

**Addendum To The Fidelity Investments
Retirement Income Fund Declaration Of Trust
For Locked-In Pension Transfers To A
Restricted Life Income Fund ("RLIF")**

Fidelity Investments Retirement Income Fund RIF 1693 (the "RIF")

Upon receipt of the locked-in transfer Computershare Trust Company Canada (the "Trustee") further declares as follows:

Definitions

1. For the purposes of this Addendum, "Tax Act" means the *Income Tax Act* (Canada) and the Regulations thereunder, "Act" means the *Pension Benefits Standard Act*, 1985 (Canada) and "Regulations" means the *Pension Benefits Standards Regulations*, 1985, SOR/87-19, all as amended from time to time.
2. For the purposes of this Addendum, the words "deferred life annuity", "financial institution", "immediate life annuity", "life income fund", "locked-in registered retirement savings plan", "registered retirement savings plan", "restricted life income fund" and "restricted locked-in savings plan" have the same meanings as are respectively given to these words in subsection 2(1) of the Regulations, and the words "former member", "pension benefit", "pension benefit credit", "spouse" and "survivor" have the same meanings as are respectively given to these words in subsection 2(1) of the Act.
3. For the purposes of this Addendum, "YMPE" has the same meaning as "Year's Maximum Pensionable Earnings" in the Canada Pension Plan, 1985 (Canada).
4. Notwithstanding anything to the contrary contained in the RIF Declaration of Trust and this Addendum, including any endorsements forming a part thereof, "spouse" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Tax Act respecting registered retirement income funds.

Contributions

5. The owner of the RLIF (the "Annuitant") acknowledges that all of the benefits of the RLIF (the "Benefits") are pension benefits which are subject to the locking-in provisions of the Act.
6. Only assets that are locked-in will be transferred to or held under the RLIF.

Differentiation Based on Sex

7. Where a pension benefit credit transferred to the RLIF was not varied according to the sex of the

Annuitant, an immediate life annuity or a deferred life annuity purchased with funds from the RLIF shall not differentiate as to sex.

Life Annuity

8. Subject to paragraphs 17, 24, 25, 26, 27 and 28 of this Addendum, all Benefits, including investment earnings thereon, shall be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required or permitted by the Act and the Regulations.

Income from RLIF

9. At the beginning of each calendar year, or at such other time as may be agreed to by the Annuitant and the Trustee, the Annuitant shall establish the amount of income to be paid from the RLIF during that year.
10. The amount of income paid from the RLIF during a calendar year will not be less than the minimum amount required to be paid under the Tax Act and, for any calendar year before the calendar year in which the Annuitant attains the age of 90 years, will not exceed the maximum amount ("M") allowed under the Act, with that symbol being calculated in accordance with the following formula:

$$\frac{C}{F}$$

where

C = the balance of the assets in the RLIF at the beginning of the calendar year, or if the balance is zero at January 1, the balance at the date that the initial amount was transferred into the RLIF, and

F = the value, as at the beginning of the calendar year, of a pension benefit of which the annual payment is \$1 payable on January 1 of each year between the beginning of the calendar year and December 31 of the year in which the Annuitant attains the age of 90 years.

11. The value "F" in paragraph 10 of this Addendum will be calculated by using an interest rate that:
 - (a) for the first 15 years after January 1 of the year in which the RLIF is valued, is less than or equal to the monthly average yield on Government of Canada



marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the second month before the beginning of the calendar year; and

(b) for any subsequent year, is not more than 6%.

12. For any calendar year in which the Annuitant attains the age of 90 years or greater, the amount of income paid from the RLIF shall not exceed the value of the RLIF immediately before the time of payment.
13. For the initial calendar year of the RLIF, the minimum amount to be paid, as referred to in paragraph 10 of this Addendum, will be set at zero, and the limit "M" as determined under paragraph 10 or the maximum amount determined under paragraph 12 of this Addendum, as applicable, will be adjusted in proportion to the number of months in the calendar year divided by 12, with any part of an incomplete month counting as one month.
14. If part of the value of the RLIF is derived from assets transferred directly or indirectly during the first calendar year of the RLIF from another restricted life income fund of the Annuitant, the limit "M" as determined under paragraph 10 of this Addendum or the maximum amount determined under paragraph 12 of this Addendum, as applicable, will be deemed to be zero in respect of that part of the RLIF for that calendar year, except to the extent that the Tax Act requires the payment of a higher amount.
15. If in any calendar year of the RLIF, an additional transfer is made to the RLIF and that additional transfer has never been under a restricted life income fund before, an additional withdrawal will be allowed in that calendar year.
16. The additional amount of withdrawal referred to in paragraph 15 of this Addendum will not exceed the maximum amount that would be calculated under this Addendum if the additional transfer were being transferred into a separate restricted life income fund and not the RLIF, with paragraph 13 of this Addendum applying.

