

**RESTRICTED TRUST UNIT PLAN**  
**ALARIS EQUITY PARTNERS INCOME TRUST**

Adopted on April 21, 2021

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*\*Amended and restated effective April 29, 2026, subject to ratification by resolution passed by at least a majority of the votes cast by Unitholders at the annual meeting of the Trust's Unitholders scheduled to be held on May 7, 2026, or any adjournment or postponement thereof.*

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**ALARIS EQUITY PARTNERS INCOME TRUST**  
**AMENDED & RESTATED RESTRICTED TRUST UNIT PLAN**  
**EFFECTIVE APRIL 29, 2026**

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

For purposes of the Plans:

- (a) **"Account"** means an account maintained by the Plan Administrator for each Participant and which will be credited with RTUs in accordance with the terms of the Plans;
- (b) **"Alaris Entities"** means collectively, the Trust and any of its subsidiaries, partnerships, trusts or other controlled entities and **"Alaris Entity"** means any one of them, however and for greater certainty, **"Alaris Entities"** shall not include the Private Company Partners;
- (c) **"ASA"** means the *Securities Act* (Alberta), as amended from time to time;
- (d) **"Award Date"** means the date or dates on which an award of RTUs is made to a Participant in accordance with section 4.2 or 5.2;
- (e) **"Basic Administration Expenses"**, as determined in the Board's sole discretion, may include, but shall not be limited to, expenses incurred in connection with the establishment and tracking of Accounts and the preparation and distribution of Account statements, ancillary administration costs, fees and expenses payable pursuant to the terms of any agreement or agreements executed from time to time between the Trust and either the Plan Trustee or the Plan Administrator, any brokerage fees or commissions applicable to the purchase of Units to be delivered to Participants following the vesting of RTUs granted under the Market Plan, and any fees of the Trust's transfer agent incurred in connection with the issuance or transfer of Units under the Plans;
- (f) **"Blackout Period"** means the period of time when, pursuant to any policies of the Trust, any securities of the Trust may not be traded by certain persons as designated by the Trust, including any holder of an RTU;
- (g) **"Board"** means the board of trustees of the Trust as constituted from time to time;
- (h) **"Change of Control"** means:
  - (i) a successful takeover bid; or
  - (ii) any change in the beneficial ownership or control of the outstanding securities or other interests of the Trust which results in:
    - (I) a person or group of persons "acting jointly or in concert" (as defined in the ASA); or
    - (II) an affiliate or associate of such person or group of persons;holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Trust; and

- (A) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change cease to constitute a majority of the Board at any time within one hundred twenty days of such change;
- (iii) Incumbent Trustees no longer constituting a majority of the Board; or
- (iv) the winding up or termination of the Trust or the sale, lease or transfer of all or substantially all of the directly or indirectly held assets of the Trust to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Trust is continued and where the unitholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a "Change of Control" if paragraph (ii) above was applicable to the transaction); or
- (v) any determination by a majority of the Board that a change of control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of the Plans;
- (i) "**Committee**" has the meaning ascribed thereto in section 2.4;
- (j) "**Corporation**" means Alaris Royalty Corp., and includes any successor entity thereto;
- (k) "**Distribution Equivalent**" means a bookkeeping entry whereby each RTU is credited with the equivalent amount of the distribution paid on a Unit in accordance with section 4.3 or 5.3, as applicable;
- (l) "**Distribution Market Value**" means the Fair Market Value per Unit on the distribution record date;
- (m) "**Effective Time**" has the meaning ascribed to it in the Plan of Arrangement;
- (n) "**Employee**" means an employee of an Alaris Entity, other than seasonal and contract employees and independent contractors, and who is not a Trustee;
- (o) "**Exchange**" means the TSX or any other stock exchange on which Units are listed and posted for trading, as applicable;
- (p) "**Exchangeable Securities**" has the meaning ascribed thereto in the Declaration of Trust of the Trust made as of May 31, 2020, as amended from time to time;
- (q) "**Expiry Date**" means, with respect to any RTU, December 15th of the third year following the year in which the RTU was granted.
- (r) "**Fair Market Value**" with respect to a Unit, as at any date, means the higher of: (i) the weighted average of the prices at which the Units traded on the TSX (or, if the Units are not then listed and posted for trading on the TSX or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Units occurs) for the five (5) trading days on which the Units traded on the said exchange immediately preceding such date; and (ii) the last offering price per Unit for an offering of Units approved by the Board. In the event that the Units are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Units as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (s) "**Forfeited RTU**" means a RTU that relates to an award of RTUs that does not vest and is forfeited by a Participant pursuant to section 6.5 or 6.7, as applicable;
- (t) "**Forfeiture Date**" means the date, as determined by the Board, on which a Participant:
  - (i) resigns from employment with the Alaris Entities as contemplated in section 6.5 and "**Forfeiture Date**" in such circumstances specifically does not mean the date on which any period of reasonable notice that the Trust may be required at law to provide to the Participant, would expire; or

