

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (the "**Agreement**") is made effective the
1st day of October, 2023

BETWEEN:

SFPP CORPORATION
(the "**Employer**")

- and -

ELIZABETH (LIZ)
DOUGHTY
(the "**Employee**")

WHEREAS:

The Employer was established as a corporation pursuant to Schedule 3 of the *Joint Governance of Public Sector Pension Plans Act*, SA 2018, c J-05 (the "**Act**") to perform duties related to the Special Forces Pension Plan ("**SFPP**");

The board of directors of the Employer (the "**Board**") first appointed the Employee as the Chief Executive Officer ("**CEO**") of the Employer effective March 1, 2019 under an employment agreement (the "**2019 Agreement**"), which employment was continued under an Amended and Restated Agreement made effective March 1, 2022 (the "**2022 Agreement**");

The Employer and Employee wish to terminate and replace the 2022 Agreement with this Amended and Restated Agreement;

The Employee is a "designated executive" pursuant to the *Reform of Agencies, Boards and Commissions Compensation Act* ("**RABCCA**"); and

This Amended and Restated Agreement is designed to comply with RABCCA and the regulations made under it, namely *the Reform of Agencies, Boards and Commissions Compensation Regulation*, Ministerial Order (Public Service Commission) No. 05/2021, Ministerial Order 12/2022 and Ministerial Order 23/2023 (collectively the "**RABCCA Regulatory Scheme**").

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and the Employee agree as follows:

1. POSITION AND TERM

- 1.1 The Employer shall employ the Employee as the CEO of the Employer (the “Position”) on the terms and conditions set out in this Agreement.
- 1.2 The Employee is employed in the Position, with responsibility for:
 - 1.2.1. overall management of the Employer, including acting as the leader of the administration, management and operations of the Employer on a daily basis;
 - 1.2.2. providing leadership, advice and guidance to the Board;
 - 1.2.3. ensuring that the Employer operates and functions within the boundaries of the Act, other applicable legislation, and the Board's policies;
 - 1.2.4. providing leadership, advice and guidance to the SFPP Sponsor Board established pursuant to the Act;
 - 1.2.5. managing and maintaining strong and effective relationships with the sponsors, stakeholders and service providers to SFPP; and
 - 1.2.6. managing and overseeing the other employees of the Employer all as determined and directed by the Board.
- 1.3 The Board may, from time to time, change, alter or add to the duties and responsibilities of the Employee to meet the needs of the Employer.
- 1.4 The Employee is accountable to the Board and shall report to and accept instructions from the Board through the Chair of the Board (the "Chair").
- 1.5 The Employee is bound by and agrees to operate within the policies, practices, procedures, regulations and guidelines established by the Employer, as changed or amended from time to time, except where they contradict the express terms of this Agreement.
- 1.6 The Employee agrees that her role as CEO is a senior executive role, which from time to time and as necessary will require her services beyond normal working hours and without additional compensation, overtime pay or time in lieu thereof.

2. TERM

- 2.1 The term of this Agreement starts on October 1, 2023 and continues until the end of the day on September 30, 2029 (the “Term”) unless terminated earlier in accordance with this Agreement.

This Agreement is for a fixed term and will not be combined with any prior employment agreements between the Employer and the Employee to create a contract of indefinite duration.

3. CONDUCT

- 3.1 The Employee shall perform the duties assigned to her faithfully and to the best of her ability in a diligent, competent and professional manner and in the best interests of the Employer.
- 3.2 The Employee shall devote her full time and attention to the operations and affairs of the Employer. As the senior executive of the Employer, the Employee shall ensure that the Employer's interests are being attended to and remain her priority at all times.

- 3.3 The Employee shall not, without the written consent of the Board and the Ethics Commissioner, if applicable, undertake any other business or occupation whether for remuneration or otherwise which interferes with her obligations to the Employer or that constitutes a potential, perceived or real conflict of interest.

If the Board grants consent under this Section 3.3, the Board reserves the right to revoke its consent in its sole discretion on 30 days' written notice to the Employee.