Transfer from RLIF

17. The Annuitant may transfer all or part of the balance of the RLIF:
 - (a) to another restricted life income fund provided that the minimum amount as defined under subsection 146.3(1) of the Tax Act is retained or has been paid to the Annuitant before transferring the balance of the RLIF in accordance with paragraph 146.3(2)(e.1) or (e.2) of the Tax Act;
 - (b) to a restricted locked-in savings plan prior to the 31st day of December in the year a retirement income must begin, as required under the Tax Act; or

(c) for the purchase of an immediate life annuity or a deferred life annuity contract, as stipulated in paragraph 60(l) of the Tax Act.

18. Before transferring assets to another financial institution, the Trustee will advise the transferee financial institution in writing of the locked-in status of the assets and the transferee financial institution shall confirm in writing that it will hold the transferred assets in accordance with the conditions provided for in section 20.3 of the Regulations.

Life Annuity Contract

19. Where a balance in the RLIF is to be used to purchase a life annuity contract, the pension to be provided to the Annuitant with a spouse at the date when the pension commences is to be such joint life pension as would, if the Annuitant were a former member as defined by the Act, be in compliance with subsection 22(2) of the Act, unless the spouse waives the entitlement in accordance with subsection 22(5)(b) of the Act in the form and manner prescribed in Schedule II, Form 4 of the Regulations.

Death of Annuitant

20. On or within a period after the death of the Annuitant, the balance in the RLIF shall be paid to the survivor of the Annuitant by:
 - (a) transferring the funds in the RLIF to another restricted life income fund or to a life income fund;
 - (b) transferring the funds in the RLIF to a locked-in registered retirement savings plan or to a restricted locked-in savings plan; or
 - (c) using the funds in the RLIF to purchase an immediate life annuity or a deferred life annuity as stipulated in paragraph 60(l) of the Tax Act.
21. If there is no survivor, the balance of the RLIF will be paid to the designated beneficiary or, if there is no valid designation of beneficiary, to the estate of the Annuitant.

Valuation

22. The method and factors used to establish the value of the RLIF, including upon the death of the Annuitant or on the transfer of assets from the RLIF, shall be as follows. The assets of the RLIF shall be valued at their fair market value immediately prior to the valuation date. In order to determine fair market value, regard may be had to any comparable arm's length transactions that occur on the valuation date or within a reasonable time prior to the valuation date. Where possible, such arm's length transactions should involve a cash sale of assets of the same class or kind as those held by the RLIF. If a comparison of this nature is not possible, then regard may be had to arm's length



transactions that involve assets of a similar class or kind, with such modifications as the circumstances may require. If arm's length transactions involving assets of a similar class or kind are not available, then regard may be had to such other considerations as may reasonably be considered to be relevant, including, without limitation, the book value of the asset or the replacement cost of the asset.

Transferable Securities

23. Where the RLIF holds identifiable and transferable securities, the transfer or purchase referred to in this Addendum may, unless otherwise stipulated, at the option of the Trustee and with the consent of the Annuitant, be effected by remittance of the investment securities of the RLIF.

Shortened Life Expectancy

24. Where a physician certifies that, owing to a mental or physical disability, the life expectancy of the Annuitant is likely to be shortened considerably, the funds in the RLIF may be paid to the Annuitant in a lump sum.

Small Balance Unlocking

25. In the calendar year in which the Annuitant reaches 55 years of age or in any subsequent calendar year, the funds may be paid to the Annuitant in a lump sum if:

- (a) the Annuitant certifies that the total value of all assets in all locked-in registered retirement savings plans, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of the transfer of pension benefit credits under section 26 of the Act or a transfer authorized by these Regulations is less than or equal to 50% of the YMPE; and
- (b) the Annuitant gives the Trustee an "Attestation(s) Regarding Spouse/Common-Law Partner" and an "Attestation of Total Amount Held in Federally Regulated Locked-In Plans", each in the form and manner prescribed in Schedule V, Forms 2 and 3 respectively, of the Regulations.