- (ii) is terminated as contemplated in section 6.7 and, except as specifically provided in section 6.7, **"Forfeiture Date"** specifically does not mean the date on which any statutory or common law severance period or any period of reasonable notice that the Trust may be required at law to provide to the Participant, would expire;
- (u) **"Incumbent Trustees"** means any member of the Board who was a member of the Board at the effective date of the Plans and any successor to an Incumbent Trustee who was recommended or elected or appointed to succeed any Incumbent Trustees by the affirmative vote of the Board, including a majority of the Incumbent Trustees then on the Board, prior to the occurrence of the transaction, transactions, elections or appointments giving rise to a Change of Control;
- (v) **"Insider"**, **"associate"** and **"affiliate"** each have the meaning ascribed thereto in Part VI of the Company Manual of the TSX, as amended from time to time;
- (w) **"Market Plan"** means the Restricted Trust Unit Plan established by the Trust under Article 4 and pursuant to which Units are purchased by the Plan Trustee through the facilities of an Exchange and held by the Plan Trustee in the Market Plan Trust Fund pending delivery to Participants following the vesting of corresponding RTUs;
- (x) **"Market Plan Trust Fund"** means the assets held by the Plan Trustee pursuant to the Market Plan, as more fully set out in section 4.7;
- (y) **"Options"** means options to purchase Units granted under the Trust's Unit Option Plan;
- (z) **"Outstanding Securities"** at the time of any securities issuance or grant of RTUs, means the aggregate number of Units (including any Exchangeable Securities on an exchanged basis) that are outstanding immediately prior to the securities issuance or grant of RTUs in question on a non-diluted basis, or such other number as may be determined under the applicable rules and regulations of all regulatory authorities to which the Trust is subject, including the Exchange;
- (aa) **"Participant"** means a Service Provider determined to be eligible to participate in the Plans in accordance with section 3.1 and, where applicable, a former Service Provider deemed eligible to continue to participate in the Plans in accordance with section 6.6 or 6.7;
- (bb) **"Plan Administrator"** means the Trust acting in its capacity as administrator of the Plans or any third party service provider, if any, retained from time to time by the Trust to perform certain of the administrative functions of the Plans as delegated by the Board in accordance with section 2.4;
- (cc) **"Plan of Arrangement"** means the plan of arrangement made under section 192 of the *Canada Business Corporations Act*, involving (among others) the Corporation, the Trust and 12184231 Canada Inc.;
- (dd) **"Plans"** means together the Market Plan and the Treasury Plan;
- (ee) **"Plan Trustee"** means such Plan Trustee or Plan Trustees from time to time appointed for purposes of the Market Plan pursuant to section 4.11;
- (ff) **"Private Company Partners"** means the corporations, partnerships or other entities with which the Trust or another Alaris Entity has directly or indirectly entered into a financing structure in exchange for an annual distribution or other return;
- (gg) **"Retirement"** means, subject the Board's general discretion in Section 6.2, the retirement of a Participant from service to the Alaris Entities where either (i) the Participant's age is at least 60 years of age, or (ii) their age plus years of service to the Alaris Entities is at least 60, provided that, in the case of both (i) and (ii) the Participant must have a minimum of five (5) years service in order to qualify for Retirement; "Retire" shall have the corresponding meaning;

- (hh) **"RTU"** means a unit equivalent in value to a Unit credited by means of a bookkeeping entry in the Participants' Accounts;
- (ii) **"RTU Agreement"** has the meaning set forth in section 3.2;
- (jj) **"Security Based Compensation Arrangements"** has the meaning ascribed thereto in Part VI of the Company Manual of the TSX, as amended from time to time;
- (kk) **"Service Provider"** means a Trustee, director, officer, or employee (including an Employee) of an Alaris Entity and a person or company engaged by an Alaris Entity to provide services for an initial, renewable or extended period of twelve months or more;
- (ll) **"takeover bid"** means a "take-over bid" as defined in the ASA pursuant to which the "offeror" would as a result of such takeover bid, if successful, beneficially own, directly or indirectly, in excess of 50% of the Outstanding Securities;
- (mm) **"Treasury Plan"** means the Restricted Unit Plan established by the Trust under Article 5 and pursuant to which Units are issued to Participants by the Trust from treasury following the vesting of corresponding RTUs;
- (nn) **"Trust Contributions"** means the cash contributions made to the Plan Trustee from time to time by the Trust for purposes of allowing the Plan Trustee to purchase Units through the facilities of an Exchange, as contemplated in section 4.5;
- (oo) **"Trust"** means Alaris Equity Partners Income Trust, and includes any successor entity thereto;
- (pp) **"Trustee"** means a person who is a trustee of the Trust;
- (qq) **"TSX"** means the Toronto Stock Exchange;
- (rr) **"Unit"** means a unit of the Trust (other than a special voting unit of the Trust);
- (ss) **"Unitholders"** means the holders of Units (and where the context requires, shall include the holders of Exchangeable Securities); and
- (tt) **"Unit Option Plan"** means the plan pursuant to which the Trust grants Options to Service Providers, as amended from time to time.

## 1.2 Interpretation

Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations, trusts, partnerships or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions mean or refer to this document as a whole and not to any particular article, section, paragraph or other part hereof.

## ARTICLE 2 PURPOSE AND ADMINISTRATION OF THE PLANS

### 2.1 Purpose

The Plans have been established to retain and motivate eligible Service Providers and to promote a greater alignment of interests between Service Providers and the Unitholders.

### 2.2 Administration of the Plans

Subject to section 2.4, the Plans shall be administered by the Board.

### **2.3 Authority of the Board**

The Board shall have the full power to administer the Plans, including, but not limited to, the authority to:

- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
- (b) adopt, amend, suspend and rescind such rules and regulations for administration of the Plans as the Board may deem necessary in order to comply with the requirements of the Plans, or in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;
- (c) determine the individuals to whom RTUs may be awarded;
- (d) award such RTUs on such terms and conditions as it determines including, without limitation: the time or times at which RTUs may be awarded; the time or times when each RTU becomes exercisable and the term of the RTU; whether restrictions or limitations are to be imposed on the Units issued pursuant to an RTU and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RTU, based on such factors as the Board may determine;
- (e) take any and all actions permitted by the Plans; and
- (f) make any other determinations and take such other action in connection with the administration of the Plans that it deems necessary or advisable.

### **2.4 Delegation of Authority**

To the extent permitted by applicable law, the Board may, from time to time, delegate to a committee (the "**Committee**") of the Board all or any of the powers conferred on the Board under the Plans. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of the Plans in this context is final and conclusive.

The Board or the Committee may delegate or sub-delegate to a Plan Administrator or any Trustee or any officer of an Alaris Entity the whole or any part of the administration of the Plans and shall determine the scope of such delegation or sub-delegation in its sole discretion.

