

**Defined Contribution Pension Plan
Letter of Understanding**

The parties agree that the Defined Benefit pension plan does not form part of the Collective Agreement. Further, the parties agree that the implementation of the Defined Contribution pension plan is not part of the Collective Agreement and shall be removed from the collective bargaining process.

This removal shall be without prejudice and shall not prohibit the company from asserting a right to implement the Defined Contribution pension plan for existing employees on a voluntary basis and to all new employees subsequent to implementation. The Company will provide TEAM-IFPTE Local 161 one (1) months notice of such implementation. Subsequent to the notice, TEAM IFPTE Local 161 can communicate to its members about TEAM's views regarding the Defined Contribution plan through its own communication medium.

TEAM-IFPTE Local 161 agrees its challenge to the implementation of the Defined Contribution plan will be through the pension plan lawsuit before the Court, for example through an interim or final injunction or otherwise. The basis for said challenge would be the issues raised in the pension law suit before the courts such as equivalency in value, November 7, 1996 Agreement, November 6, 1996 representations, general issues of funding, COLA account, governance and surplus control. MTS Allstream will not object to the request for the same judge to hear such motion if the trial is not yet completed.

TEAM-IFPTE Local 161 agrees not to challenge the implementation of the Defined Contribution plan pursuant to any rights which may exist by virtue of the Canada Labour Code, any Collective Agreement, or any Labour Relations principles or laws.

This agreement will expire upon final resolution of the pension lawsuit save and except paragraph 4.

For MTS Allstream Inc.

For TEAM-IFPTE Local 161

Signed this _____ day of _____, 2008.