdrawal is made for any reason other than to pay a death or disability benefit, the value of the funds to be transferred or withdrawn will be subject to a market value adjustment to reflect both the interest rate movement and the shorter period of investment.
- If only a portion of an account in a Guaranteed Fund is to be transferred or withdrawn, the amount will be taken proportionally from all contributions and earned interest in the account.

Warning regarding withdrawals

If you elect to withdraw a specific dollar amount and you do not indicate the account or accounts from which this amount is to be taken, it will be withdrawn proportionately from each fund within each account. The exception is where an account contains money that is restricted from withdrawal by the terms of the plan or Applicable Legislation.

How do I access account information?

Once you are enrolled you will receive a welcome letter from Sun Life Financial that includes your account number. You can access your account information at any time by:

- using Sun Life Financial's 24-hour Automated Telephone System for self-service at 1-866-733-8613 (toll-free)
- calling Sun Life Financial's Customer Care Centre representatives toll-free at 1-866-733-8613 any business day from 8 A.M. to 8 P.M ET. By calling the Customer Care Centre, you can also arrange to speak with an investment specialist for information about your investments.
- visiting www.mysunlife.ca (Sun Life Financial's Plan Member Services website) – 24 hours a day

Note: To enter the website you will need your access identification number and password.

How do I make investment changes?

You can change your investment direction for future contributions and transfer money between funds at any time using the same services as you use to access your account information.

Warning regarding short term trading

Frequent trading or "short term trading" is the practice whereby an investor makes multiple buying and selling transactions on a regular basis in an attempt to time market trends and boost returns to their

account. Short term trading affects all investors in the fund and can lead to a negative impact on performance. For this reason, Sun Life Financial takes steps to protect plan members from the effects of short-term trading. You will be charged a 2% fee if you initiate an interfund transfer into a fund followed by an interfund transfer out of the same fund within 30 days. The fee will not be charged for transactions involving guaranteed funds or money market funds, and does not apply to deposits or withdrawals, only interfund transfers.

More information about Sun Life Financial's short term trading policy is available at www.mysunlife.ca.

What fees apply to the plan?

Administration, investment management and account service fees cover account management, various services offered by Sun Life Financial, and may, in certain cases, cover services including investment monitoring and governance activities provided by service providers of the Company. Fund operating expenses, federal and provincial taxes may also apply.

The costs associated with investment management and administration will be reflected in the value of your accounts. You or the Company will be responsible for the fees related to account services, depending upon the type of service requested.

If you have any questions about your plan's fees, contact Sun Life Financial's Customer Care Centre at 1-866-733-8613. Your account statements also contain a section which clearly outlines the fees and charges you pay.

Once you enrol, you can access fee information at www.mysunlife.ca. You can either look for the 'Accounts' drop-down menu where you'll find 'Account fees' or view your online statement.

Note: If you are no longer employed by the Company, you may be responsible for all fees and charges applicable to your accounts.

Undertaking to provide an Annuity

For contributions invested in segregated and guaranteed funds offered under a Group Annuity Policy Sun Life Assurance Company of Canada undertakes to provide you with an Annuity payable for your lifetime using the account balances which you are entitled to under the terms of the plan.

The Annuity payments will depend on:

- your account balance,
- your age at the date your Annuity payments are scheduled to begin,
- the type of Annuity you choose, and
- the Annuity purchase rates in effect at that time.

Annuity payments will be calculated using the greater of (a) Sun Life Assurance Company of Canada's current payout Annuity rate applicable at the time of calculation, and (b) a minimum guaranteed rate determined by reference to the mortality table and interest rate specified in the Group Annuity Policy.

Once the Annuity payments begin, the benefit will be non-commutable. Should the Annuity payments be less than Sun Life Assurance Company of Canada's minimum at the time of calculation, Sun Life Assurance Company of Canada reserves the right to pay the value of the Annuity to you in cash, subject to any Applicable Legislation or withholding tax.

General Information

Every effort has been made to ensure the accuracy of this booklet, however in the event of a conflict the provisions of the official plan document and the official Group Annuity Policy, or other investment contract will apply.

What statements and communications will I receive?

Semi-annual account statements will be available at www.mysunlife.ca. Copies of some of your previous statements will also be available on-line. In addition, you will receive a paper copy mailed to you no less frequently than once a year. If you have questions regarding the frequency of paper statements, or any details included on the statement, or to request to have these statements mailed to you, please contact Sun Life Financial's Customer Care Centre at 1-866-733-8613.

Also available on the website to help you effectively manage your personal finances are semi-annual newsletters discussing topical financial issues, investment decision-making tools and details on your investment funds.

You may request additional plan information, such as investment fund holdings or transaction details, by contacting Sun Life Financial's Customer Care Centre at 1-866-733-8613.