### **2.5 Discretionary Relief**

Notwithstanding any other provision hereof, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

### **2.6 Amendment, Suspension, or Termination of Plans**

- (a) The Board may, from time to time, amend the terms set out herein or suspend the Plans in whole or in part and may at any time terminate the Plans without prior notice. However, except as expressly set forth herein, no such amendment, suspension, or termination may adversely affect RTUs credited to the Participants' Accounts at the time of such amendment, suspension, or termination without the consent of the affected Participant(s). In addition, the Board may, by resolution, amend the Plans and any RTU, without Unitholder approval, provided however, that the Board will not be entitled to amend the Treasury Plan without Exchange and Unitholder approval: (i) to increase the maximum number of Units issuable pursuant to the Treasury Plan; (ii) to extend the term of an RTU under the Treasury Plan held by an Insider; (iii) to increase the maximum limit on the number of securities that may be issued to Insiders pursuant to sections 5.6(b) or 5.6(c) hereof; (iv) to permit the introduction or reintroduction of nonemployee trustees as Participants on a discretionary basis or to permit any amendment that increases the limits previously imposed on non-employee director participation; or (v) to amend Section 5.6 of the Plan or any other provision of the Treasury Plan to increase the limits applicable to Trustees who are not officers or employees of an Alaris Entity set forth in paragraphs 5.6(d) and (e) below. Further provided, that the Board will not be entitled to amend either of the

Plans without Exchange and Unitholder approval to: (i) make any amendment to permit a Participant to transfer or assign any RTU to a new beneficial holder, other than as permitted by law; (ii) amend this section 2.6; or (iii) in any other circumstances where Exchange and Unitholder approval is required by the Exchange.

- (b) Without limitation of section 2.6(a), the Board may correct any defect or supply any omission or reconcile any inconsistency in the Plans in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to the Plans, and may make such determinations as it deems necessary or desirable for the administration of the Plans.
- (c) No amendment, change or modification shall be made to the Market Plan that will alter the duties of the Plan Trustee without the Plan Trustee's written consent.
- (d) On termination of a Plan, any outstanding awards of RTUs under such Plan shall immediately vest and the number of Units corresponding to the RTUs that have been awarded shall be delivered to the Participants in accordance with sections 4.9 and 5.7, as applicable. The Plans will finally cease to operate for all purposes when the last remaining Participant receives delivery of all Units corresponding to RTUs credited to the Participant's Account (or the payment for such RTUs pursuant to a Surrender Offer) and any Units held in the Market Plan Trust Fund corresponding to any Forfeited RTUs are sold by the Plan Trustee in accordance with section 6.9.

## **2.7 Final Determination**

Any determination or decision by, or opinion of, the Board, the Committee or a Trustee or any officer of an Alaris Entity made or held pursuant to the terms set out herein shall be made or held reasonably and shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Trust, the Participants and their beneficiaries and legal representatives.

Subject to section 2.5, all rights, entitlements and obligations of Participants under the Plans are set forth in the terms hereof and cannot be modified by any other documents, statements or communications, except by amendment to the terms set out in section 2.6.

## **2.8 Taxes**

- (a) A Participant shall be solely responsible for reporting and paying all taxes payable in respect of the Units received by the Participant under the Plans. The Trust makes no guarantees to any person regarding the tax treatment of an RTU, the Units received by a Participant under the Plans or payments made under the Plans and none of the Trust or any of its employees or representatives shall have any liability to a Participant with respect thereto. The applicable Alaris Entity will provide each Participant with (or cause each Participant to be provided with) a T4 slip or such requisite statement as may be required by applicable law to report income for income tax purposes.
- (b) The Trust shall have the power and the right to deduct or withhold, or require a Participant to remit to the Trust, the required amount to satisfy, in whole or in part, federal, provincial, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plans, including, but not limited to, the vesting of RTUs granted under the Plans. With respect to required withholding, the Trust shall have the irrevocable right to (and the Participant consents to) the Trust setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Trust to such Participant (whether arising pursuant to the Participant's relationship as a Trustee, director, officer or employee of any of the Alaris Entities or as a result of the Participant providing services on an ongoing basis to any of the Alaris Entities or otherwise), or may make such other arrangements satisfactory to the Participant and the Trust. In addition, the Trust may elect, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by withholding, or directing the Plan Trustee to withhold, such number of Units as it determines are required to be sold by the Trust, as Plan Trustee, or by the Plan Trustee on behalf of the Trust, to satisfy the withholding obligation net of selling costs (which costs shall be the responsibility of the Participant and which shall be and are authorized to be deducted from the proceeds of sale). The Participant consents to such sale and grants to the Trust, or the Plan Trustee, as the case may be, an irrevocable

power of attorney to effect the sale of such Units and acknowledges and agrees that neither the Trust nor the Plan Trustee accepts responsibility for the price obtained on the sale of such Units. Any reference in the Plans to the issuance of Units or a payment of cash in connection with a RTU is expressly subject to this section 2.8.

## **2.9 Expenses**

Subject to section 6.8, the Trust shall pay all Basic Administration Expenses.

## **2.10 Information**

Each Participant shall provide the Trust with all of the information (including personal information) that it requires in order to administer the Plans. The Trust may from time to time transfer or provide access to such information to the Plan Trustee or the Plan Administrator for purposes of the administration of the Plans.

## **2.11 Account Information**

Information pertaining to the RTUs in Participants' Accounts will be made available to the Participants at least annually in such manner as the Plan Administrator may determine and shall include such matters as the Board may determine from time to time or as otherwise may be required by law.

## **2.12 Indemnification**

Each member of the Board or Committee is indemnified and held harmless by the Trust against any cost or expense (including any sum paid in settlement of a claim with the approval of the Trust) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as Trustee or otherwise under the declaration of trust governing the Trust, any agreement, any vote of Unitholders, or disinterested Trustees, or otherwise.

# **ARTICLE 3 ELIGIBILITY AND PARTICIPATION IN THE PLANS**

## **3.1 Participation**

The Board, in its sole discretion, shall determine, or shall delegate to the Committee the determination of which Service Providers will participate in either of the Plans.