- 3.4 The Employee further acknowledges and agrees that the Employer may disclose this Agreement, in its entirety, to the Ethics Commissioner for the purpose of assisting the Ethics Commissioner in carrying out the Ethics Commissioner's duties and functions under the *Conflicts of Interest Act*. The Employee may revoke this consent at any time in writing, in which case the Employer will refrain from disclosure of this Agreement to the Ethics Commissioner in accordance with this clause. This consent and any subsequent revocation of this consent does not apply to personal information made public or otherwise disclosed in accordance with Section 17.
- 3.5 The Employee agrees to abide by all conflict of interest, ethics and governance policies adopted by the Board.

- 3.6 During the term of this Agreement the Employee shall:

- 3.6.1. promptly disclose to the Board in writing full and complete information concerning any interests, direct or indirect (as owner, shareholder, partner, lender, or other investor, director, officer, employee, consultant or otherwise) she may have or any member of her family has or in the future acquires in any business which does business with the Employer or with any of its sponsors, stakeholders, suppliers, or service providers; and
 - 3.6.2. comply with any direction of the Board respecting the matters disclosed under Section 3.6.1.

4. CONFIDENTIALITY

- 4.1 The Employee acknowledges that she is a fiduciary and occupies a position of trust with the Employer and is in a position in which she has access to and may obtain access to information of the Employer, and of the Sponsor Board, of the sponsors, stakeholders, service providers and of plan members of the SFPP which is not lawfully in the public domain ("Confidential Information").

- 4.2 At all times, the Employee shall keep the Confidential Information of the Employer, and that of the Sponsor Board, of the sponsors, stakeholders, service providers and plan members of the SFPP, confidential and shall take all reasonable steps to ensure the Confidential Information is collected, used, and disclosed only in accordance with the objects of the SFPP, the policies of the Employer, and in accordance with all applicable privacy legislation.
- 4.3 The Employee agrees that her obligation to protect the confidentiality of the Confidential Information shall continue even after she is no longer employed by the Employer.
- 4.4 The Employee acknowledges the value of Confidential Information to the Employer and that any material breach or threatened breach of any of the provisions contained in this Section 4 by the Employee may cause material and irreparable harm to the Employer that may not be reasonably or adequately compensated for by damages in an action at law.
- 4.5 The Employee agrees that in the event of a breach or threatened breach of any of the provisions of this Section 4, the Employer shall be entitled to an injunction, in addition to any other remedies it may be entitled to at law and in equity.

5. USE OF EMPLOYER RESOURCES

- 5.1 The Employee acknowledges and accepts that the Employer's resources, including but not limited to servers, computers, printers, fax machines, telephones, postal services, email facilities, and internet facilities (the "Resources") are for conducting the Employer's business.
- 5.2 The Employee shall have internet access and an email account, in order to carry out her duties. The usage of these tools for personal reasons is permissible as long as it is carried out in a reasonable and proportional manner, and as long as it respects the security measures protecting the information and the information systems. The excessive and abusive use of these tools for purposes unrelated to the Employee's work, or the breach of the existing safety measures of the Employer's information systems, could lead to sanctions, up to and including termination.
- 5.3 The Employee shall have no expectation of privacy in relation to the use of the Resources.
- 5.4 The Employee understands and accepts that the Employer may, at its discretion,
 - 5.4.1. monitor the Employee's use of the Resources and intercept, acquire, read, view, inspect, record; and
 - 5.4.2. review any and all communications created, stored, transmitted, spoken, sent, received, or communicated by the Employee on, over, or in the Resources or otherwise.
- 5.5 The Employee hereby consents to the actions of the Employer under Section 5.4.
- 5.6 In particular, to guarantee the security of the Employer's information and the information systems and to maintain correspondence when the Employee is absent (including due to

illness or vacation) or when the correspondence cannot be guaranteed in any other way (for example, through automatic response or redirection functions), the Employer shall be able to access the electronic communications of the Employee (email and internet) and control their use by the Employee. The Employee expressly accepts and authorizes the Employer to access the email account given to her by the Employer or the history of web pages visited by the Employee, insofar as this is necessary to satisfy the above.

