

**Addendum To The Fidelity Investments Retirement Income Fund
Declaration of Trust
For Locked In Money Transfers To A Registered Retirement Income Fund ("RRIF")
Manitoba Prescribed RRIF**

Fidelity Investments Retirement Income Fund (RIF 1693)

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) as amended, "Act" means *The Pension Benefits Act, R.S.M. 1987*, as amended and "Regulations" means the *Pension Benefits Regulation, Man. Reg. 188/87 R*, as amended, including by the *Pension Benefits Regulation, amendment Regulation 76/2005*, and as such Regulation may further be amended, under the Act.
2. For the purposes of this Addendum, "pension plan", "spouse", "common-law partner", "financial institution", "prescribed transfer", "LIF" and "LRIF" have the same meanings as are given to these terms in the Act and the Regulation.
3. Notwithstanding anything to the contrary contained in the Declaration of Trust constituting the RIF and in this Addendum, (collectively the "Plan Documents"), 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.

Transfers to Manitoba Prescribed RRIF

4. The Annuitant acknowledges and represents that all of the assets in this Manitoba Prescribed RRIF are to be transferred from:
 - (a) a LIF and/or an LRIF, and that he or she has not previously made a prescribed transfer from a LIF or LRIF to a Manitoba Prescribed RRIF;
 - (b) a Manitoba Prescribed RRIF with another financial institution; or
 - (c) a pension plan as permitted by the Regulations.
5. Subject to an order under *The Garnishment Act* (Manitoba) to enforce a maintenance order within the meaning of that Act, to an order under section 59.3 of *The Maintenance Family Act* (Manitoba) to preserve assets and to the provisions of Part 10, Division 4 of the Regulations, no assets may be subject of a prescribed transfer to this Manitoba Prescribed RRIF unless:

- (a) the Annuitant is at least 55 years of age; and
 - (b) if the Annuitant
 - (i) is a former member of a pension plan who directly or indirectly transferred the commuted value of his or her pension under such plan to the LIF or LRIF whose assets, in part, are to be transferred to this Manitoba Prescribed RRIF;
 - (ii) has a spouse or common-law partner; and
 - (iii) is not living separate and apart from such spouse or common-law partner by reason of a breakdown of their relationship at the time the Annuitant applies for the prescribed transfer;
- a 'Spouse's / Common-Law Partner's Consent to Transfer To A Registered Retirement Income Fund Contract' in the form approved by the Superintendent of Pensions (Manitoba) has been signed by the Annuitant's spouse or common-law partner, if any, and filed with the Trustee.

Transfers from Manitoba Prescribed RRIF

6. The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the balance or assets in this Manitoba Prescribed RRIF:
 - (a) to another Manitoba Prescribed RRIF, provided that the minimum amount as defined under section 146.3(1) of the Tax Act is retained before transferring the balance of this Manitoba RRIF, in order to comply with paragraph 146.3(2) (e.1) or (e.2) of the Tax Act;
 - (b) to purchase a life annuity contract as that term is defined in sections 18.1 of the Regulation; or
 - (c) to a pension plan, if the transfer is permitted by the terms of the plan.

Maximum Amount Transfer

7. The maximum amount of a one-time transfer into the Manitoba Prescribed RRIF
 - (a) from a LIF or an LRIF, is fifty percent (50%) of the amount by which the balance in such LIF or LRIF on the day the application for the transfer is made; and