## **3.2 RTU Agreement**

A Participant shall confirm acknowledgement of an award of RTUs made to such Participant in such form as determined by the Board from time to time (the "**RTU Agreement**"), within such time period and in such manner as specified by the Board or the Plan Administrator. If acknowledgement of an award of RTUs is not confirmed by a Participant within the time specified, the Trust reserves the right to revoke the crediting of RTUs to the Participant's Account.

## **3.3 Participant's Agreement to be Bound**

Participation in either of the Plans by any Participant shall be construed as irrevocable acceptance by the Participant of the terms and conditions set out herein and all rules and procedures adopted hereunder and as amended from time to time.



## ARTICLE 4 THE MARKET PLAN

### 4.1 The Market Plan

The Market Plan is hereby established for Participants who are Trustees or Employees. The Market Plan is intended to constitute an employee benefit plan as defined in subsection 248(1) of the *Income Tax Act* (Canada) or any successor provision under which Trust Contributions are made to the Plan Trustee and under which payments are made to or for the benefit of a Participant under the Market Plan in the form of Units purchased by the Plan Trustee through the facilities of the Exchange.

### 4.2 Grant of RTUs

Subject to section 3.2, an award of RTUs will be made and the number of such RTUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number of RTUs to be credited to each Participant's Account shall be determined by the Board, or the Committee if delegated by the Board to do so, each in its sole discretion. The RTUs credited to a Participant's Account pursuant to this section shall be noted as having been granted under the Market Plan.

### 4.3 Distributions

In the event that a distribution is declared and paid on the Units, the Board shall have the discretion to award Participants (each of section 4.3(a), (b) and (c), referred to in this section as a "**Distribution Payment Method**"):

- (a) a cash payment equivalent to the distribution that would have been paid on the Units underlying the RTUs credited to a Participant's Account had such Units been outstanding from the date of the grant of the RTUs;
- (b) Units in an amount computed by dividing (A) the amount obtained by multiplying the amount of the distribution declared and paid per Unit by the number of RTUs recorded in the Participant's Account on the record date for the payment of such distribution, by (B) the Distribution Market Value, with fractions computed to the nearest whole number;
- (c) a Distribution Equivalent in the form of additional RTUs as of the distribution payment date in respect of which distributions are paid on Units, such Distribution Equivalent shall be computed by dividing (X) the amount obtained by multiplying the amount of distribution declared and paid per Unit by the number of RTUs recorded in the Participant's Account on the record date for the payment of such distribution, by (Y) the Distribution Market Value, with fractions computed to three decimal places; or
- (d) any combination of (a), (b) or (c);

provided that if the Board determines to award a Distribution Payment Method to Participants, the Board shall have the sole discretion to determine which Distribution Payment Method, or combination thereof, a Participant shall receive. Any Distribution Payment Method awarded pursuant to this section 4.3 shall vest and be payable in accordance with the terms of RTUs associated therewith.

To the extent that a Participant receives any distributions in accordance with section 4.3 in the form of Units or additional RTUs, such Units or additional RTUs shall be excluded for the purposes of determining any adjustments in accordance with section 4.10.

### 4.4 Vesting

- (a) Subject to Article 6, an award of RTUs under the Market Plan shall vest in accordance with the terms specified in the Participant's RTU Agreement. The vesting provisions in any RTU Agreement will be determined either by the Board, or the Committee if delegated by the Board to do so, each in its sole discretion; provided that unless forfeited prior to such date, all awards of RTUs under the Market Plan shall vest no later than the Expiry Date of the corresponding RTU.

- (b) For greater certainty, the vesting of RTUs may be determined from time to time by the Board, or the Committee if so delegated by the Board, to include criteria such as, but not limited to:
  - (i) time vesting, in which a Unit is not delivered to a Participant until the Participant has held the corresponding RTU for a specified period of time; and
  - (ii) performance vesting, in which the number of Units to be delivered to a Participant for each RTU that vests may fluctuate based upon the Trust's performance and/or the market price of the Units, in such manner as determined by the Board or, if so delegated, the Committee, in their sole discretion.

#### **4.5 Restricted Unit Purchases by Plan Trustee**

At its discretion, the Trust shall remit one or more Trust Contributions to the Plan Trustee in the amount necessary to allow the Plan Trustee to arrange for the purchase of Units equal to the maximum number of Units that may be delivered to a Participant following the vesting of RTUs awarded to Participants under section 4.2 prior to the date that such RTUs vest in accordance with section 4.4.

The Plan Trustee shall arrange for the purchase of the requisite number of Units through an Exchange participating organization and the facilities of the Exchange as soon as practicable (but in any event within 30 calendar days) after receipt of any Trust Contributions. The Units shall be purchased at prevailing market prices and in accordance with any Exchange rules applicable thereto.

In the event that any Trust Contribution received by the Plan Trustee is insufficient to acquire the number of Units required at a particular time, the Plan Trustee will notify the Trust of the additional Trust Contribution required and the Trust shall forthwith provide such amount to the Plan Trustee.

The Trust will be responsible for, and Trust Contributions may be used by the Plan Trustee to pay, all brokerage commissions or similar fees in connection with such purchases.

#### **4.6 Limit on Purchases**

Notwithstanding the provisions of section 4.5, the Plan Trustee, in its discretion, may limit the daily volume of purchases of Units or cause such purchases to be made over several trading days to the extent that such action is deemed by it to be necessary to avoid disrupting the market price for Units or otherwise be in the best interests of the Trust.

#### **4.7 Assets of the Market Plan Trust Fund**

The Plan Trustee shall receive Trust Contributions from the Trust. Trust Contributions and the Units acquired therewith shall constitute the Market Plan Trust Fund and shall be held, administered and dealt with by the Plan Trustee pursuant to the terms of the Market Plan.

#### **4.8 Registration of Units and Rights of Ownership**

All Units purchased by the Plan Trustee pursuant to the Market Plan shall be registered in the name of the Plan Trustee or a nominee thereof and shall be held in the Market Plan Trust Fund in accordance with the terms hereof.