6. COMPENSATION

- 6.1 The Employer shall pay the Employee an annual base salary of \$210,799.19 (the "Base Salary").
- 6.2 The Employer shall pay the Employee the Base Salary in installments in accordance with the Employer's regular payroll practices as they may be amended from time to time, less deductions and withholdings as may be required by law or authorized by the Employee.
- 6.3 The Board shall review the Employee's performance and the Base Salary annually.
- 6.4 The Employer may, in its sole and unfettered discretion, adjust the Base Salary subject to:
 - 6.4.1. satisfactory performance of the Employee;
 - 6.4.2. any policies issued by the Employer, and
 - 6.4.3. RABCCA, the RABCCA Regulatory Scheme and any related directives and guidelines, all as may be amended from time to time.

7. BENEFITS

- 7.1 Subject to RABCCA, the RABCCA Regulatory Scheme, and Section 7.2 and Section 7.3 of this Amended and Restated Agreement, the Employer shall provide the Employee with benefits equivalent to those provided to other employees of the Employer as set out in the Summary of Benefits - Management Staff attached and forming Schedule "A" to this Agreement.
- 7.2 The Employee's eligibility to receive benefits payable and deliverable shall be subject to the terms and conditions of the applicable benefit plan or policy, as they may be amended from time to time.
- 7.3 The Employee has chosen to opt out of participation in MEPP in accordance with the MEPP Employer Participation Policy, and accordingly, on the effective date of this Amended and Restated Agreement
 - 7.3.1. the Employer shall, instead of making Employer Contributions to MEPP in respect of the Employee, pay to the Employee a monthly amount that is equal to the value of what the Employer Contribution to MEPP would have been at the applicable time in respect of the Employee (subject to any limit imposed by RABCCA and the RABCCA Regulatory Scheme);

- 7.3.2. the Employee shall cease making Employee Contributions to MEPP; and
 - 7.3.3. the Employee acknowledges and agrees that the Employee is not entitled to any other retirement benefit whatsoever from the Employer.
- 7.4 The Employee authorizes the Employer to make such deductions from her Base Salary as are necessary to pay the Employee's share of premiums and contributions to the remaining benefits under Schedule "A".
 - 7.5 The Employer reserves the right to modify and change any or all of the benefit programs, plans or policies or substitute other benefit programs, plans or policies, provided however that such benefits, in the aggregate, remain generally commensurate with the benefit program set out in Schedule "A".
 - 7.6 The Employee shall arrange scheduling of her annual vacation with the Chair, but in the event of a disagreement, the Board retains the right to unilaterally establish the vacation period or periods.
 - 7.7 If the Employee has not taken her full entitlement to vacation in any year, the Employee may carryover up to 10 vacation days to the next year.
 - 7.8 The Employee may request a pay out of vacation entitlement under Section 7.6. The Employer may, in its sole discretion, pay the Employee in lieu of a vacation carryover.

8. NO OTHER RIGHTS OR BENEFITS

- 8.1 The Employee is not entitled to any of the rights or benefits afforded to other employees of the Employer, except as provided in this Agreement.

9. BUSINESS EXPENSES

- 9.1 The Employer shall reimburse the Employee for all business expenses reasonably and necessarily incurred by the Employee in the course of the Employer's business, subject to:
 - 9.1.1. the policies of the Employer; and
 - 9.1.2. RABCCA and the RABCCA Regulatory Scheme.