Financial Hardship

26. The Annuitant may withdraw an amount from the RLIF up to the lesser of the amount determined by the following formula:

$M + N$

Where

M = the total amount of the expenditures that the Annuitant expects to make on medical or disability-related treatment or adaptive technology for the calendar year, and

N = the greater of zero and the amount determined by the formula

$P - Q$

Where

P = 50% of the YMPE, and

Q = two thirds of the Annuitant's total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under subsection 20(1)(d), 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulations

and

50% of the YMPE minus any amount withdrawn in the calendar year under subsection 20.3(1)(m) of the Regulations – from any restricted life income fund – or under subsection 20(1)(d), 20.1(1)(m) or 20.2(1)(e) of the Regulations,

- (a) if the Annuitant certifies that he or she has not made a withdrawal in the calendar year pursuant to subsection 20.3(1)(m) of the Regulations – from any restricted life income fund – or under subsection 20(1)(d), 20.1(1)(m) or 20.2(1)(e) of the Regulations other than within the last 30 days before this certification;
- (b) if, in the event that the value of "M" in this section is greater than zero,
 - (i) the Annuitant certifies that he or she expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Annuitant's total expected income for that calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under subsection 20.3(1)(m) of the Regulations – from any restricted life income fund – or under subsection 20(1)(d), 20.1(1)(m) or 20.2(1)(e) of the Regulations; and
 - (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required; and
- (c) if the Annuitant gives the Trustee an "Attestation Regarding Withdrawal Based on Financial Hardship" and an "Attestation(s) Regarding Spouse/Common-Law Partner", each in the form and manner prescribed in Schedule V, Forms 1 and 2 respectively, of the Regulations.

One-Time 50 Per Cent Unlocking

27. If the RLIF is established in the calendar year in which the Annuitant reaches 55 years of age or in any subsequent calendar year, the Annuitant may transfer 50% of the funds in the RLIF to a registered retirement savings plan or to a registered retirement income fund within 60 days after the establishment of the RLIF if:



- (a) the RLIF was created as the result of the transfer of a pension benefit credit under section 26 of the Act or a transfer from a locked-in registered retirement savings plan or a life income fund; and
- (b) the Annuitant gives the Trustee an "Attestation(s) Regarding Spouse/Common-Law Partner" in the form and manner prescribed in Schedule V, Form 2 of the Regulations.

Non-residency

28. The funds in the RLIF may be paid to the Annuitant if, according to information provided in a form and content satisfactory to the Trustee, the following conditions are met:
- (a) the Annuitant is currently a non-resident of Canada;
 - (b) the Annuitant has been a non-resident of Canada for at least two calendar years; and
 - (c) the Annuitant has ceased employment with the employer who was contributing to the pension plan which gave rise to the locked-in pension benefit credits.

Withdrawals

29. Subject to paragraphs 24, 25, 26, 27 and 28 of this Addendum, no commutation or surrender of assets is permitted. Withdrawals are limited to those permitted under the Act and those required under the Tax Act.

No Assignment

30. Subject to subsection 25(4) of the Act respecting distribution of pension benefits and pension benefits credits on divorce, annulment or separation, assets in the RLIF may not be assigned, charged, alienated, anticipated or given as security and, subject to subsection 25(4) of the Act, any transaction purporting to assign, charge, alienate, anticipate or give as security assets in the RLIF is void.

Amendments

31. The Trustee may, from time to time, unilaterally and without other notice, amend this Addendum in order to bring it into compliance with the Act, the Regulations and the Tax Act.
32. The Trustee may, from time to time, at its discretion, make other amendments to this Addendum by giving thirty (30) days written notice to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the RLIF as a registered retirement income fund within the meaning of the Tax Act. When the Annuitant has received from the Trustee a thirty (30) day written notice indicating the purpose of the amendment and the date to which the Annuitant's right of transfer may be exercised, the Annuitant may elect to transfer the balance of the RLIF at any time before the effective date of the amendment.

33. Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Act and the Tax Act.

RIF Declaration of Trust Affirmed

34. The Trustee hereby affirms the provisions contained in the RIF Declaration of Trust and this Addendum to take effect as of the date first above written.

Interpretation

35. The provisions of this Addendum will take precedence over the provisions of the RIF Declaration of Trust in the case of conflicting or inconsistent provisions, provided however that the RLIF at all times complies with the conditions of registration under the Tax Act.
36. This Addendum shall be governed, administered and enforced in accordance with the laws of Canada.
37. All references to any statute, regulations or any provisions thereof shall mean such statute, regulations or any provisions thereof as the same may be re-enacted or replaced from time to time.

TO BE COMPLETED BY THE ANNUITANT

Your Current Marital Status:

(This data is necessary in order to complete prescribed government forms.)

- | | |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> Single | <input type="checkbox"/> Married |
| <input type="checkbox"/> Common law | <input type="checkbox"/> Divorced |
| <input type="checkbox"/> Separated | <input type="checkbox"/> Widowed |

I hereby confirm that any pension benefit credit transferred to the LIF pursuant to Section 26 of the Act, as amended from time to time, **was / was not** (circle as appropriate) varied according to my sex.

Name of Annuitant (Print)

Signature of Annuitant