Each Participant shall have the right and shall be afforded the opportunity to instruct the Plan Trustee in writing how to vote, on any issue coming before the Unitholders, with respect to the Units held for the benefit of such Participant by the Plan Trustee in the Market Plan Trust Fund at the record date for any meeting of the Unitholders. Instructions by a Participant to the Plan Trustee shall be in such form and delivered pursuant to such regulations as the Board may prescribe, subject to the approval of the Plan Trustee, and any such instructions to the Plan Trustee shall remain in the strict confidence of the Plan Trustee. If the Plan Trustee does not receive timely and proper instructions from a Participant regarding the voting of Units held for the benefit of such Participant by the Plan Trustee in the Market Plan Trust Fund, such Units shall not be voted. Similar procedures shall apply to any consent solicitation of the Unitholders. Units corresponding to Forfeited RTUs shall not be voted.

#### 4.9 Delivery of Units by the Plan Trustee following Vesting

Provided that the relevant vesting date of an award of RTUs under the Market Plan shall have occurred, unless the Trust and the Participant have agreed in the Participant's RTU Agreement to a different withdrawal and delivery schedule to follow vesting, the Plan Trustee shall, as soon as practicable after the earliest to occur of (i) the date on which the Units corresponding to a vested award of RTUs are required to be delivered in accordance with Article 6, (ii) the date of delivery specified in a written notice from the Participant to the Plan Trustee requesting the delivery of the Units corresponding to the vested award of RTUs, provided that such delivery date may not be earlier than January 1st nor later than December 31st of the third calendar year following the calendar year of the Award Date of the RTUs, and (iii) December 31st of the third calendar year following the calendar year of the Award Date of the RTUs, withdraw from the Market Plan Trust Fund the number of Units required to be delivered to a Participant pursuant to the vested RTUs in the Participant's Account and shall transfer title, register and deliver certificates or other confirmation of issuance including a direct registration statement for such Units to the Participant by first class insured mail, unless the Plan Trustee shall have received alternate instructions from the Participant (through the Plan Administrator) for the registration and/or delivery of the certificates or other confirmation of issuance including a direct registration statement. For greater certainty, unless forfeited prior to such date, all Units to be delivered to Participants following the vesting of RTUs shall be delivered to Participants no later than December 31st of the third calendar year following the Award Date of the RTUs awarded to the Participants, or such later date as may be permitted by applicable income tax laws.

#### 4.10 Changes in Units

In the event there is any change in Units through the declaration of distributions or subdivisions, consolidations, or exchanges of Units or otherwise, the number of Units available for issuance following the vesting of RTUs granted under the Market Plan shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Market Plan.

#### 4.11 Plan Trustee

The Committee will appoint one or more persons or a company to act as Plan Trustee and purchasing agent for the Market Plan upon the grant of any RTUs under the Market Plan.

### ARTICLE 5 THE TREASURY PLAN

#### 5.1 The Treasury Plan

The Treasury Plan is hereby established for Participants.

#### 5.2 Grant of RTUs

Subject to section 3.2, an award of RTUs pursuant to the Treasury Plan will be made and the number of such RTUs awarded will be credited to each Participant's Account, effective as of the Award Date. The number of RTUs to be credited to each Participant's Account shall be determined by the Board, or the Committee delegated by the Board to do so, each in its sole discretion. The RTUs credited to a Participant's Account pursuant to this section shall be noted as having been granted under the Treasury Plan.

#### 5.3 Distributions

In the event that a distribution is declared and paid on the Units, the Board shall have the discretion to award Participants (each of 5.3(a), (b) and (c) referred to in this section as a "**Distribution Payment Method**"):

- (a) a cash payment equivalent to the distribution that would have been paid on the Units underlying the RTUs credited to a Participant's Account had such Units been outstanding from the date of the grant of the RTUs;
- (b) Units in an amount computed by dividing (A) the amount obtained by multiplying the amount of the distribution declared and paid per Unit by the number of RTUs recorded in the Participant's Account on the

record date for the payment of such distribution, by (B) the Distribution Market Value, with fractions computed to the nearest whole number;

- (c) a Distribution Equivalent in the form of additional RTUs as of the distribution payment date in respect of which distributions are paid on Units, such Distribution Equivalent shall be computed by dividing (X) the amount obtained by multiplying the amount of distribution declared and paid per Unit by the number of RTUs recorded in the Participant's Account on the record date for the payment of such distribution, by (Y) the Distribution Market Value, with fractions computed to three decimal places; or
- (d) any combination of (a), (b) or (c);

provided that if the Board determines to award a Distribution Payment Method to Participants, the Board shall have the sole discretion to determine which Distribution Payment Method, or combination thereof, a Participant shall receive. Any Distribution Payment Method awarded pursuant to this section 5.3 shall vest and be payable in accordance with the terms of RTUs associated therewith.

To the extent that a Participant receives any distributions in accordance with section 5.3 in the form of Units or additional RTUs, such Units or additional RTUs shall be excluded for the purposes of determining any adjustments in accordance with section 5.6.

#### **5.4 Vesting**

- (a) Subject to Article 6, an award of RTUs under the Treasury Plan shall vest in accordance with the terms specified in the Participant's RTU Agreement, except that no such RTU, or portion thereof, may vest after the Expiry Date in respect thereof. The vesting provisions in any RTU Agreement will be determined by the Board, or the Committee if delegated by the Board to do so, each in its sole discretion.
- (b) For greater certainty, the vesting of RTUs may be determined from time to time by the Board or the Committee if so delegated by the Board, to include criteria such as, but not limited to:
  - (i) time vesting, in which a Unit is not delivered to a Participant until the Participant has held the corresponding RTU for a specified period of time; and
  - (ii) performance vesting, in which the number of Units to be delivered to a Participant for each RTU that vests may fluctuate based upon the Trust's performance and/or the market price of the Units, in such manner as determined by the Board or, if so delegated, the Committee, in their sole discretion.