10. TERMINATION FOR JUST CAUSE

- 10.1 The Employer may terminate this Agreement and the Employee's employment under this Agreement for just cause at any time during the Term.
- 10.2 For the purposes of this Agreement, just cause means any matter that would constitute just cause for termination of employment at common law and includes but is not limited to:

- 10.2.1. failure on the Employee's part to perform the material duties of her position in a competent manner and that is not remedied by the Employee within an expeditious period of time after receiving written notice of failure from the Board;
 - 10.2.2. theft, fraud, dishonesty or breach of fiduciary duty;
 - 10.2.3. conviction of any criminal offence related to her employment with the Employer or which would undermine the reputation of the Employer;
 - 10.2.4. disobeying reasonable instructions given in the course of employment by the Board and not remedied by the Employee within a reasonable period of time after receiving written notice of such disobedience; and
 - 10.2.5. breach of any obligation under Section 3 (Conduct), section 4(Confidentiality), Section 5 (Use of Employer Resources), and Section 14 (Notification of Criminal Charge),
("Just Cause").
- 10.3 In the event of termination for Just Cause, no notice or pay in lieu of notice will be provided to the Employee.
- ## 11. TERMINATION WITHOUT JUST CAUSE
- 11.1 The Employer may terminate this Agreement and the Employee's employment under this Agreement without Just Cause at any time during the Term.
 - 11.2 In the event of termination without Just Cause, the Employer shall provide the Employee with four (4) weeks' written notice for each full year of continuous service, calculated in accordance with section 7 of the *Reform of Agencies, Boards and Commissions Compensation Regulation*, to a maximum of fifty-two (52) weeks (the "Notice Period").
 - 11.3 The parties agree that the start date for determining continuous service is February 1, 2000.
 - 11.4 In lieu of notice, the Employer may, in its sole discretion, pay the Employee an amount equal to the Base Salary for the Notice Period or provide a combination of notice and pay in lieu of notice.
 - 11.5 Where the Employer is providing pay in lieu of notice to the Employee, the Employer shall pay an additional amount equal to the cost to the Employer for the benefits the Employee was receiving before termination to a maximum of sixteen (16) percent of the amount paid in lieu of notice in accordance with section 7(2)(b) of the *Reform of Agencies, Boards and Commissions Compensation Regulation*.
 - 11.6 Upon receipt of notice, pay in lieu of notice, or any combination of notice and pay in lieu of notice, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms in substantially the same form as below:
 - 11.6.1. If, during the Notice Period, the Employee is employed or retained, directly or indirectly, on a fee for service basis by the Crown in Right of Alberta or a public

agency as defined in the *Public Agencies Governance Act*, then the Employee shall repay the Employer forthwith at the completion of the Notice Period a portion of the amount paid pursuant to this Section of the Agreement equal to the gross compensation paid by the Employer during the portion of the Notice Period that the Employee was employed or retained by the Crown or a public agency; and

11.6.2. The Employee agrees that the conditions in this restrictive agreement and release are reasonable and agrees to accept pay in lieu of notice in full satisfaction of any claims or actions, including any complaints under the Employment Standards Code or the *Alberta Human Rights Act*, that the Employee may have arising out the employment under the Agreement or the termination of the Employee's employment under the Agreement. The Employee expressly agrees not to make any claims, file any complaints or commence an action for any amounts beyond the amounts set out in this restrictive agreement and release.

12. TERMINATION BY EMPLOYEE

- 12.1 The Employee may terminate the Employee's employment under this Agreement by providing at least eight (8) weeks' written notice to the Employer.
- 12.2 If the Employee gives notice in accordance with Section 12.1, the Employer reserves the right to waive all or part of the notice provided by the Employee, in which case the Employer shall pay the Employee her Base Salary during the waived period.
- 12.3 During the period of notice, the Employee shall cooperate with the Employer to ensure an effective transition to a new chief executive officer, which cooperation may include accepting reasonable changes and reductions in the responsibilities of the Employee for the purposes of facilitating the transition to an acting chief executive officer or a new chief executive officer.
- 12.4 This Agreement will automatically end on the death of the Employee and no notice or pay in lieu of notice will apply.