Any changes to the investment options available under your plan, such as a fund name change or the removal of a fund, will be communicated to you on your statement or by separate communication.

In accordance with Applicable Legislation, if you live in Alberta, British Columbia, Manitoba or Ontario, upon your request Sun Life Financial will provide directly to you a copy of your enrolment form (or other information that was required by Sun Life Financial in order to enrol you in the plan) and the Group Annuity Policy issued by Sun Life Assurance Company of Canada. If you live elsewhere in Canada, contact the Company to determine if you are entitled to examine certain documents pertaining to your plan.

Can I designate a beneficiary?

Your beneficiary is the person you designate to receive the benefits from your plan's Group Annuity Policy when you die. If you haven't designated a beneficiary, or you would like to change your beneficiary, you can designate a new beneficiary by visiting www.mysunlife.ca or completing a "Change of records" form which you can obtain from Sun Life Financial.

Important

- Although you can designate anyone as your beneficiary, Applicable Legislation may require that any locked-in pension amounts be paid to your Spouse.
- A minor cannot personally receive a death benefit until he/she reaches the age of majority. If you are designating a minor as your beneficiary you may wish to either designate the estate as beneficiary and provide a trustee with directions in your will, or designate someone to receive the death benefits during the time your beneficiary is a minor. A special form is available from Sun Life Financial to designate a trustee for your minor beneficiary's assets. If you are not designating a trustee, current legislation may require Sun Life to pay the death benefit to the court or to a guardian or public trustee. You are encouraged to consult a legal advisor.

The Company and Sun Life Financial encourage you to review your will and beneficiary designations from time to time to ensure that your intentions are carried out in the event of your death.

How do I update my personal information?

To update your address, beneficiary and other personal information, visit www.mysunlife.ca or contact Sun Life Financial's Customer Care Centre at 1-866-733-8613.

Who has access to my personal information?

As the party responsible for the operation and administration of the plan, the Company requires some personal information about you in order to monitor the effectiveness of plan service providers and provide general member services. **By enrolling in the plan, you will have authorized the Company, its agents, and service providers such as Sun Life Financial, to access your personal information necessary for the purpose of plan administration.** If you need further information regarding these issues, please contact the Company.

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and telling you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service-providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You have a choice

Sun Life Financial will occasionally inform you of other financial products and services that they believe meet your changing needs. If you do not wish to receive these offers, let Sun Life Financial know by calling 1-877-SUN-LIFE (1-877-786-5433).

Future of the plan

The Company has established this plan for your benefit but reserves the right to amend or terminate it at any time. The benefits you have earned will not be reduced. If Sun Life Financial is notified that your plan is terminating, you will be sent a settlement option package. You then select an option for the benefits you are entitled to under the plan and return the completed settlement option form to Sun Life Financial.

Please be aware that membership in the plan does not confer any legal right upon you for continuation of employment.

Limitation period for actions

If you reside in Ontario and were first provided a Sun Life plan summary or booklet on or after July 1, 2016:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002.

For all other members:

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or such other Applicable Legislation of the province or territory where you reside.

Glossary of Terms

Annuity	An insurance policy that provides income payments at periodic (typically monthly) intervals, usually for a specified period or for the lifetime of the annuitant. Income payments may begin immediately upon retirement or may be postponed to a future date.
Applicable Legislation	The Income Tax Act (Canada), any applicable provincial income tax legislation and any applicable provincial insurance or other legislation.
Earnings	Means, for the purposes of determining contributions, your base employment compensation.
Group Annuity Policy	A contract of life insurance issued by Sun Life Assurance Company of Canada to a policyholder to provide annuities at retirement to a group of people in a group pension or savings plan.
RRIF	A registered retirement income fund (RRIF) is an arrangement between a carrier (eg. an insurance company or a trust company) and an individual under which payments are made to the individual of a minimum amount each year. The property under a RRIF is derived only as a result of a transfer of funds from another RRIF, a RRSP, a registered pension plan or a deferred profit sharing plan, and annual amounts must begin to be paid to the individual in the year after the RRIF is established. Property and earnings in a RRIF are tax-sheltered and amounts paid out of a RRIF are considered taxable income to the recipient.
RRSP	A registered retirement savings plan (RRSP) is an arrangement between an individual and an issuer (eg. an insurance company or a trust company) under which contributions are made by individuals and a retirement income commences at maturity. Contributions are tax deductible under the Income Tax Act (Canada). Investment earnings in the plan remain tax-sheltered and payments out of a RRSP are considered taxable income to the recipient.
Spouse	For the purposes of qualifying for tax-sheltered transfers or other special tax treatment under the Income Tax Act (Canada), Spouse means (a) a person who is married to you or (b) a person of the opposite or same sex who is and has been living with you in a conjugal relationship for a continuous period of at least 12 months, or is living with you in a conjugal relationship and is a natural or adoptive parent of your child.