#### **5.5 Allotment of Units for Issuance by the Trust**

The Trust shall allot for issuance from treasury such number of Units corresponding to the maximum number of Units that may be deliverable to Participants following the vesting of RTUs awarded to Participants under the Treasury Plan.

#### **5.6 Limits on Issuances**

Subject to adjustments in accordance with section 5.3 of the Treasury Plan, the maximum number of Units available for issuance under the Treasury Plan at any time shall not exceed 3.5% of the aggregate number of Outstanding Securities from time to time and the maximum number of Units available for issuance under the Treasury Plan and the Unit Option Plan, if there is such a plan in place, shall not exceed 3.5% of Outstanding Securities from time to time plus the number of Units reserved for issuance under any outstanding Options. This prescribed maximum may be subsequently increased to any specified amount, provided the change is authorized by a vote of the Unitholders.

In addition, the number of Units reserved for issuance and which may be issued pursuant to the Treasury Plan and other Security Based Compensation Arrangements established by the Trust shall be limited as follows:

- (a) the number of Units reserved for issuance to any one individual shall not exceed 2.5% of the Outstanding Securities;
- (b) the number of Units reserved for issuance under all Security Based Compensation Arrangements granted to Insiders shall not exceed 4.5% of the Outstanding Securities plus the number of Units reserved for issuance under any outstanding options (which combined number can never exceed 9.75% in the aggregate);
- (c) the number of Units that may be issued to Insiders within any one-year period under all Security Based Compensation Arrangements shall not exceed 4.5% of the Outstanding Securities plus the number of Units reserved for issuance under any outstanding Options (which combined number can never exceed 9.75% in the aggregate);
- (d) the maximum number of Units issuable at any time pursuant to outstanding RTUs under the Treasury Plan granted to Trustees who are not officers or employees of an Alaris Entity shall be limited to 0.5% of the Outstanding Securities; and
- (e) the maximum participation for a Trustee who is not an officer or employee of an Alaris Entity under the Treasury Plan is limited an annual equity award value of \$150,000, provided that the maximum annual equity award value for such a Trustee under all Security Based Compensation Arrangements shall not exceed \$150,000 and further provided that these limits shall not apply in respect of an initial grant of RTUs to a newly appointed or elected Trustee.

For the purposes of this section 5.6, any increase in the issued and outstanding Units (whether as a result of the issue of Units pursuant to RTUs or Options or otherwise) will result in an increase in the number of Units that may be issued pursuant to RTUs at any time and any increase in the number of RTUs granted will, upon issue of Units pursuant to such RTUs, make new RTUs available under the Plan.

RTUs that are forfeited or otherwise cancelled, terminated or expire shall result in the Units that were reserved for issuance thereunder being available for a subsequent grant of RTUs pursuant to the Treasury Plan to the extent of any Units issuable thereunder that are not issued under such forfeited or otherwise cancelled, terminated or expired RTUs.

## **5.7 Delivery of Payment by the Trust following Vesting**

Provided that the relevant vesting date of an award of RTUs under the Treasury Plan shall have occurred, unless the Trust and the Participant have agreed in the Participant's RTU Agreement to a different delivery schedule to follow vesting (which delivery shall in no case be later than the Expiry Date), the Trust shall, as soon as practicable after the earliest to occur of (i) the date on which the payment corresponding to a vested award of RTUs is required to be delivered in accordance with Article 6, and (ii) the date of delivery specified in a written notice from the Participant to the Trust requesting the delivery of the payment corresponding to the vested award of RTUs, settle the RTU by any of the following methods or by a combination of such methods:

- (a) payment in cash;
- (b) payment in Units acquired on an Exchange or otherwise in the open market or in a private transaction; or
- (c) issue from treasury to such Participant the number of Units;

in an amount equal to the value of such Participant's vested RTUs in the Participant's Account. The Trust shall not determine whether the payment method shall take the form of cash or Units until the vesting date, or some reasonable time prior thereto. A holder of a RTU shall not have any right to demand, be paid in, or receive Units in respect of an RTU, at any time. Notwithstanding any election by the Trust to settle a RTU, or portion thereof, in Units, the Trust reserves the right to change its election in respect thereof at any time up until payment is actually made, and the holder of such RTU shall not have the right, at any time to enforce settlement in the form of Units of the Trust.

The Trust shall register and deliver certificates or other confirmation of issuance including a direct registration statement for any Units to be delivered to the Participant by first class insured mail, unless the Trust shall have received

alternative instructions from the Participant (through the Plan Administrator) for the registration and/or delivery of the certificates or other confirmation of issuance including a direct registration statement. For greater certainty, unless forfeited prior to such date, all payments to be delivered to Participants following the vesting of RTUs shall be delivered to Participants no later than Expiry Date in respect of such RTUs.

## 5.8 Surrender Offer

At any time prior to the earliest of:

- (i) the date on which the Units corresponding to a vested award of RTUs are required to be delivered in accordance with Article 6; and
- (ii) the date of delivery specified in a written notice from the Participant to the Trust requesting the delivery of the payment corresponding to the vested award of RTUs,

a Participant may make an offer (the "**Surrender Offer**") to the Trust, at any time, for the disposition, surrender and termination of any of the RTUs granted under the Plans to such Participant for an amount (not to exceed fair market value) specified therein by the Participant and the Trust may, but is not obligated to, accept the Surrender Offer, subject to any regulatory approval required. If the Surrender Offer, either as made or as renegotiated, is accepted, the RTUs in respect of which the Surrender Offer relates shall be surrendered and deemed to be terminated and cancelled and shall cease to grant the Participant any further rights thereunder upon payment of the amount of the agreed Surrender Offer by the Trust to the Participant.

## 5.9 Changes in Units

In the event there is any change in the Units through the declaration of distributions or subdivisions, consolidations or exchanges of Units, or otherwise, the number of Units underlying the RTUs granted under the Treasury Plan shall be adjusted appropriately by the Board and such adjustment shall be effective and binding for all purposes of the Treasury Plan.