13. POTENTIAL NEW AGREEMENT

- 13.1 Unless this Agreement is otherwise terminated before the end of the Term, the Employer shall provide the Employee with no less than eight (8) weeks' notice before the end of the Term indicating whether or not it intends to reappoint the Employee to the Position.
- 13.2 If the Employer gives notice that it intends to reappoint the Employee, the reappointment is subject to negotiation of a new agreement between the Employer and the Employee, and if no new agreement is negotiated on or before September 30, 2029, this Agreement terminates on September 30, 2029 without further notice or requirement of pay in lieu of notice, severance, termination or separation pay.
- 13.3 If the Employer gives notice that it does not intend to reappoint the Employee, this Agreement terminates on September 30, 2029 without further notice or requirement of pay in lieu of notice, severance, termination or separation pay.

14. NOTIFICATION OF CRIMINAL CHARGE

- 14.1 The Employee shall immediately notify the Employer if the Employee is charged with any offence under the *Criminal Code* (Canada) or the *Controlled Drugs and Substances Act* (Canada), or if charged with an offence under federal, provincial or municipal legislation.

15. MATERIALS

- 15.1 All documents, records, manuals, software, and other materials pertaining to or used in connection with the business of the Employer, regardless of form, other than publicly available materials, (the “**Materials**”) that come into the Employee’s possession or control during the Employee’s employment will, at all times, be and remain the property of the Employer.
- 15.2 The Employee shall not make copies or reproductions of the Materials for the Employee’s own use, or for the use of a third party. Upon termination or expiry of this Agreement, or upon request of the Employer, the Employee shall immediately return all Materials to the Employer.

16. INTELLECTUAL PROPERTY

- 16.1 In this section, “**Intellectual Property**” means any work, information, records or materials, regardless of form, and all intellectual property rights therein, including copyright, patents, patent applications, industrial designs and trademarks that are developed, produced or acquired by the Employee in connection with the performance of the Duties.
- 16.2 All rights, title and interest in and to all Intellectual Property will belong solely to the Employer.
- 16.3 The Employee waives all moral rights in any copyrighted works authored or coauthored by the Employee in the performance of the Duties and the Employee’s obligations under this Agreement. The Employee shall execute a written waiver of moral rights in any copyrighted works authored or coauthored by the Employee immediately upon the request of the Employer.
- 16.4 The Employee shall execute such assignment and other documents as are required by the Employer to transfer all right, title and interest in and to all Intellectual Property to the Employer.
- 16.5 In the event that the Employee fails to execute such assignment and other documents within ten (10) business days after a written request from the Employer, the Employee appoints the Employer as the Employee’s attorney to execute such assignment and other documents on behalf of the Employee.
- 16.6 The Employee shall cooperate and render all assistance as may be reasonably requested by the Employer with respect to any applications, filings, or actions in relation to the Intellectual Property, including any applications for letters patent or for copyright or trademark registration, and any legal action or potential legal action that relates to the

Intellectual Property. The Employer shall reimburse the Employee for all reasonable expenses for such cooperation and assistance.

17. NOTICE OF PUBLICATION AND DISCLOSURE

- 17.1 The Employee agrees that this Agreement and any records and information created or collected pursuant to the Employee's employment (including but not limited to the Employee's name, classification, salary, benefits and employment responsibilities) may be disclosed by the Employer. Decisions about disclosure are in the Employer's sole discretion and are subject to the law and any applicable policies of the Government of Alberta including, but not limited to, the *Public Sector Compensation Transparency Act*, and any related regulations, directives and guidelines.

18. ENTIRE AGREEMENT

- 18.1 This Agreement, including any schedules, is the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, including but not limited to the 2019 Agreement and the 2022 Agreement, and all negotiations or arrangements. There are no terms, conditions, commitments, representations or warranties except as contained in this Agreement. For greater clarity, except as provided for in Section 19 of the 2022 Agreement, the 2022 Agreement and the Employee's employment under it terminates on the effective date of this Agreement.
- 18.2 The parties acknowledge and agree that there may be other enactments, administrative directives and Orders in Council that also impose rights, duties and obligations on the parties and that may be amended from time to time without notice to the Employee. In the event of a conflict between this Agreement and any enactments, administrative directives or Orders in Council, the enactments, administrative directives and Orders in Council govern.
- 18.3 Acts, regulations, directives, codes, policies, authorities, and guidelines referred to in this Agreement may be amended, repealed or replaced from time to time without notice to the Employee.

19. SURVIVAL OF TERMS

- 19.1 Despite any other provision of this Agreement, those Sections that by their nature continue after the termination or expiry of this Agreement will continue after such termination or expiry, including but not limited to:

- 19.1.1. Section 3 Conduct;
- 19.1.2. Section 4 Confidentiality;
- 19.1.3. Section 11 Termination without Just Cause;
- 19.1.4. Section 15 Materials;
- 19.1.5. Section 16 Intellectual Property;

19.1.6. Section 17 Notice of Publication and Disclosure;

19.1.7. Section 21 Severability;

19.1.8. Section 22 Waiver.

20. AMENDMENT

20.1 The parties may by mutual agreement make written amendments to this Agreement.

21. SEVERABILITY

21.1 If a term or condition of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, that term or condition is deemed to be severed and the remaining terms and conditions of this Agreement continue to operate.

22. WAIVER

22.1 The failure of either party to enforce any provisions in this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement. Waiver by either party of any breach by the other party of any terms or conditions of this Agreement will not operate as a waiver of any other breach or default.

23. NOTICES, APPROVALS AND REQUESTS

23.1 Notices, approvals and requests referred to in this Agreement will be in writing and, if under Sections 11, 12, 13, 14, 15 and 18 will be personally delivered or sent by recorded mail to the Employer or Employee at the address provided below:

TO THE EMPLOYER:

SFPP Corporation

Attention: Chair of the Board of the Directors

1500 College Plaza

8215 – 112 Street NW

Edmonton, AB T6W 0S9

corporateboardchair@sfpp.ca

TO THE EMPLOYEE:

Elizabeth (Liz) Doughty

204, 9819 96A Street

Edmonton, AB T6A 4A5

liz.doughty@sfpp.ca

and are deemed to have been provided as follows:

- 23.1.1. If personally delivered, upon delivery; or
- 23.1.2. If by recorded mail, on the third day after mailing.
- 23.2 Notices, approvals and requests other than those listed in Section 24.1 may be provided in accordance with Section 25.1 or by email. If provided by email, notices, approvals and requests are deemed to have been provided seventy-two (72) hours after the time of sending.
- 23.3 The contact information for notices, approvals and requests may be changed by notice to the other party in accordance with Section 24.2.

24. JURISDICTION

- 24.1 This Agreement will be interpreted in accordance with the laws in force in the Province of Alberta. The parties agree to submit to the jurisdiction of the courts of the Province of Alberta.

25. HEADINGS

- 25.1 The headings in this Agreement have been included for convenience only and do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

26. SINGULAR/PLURAL

- 26.1 In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context requires otherwise.

27. BINDING

- 27.1 This Agreement will be binding on and will enure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives.

28. REFERENCES TO ENACTMENTS

- 28.1 Any reference in this Agreement to a statute, regulation or order is a reference to that statute, regulation or order as may be amended, repealed or replaced from time to time.

29. INDEPENDENT LEGAL ADVICE

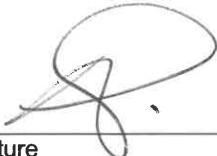
- 29.1 The Employee acknowledges and agrees that the Employee was advised by the Employer to obtain independent legal or other professional advice. By signing this Agreement, the Employee agrees the Employee had the opportunity to seek independent legal or other professional advice and has either obtained such advice or has waived the right to obtain such advice.

30. COUNTERPARTS

- 30.1 This Agreement may be executed in counterparts, in which case the counterparts together constitute one agreement, and in which case communication of execution by emailed PDF will constitute delivery.

This Agreement is signed by the parties and is effective as of the date at the beginning of this Agreement.

SFPP CORPORATION



Signature

David Paton

Name

Chair, SFPP Corporation Board of Directors

Title

SEP 26 2023

Date

EMPLOYEE



Signature

Elizabeth Doughty

Name

SEP 26 2023

Date

WITNESS



Signature

Susan Amyotte

Name

SEP 26 2023

Date