# ARTICLE 6 ACCELERATED VESTING AND FORFEITURE

## 6.1 Vesting During Blackout

If the normal vesting date of any RTU falls within any Blackout Period or within 5 business days (being a day other than a Saturday, Sunday or other than a day when banks in Calgary, Alberta are not generally open for business) following the end of any Blackout Period (the "**Restricted RTUs**"), then the vesting date of such Restricted RTUs shall, without any further action, be extended to the date that is 5 business days following the end of such Blackout Period, provided that in no circumstance will the vesting date be extended beyond the Expiry Date. Notwithstanding any other provision of this Plan, including this Section 6.1, in the event that a vesting date in respect of a RTU would occur after the Expiry Date, the vesting date in respect of such Restricted RTU shall be on the Expiry Date of such RTU and such RTU shall be settled by any of the following methods or by a combination of such methods (the delivery of the following to occur no later than Expiry Date in respect of such RTUs):

- (a) payment in cash;
- (b) payment in Units acquired on an Exchange or otherwise in the open market or in a private transaction; or
- (c) issue from treasury to such Participant the number of Units.

The foregoing extension applies to all RTUs whatever the date of grant.

## **6.2 Accelerated Vesting**

The Board in its sole discretion may, by resolution, permit all unvested awards of RTUs to vest immediately and the Units corresponding to the RTUs in the Participants' Accounts to be delivered in accordance with section 4.9 or 5.7, as applicable.

## **6.3 Delivery on Forfeiture**

Unless otherwise determined by the Board or unless otherwise provided in an RTU Agreement pertaining to a particular RTU or any written employment, consulting or other agreement governing a Participant's role as a Service Provider, where a Participant ceases to be a Participant pursuant to sections 6.4 or 6.6, any payment corresponding to any remaining vested award of RTUs shall be delivered to the former Participant in accordance with section 4.9 or 5.7, as applicable, as soon as practicable after the Forfeiture Date and the former Participant shall not be entitled to any further distribution of Units or any payment from the Plans.

## **6.4 Retirement**

If a Participant Retires from employment with all applicable Alaris Entities or Retires as a trustee of the Trust (or in the case of a Participant who is both an employee and a trustee, who Retires from employment and as a trustee) before all awards respecting RTUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, such RTUs shall vest on the effective date of Retirement, as determined by the Board.

## **6.5 Resignation**

Unless otherwise determined by the Board or unless otherwise provided in a RTU Agreement pertaining to a particular RTU or any written employment, consulting or other agreement governing a Participant's role as a Service Provider, if a Participant resigns from employment with the Trust resigns as a trustee of the Trust (or in the case of a Participant is both an employee and a trustee, resigns from employment and a trustee of the Trust), as determined by the Board in its sole discretion, before all of the awards respecting RTUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, such Participant shall cease to be a Participant as of the Forfeiture Date, and the former Participant shall forfeit all unvested awards respecting RTUs in the Participant's Account effective as at the Forfeiture Date.

## **6.6 Disability and Leaves of Absence**

If a Participant becomes eligible for long-term disability benefits under the terms of a long-term disability plan of the applicable Alaris Entity or is eligible for short term disability or is on approved leave, as determined by the Board in its sole discretion, before all of the awards respecting RTUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, such Participant shall be deemed to continue to be a Participant for purposes of the Plans. For greater certainty, so long as a Participant continues to be deemed a Participant for purposes of this paragraph, the vesting of such Participant's RTUs pursuant to section 4.4 or 5.4, as applicable, and this Article 6 shall continue to apply to such Participant.

## **6.7 Termination of Employment**

Unless otherwise determined by the Board or unless otherwise provided in an RTU Agreement pertaining to a particular RTU or any written employment, consulting or other agreement governing a Participant's role as a Service Provider, if a Participant is terminated from all applicable Alaris Entities for any reason (including involuntary termination without cause), as determined by the Board in its sole discretion, before all of the awards respecting RTUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, such Participant shall cease to be a Participant as of the Forfeiture Date, and the former Participant shall forfeit all awards respecting unvested RTUs in his Account effective as at the Forfeiture Date. Notwithstanding the previous sentence, in the event of an involuntary termination without cause, the Board may, in its sole discretion, permit a Participant to continue to participate in the Plans during any statutory or common law severance period or any period of reasonable notice that the applicable Alaris Entities may be required at law or pursuant to any written employment, consulting or other agreement governing a Participant's role as a Service Provider, to provide to the Participant. In

such circumstances, the Participant shall cease to be a Participant following the expiry of the severance period or period of reasonable notice, as applicable.

## **6.8 Death**

If a Participant dies before all of the awards respecting RTUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, all unvested awards respecting RTUs will vest effective on the date of death. The Trust and/or Plan Administrator will notify the Plan Trustee as soon as practicable after receiving notice of such death. Upon receipt of satisfactory evidence of the Participant's death from the authorized legal representative of the deceased Participant, the Units corresponding to the number of RTUs in such Participant's Account shall be paid out to the legal representative of the deceased former Participant's estate in accordance with section 4.9 or 5.7, as applicable.

## **6.9 Forfeited Units**

The Plan Trustee shall sell a sufficient number of Units held in the Market Plan Trust Fund corresponding to Forfeited RTUs through an Exchange participating organization and the facilities of the Exchange and shall use the proceeds of such sale to pay Basic Administration Expenses of the Plan Trustee under the Market Plan and to return amounts in respect of Trust Contributions. The Plan Trustee, in its discretion, may limit the daily volume of such sale(s) or cause such sales to be made over several trading days to the extent that such action is deemed by it to be necessary to avoid disrupting the market price for Units or otherwise be in the best interests of the Trust. To the extent that the proceeds of such sale(s) of such Units exceed the Basic Administration Expenses of the Plan Trustee, the excess sale proceeds shall revert to the Trust as soon as practicable as a return of Trust Contributions. The Plan Trustee may also use Units corresponding to Forfeited RTUs to satisfy any future awards of RTUs made pursuant to section 4.2. In no circumstances shall the Plan Trustee transfer and deliver Units (including any which correspond to Forfeited RTUs) to the Trust.

## **6.10 Termination on Divestiture**

- (a) In the event that a divestiture of a business unit (including a divestiture by sale, closure or outsourcing) of the Trust results in the termination of a Participant's term as an officer, Trustee, director or employee of all applicable Alaris Entities and such Participant becomes a director, officer or employee of the person acquiring or operating such business unit, the Board may:
  - (i) accelerate the vesting of all or any portion of a Participant's RTUs; or
  - (ii) determine that such Participant shall continue to be a Participant for the purposes of the Plan, but subject to such terms and conditions (including vesting), if any, established by the Board in its sole discretion.
- (b) In the event that a divestiture of a business unit (including a divestiture by sale, closure or outsourcing) of the Trust results in the termination of employment of a Participant and such Participant is not offered another directorship, trusteeship, office or employment with an Alaris Entity or with the entity to whom the divestiture is made (or any affiliate thereof), then the provisions of section 6.7 shall apply.

## **6.11 Change of Control**

- (a) Upon the Trust entering into an agreement relating to, or otherwise becoming aware of, a transaction which, if completed, would result in a Change of Control, the Trust shall give written notice of the proposed transaction to the Participants not less than ten days prior to the closing of the transaction resulting in the Change of Control.
- (b) Upon the occurrence of a Change of Control, the Board may, in its sole discretion, accelerate the vesting of all or a portion of all the RTUs of all Participants.



## **ARTICLE 7 GENERAL**

### **7.1 Compliance with Laws**

The administration of the Plans, including without limitation all purchases of Units under the Market Plan or issuance of Units under the Treasury Plan, shall be subject to and made in conformity with all applicable laws and any applicable regulations of a duly constituted authority.

### **7.2 Reorganization of the Trust**

The existence of any RTUs or Units corresponding to such RTUs shall not affect in any way the right or power of the Trust or its Unitholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Trust's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Trust or to create or issue any bonds, debentures, Units or other securities of the Trust or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Trust or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

### **7.3 General Restrictions and Assignment**

Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

The rights and obligations hereunder may be assigned by the Trust to a successor in the business of the Trust.

### **7.4 Market Fluctuations**

No amount will be paid to, or in respect of, a Participant under the Plans to compensate for a downward fluctuation in the price of Units, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

The Trust makes no representations or warranties to Participants with respect to the Plans or the RTUs whatsoever. Participants are expressly advised that Trust Contributions will be used to acquire Units under the Market Plan and that the value of any RTUs and Units under the Plans will fluctuate as the trading price of Units fluctuates. If the Board or Committee has attached performance vesting criteria to any RTUs under sections 4.4 or 5.4, the number of Units delivered to a Participant following the vesting of such RTU may fluctuate based upon the terms of such vesting criteria.

In seeking the benefits of participation in the Plans, a Participant agrees to exclusively accept all risks associated with a decline in the market price of Units and all other risks associated with the holding of RTUs.

### **7.5 No Rights to Employment**

- (a) Nothing in this document or in the opportunity to participate in the Plans shall confer upon any Participant any right to continued employment with any Alaris Entity nor shall interfere in any way with the right of an Alaris Entity to terminate the Participant's employment at any time.
- (b) Nothing in this document or in the opportunity to participate in the Plans shall be construed to provide the Participant with any rights whatsoever to participate or to continue participation in the Plans, or to compensation or damages in lieu of participation or the right to participate in the Plans upon the termination of the Participant's employment for any reason whatsoever.
- (c) A Participant shall not be entitled to any right to participate or to continue to participate in the Plans or to compensation or damages in lieu of participation or the right to participate in the Plans in consequence of the

termination of his employment the applicable Alaris Entities for any reason (including, without limitation, any breach of contract by any Alaris Entity or in consequence of any other circumstances whatsoever).

#### **7.6 No Trading on Undisclosed Information**

No Participant shall in any manner participate in the trading of Units based upon insider or undisclosed material corporate information. Any trading based on undisclosed material information by a Participant may be subject to prosecution and may result in discipline by the Trust up to and including termination of a Participant's employment with the applicable Alaris Entities. Participants should consult the Disclosure, Confidentiality & Trading Policy of the Trust available from the Trust.

#### **7.7 No Unitholder Rights**

Under no circumstances shall RTUs be considered an interest in any Units, convertible debentures or any other securities or interest of the Trust or other Alaris Entity as applicable, nor shall any Participant be considered to be the owner of any Units or have the right to receive Units, by virtue of an award of RTUs until such RTUs have vested and Units are delivered to the Participant in accordance with the terms of the Plans. RTUs shall not entitle any Participant to exercise voting rights with respect to Units (except as provided in section 4.8) nor any other rights attaching to the ownership of Units or other securities of the Trust. To the extent the assets that constitute the Market Plan Trust Fund are insufficient to satisfy the rights of Participants under the Market Plan, such rights shall be no greater than the rights of an unsecured creditor of the Trust.

#### **7.8 Governing Law**

The validity, construction and effect of the Plans and any actions taken or relating to the Plans shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

#### **7.9 Currency**

All amounts paid or values to be determined under the Plans shall be in Canadian dollars.

#### **7.10 Severability**

The invalidity or unenforceability of any provision of this document shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from this document.

#### **7.11 Effectiveness**

Pursuant to the terms of the Plan of Arrangement, this Plan shall become effective on the Effective Time as set forth in the Plan of Arrangement and each restricted share unit granted under the Corporation's restricted share unit plan (as the same had been amended and restated) and outstanding immediately prior to the Effective Time has been exchanged for an RTU granted under the Plan in accordance with, and at such time set forth in, the Plan of Arrangement and shall be governed by and subject to this provisions of this Plan.

### **ALARIS EQUITY PARTNERS INCOME TRUST**

Per: signed "John (Jay) Ripley"  
 John (Jay) Ripley  
 Chairman of the Board of Trustees