

**Addendum To Fidelity Investments Retirement Savings Plan
Declaration Of Trust
For Locked-In Pension Transfers
To A Locked-In Retirement Account ("LIRA")**

Fidelity Investments Retirement Savings Plan RSP 574-678 (the "RSP")

Quebec LIRA

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

1. **Registration:** The Trustee shall apply for registration of the LIRA on behalf of the owner of the LIRA (the "**Annuitant**") with the appropriate taxation authorities in Québec and Canada and declares that, where required by applicable pension legislation, the text of this Addendum has been filed with and accepted by the appropriate pension authorities in Québec and Canada. The LIRA held and maintained by the Trustee for the Annuitant shall be invested, used and applied by the Trustee for the purposes specified in the *Supplemental Pension Plans Act* (Québec) (the "**Québec Act**").
2. **Compliance:** The LIRA shall at all times comply with all relevant provisions of the *Income Tax Act* (Canada) (the "**Act**"), the *Taxation Act* (Québec), the Québec Act and the *Regulation respecting supplemental pension plans* (c. R-15.1, r. 6, the "**Regulation**"). The Act, the *Taxation Act* (Québec), the Québec Act, the Regulation, provincial securities legislation, provincial legislation governing investment dealers, and any other governing legislation applying to locked-in retirement accounts, including any regulations, policies, rules, decrees, court orders or other provisions thereunder, all of which shall hereinafter collectively be referred to as the "**Applicable Legislation**". All references herein to legislation shall include all statutes, regulations or provisions related thereto, all as may be amended, re-enacted or replaced from time to time.
3. **Definition of Spouse:** The term "spouse" ("**Spouse**") when used herein refers to the person who fulfils the conditions specified in the Act and in Section 85 of the Québec Act, and spousal status is established on the day on which payment of the pension to the Annuitant begins or on the day preceding the Annuitant's death, whichever comes first. Notwithstanding the aforementioned or anything to the contrary contained in herein, including any endorsements forming a part hereof, 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 *Income Tax Act* (Canada) respecting RRSPs.
4. **Declaration of Trust:** The Annuitant has signed the application and declaration of trust for the RSP, agreeing to be bound by the terms thereof. The Annuitant agrees to be bound by the terms of this Addendum as well. If there is a conflict between the provisions of the RSP and those of this Addendum, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. If there is a conflict between this Addendum and the RSP and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. The Act shall prevail, in case of conflict with any of the foregoing.
5. **Application of Addendum:** This Addendum applies only to the funds transferred to this LIRA in accordance with the RSP, together with interest or earning on those funds.
6. **Contributions:** The Trustee shall accept from time to time only such transfers of cash or other property acceptable to the Trustee as may be directed by the Annuitant. The Annuitant hereby declares that the sums transferred wholly derive, directly or initially, from:
 - (a) a fund established under a registered pension plan subject to the Québec Act and in accordance with the Act;
 - (b) a fund established under a supplemental pension plan governed by an act emanating from a legislative authority other than the National Assembly of Québec and granting entitlement to a deferred pension;
 - (c) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Savings Plans Act* (Quebec);
 - (d) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided the Annuitant had joined that plan as part of his or her employment;
 - (e) a fund established under a supplemental pension plan established by an act emanating from the National Assembly of Québec or from another legislative authority;

- (f) a fund established under an annuity contract contemplated in Section 30 of the Regulation in accordance with subsection 146(1) of the Act;
 - (g) a life income fund contemplated in Section 18 of the Regulation;
 - (h) another locked-in retirement account.
7. **Investments:** Assets in the LIRA shall be invested in accordance with the provisions of the Declaration of Trust to which this Addendum attaches.
8. **Shortened Life Expectancy:** The Annuitant may withdraw all or part of the balance of the LIRA and receive a payment or a series of payments where a physician certifies that the Annuitant's physical or mental disability reduces the Annuitant's life expectancy, and upon presentation of any other documentation as the Trustee may require.
9. **Conversion to a Retirement Income:** The Annuitant may require the Trustee to convert the balance of the LIRA into a retirement income, unless the agreed to term for investment of the LIRA, or any part thereof, has not expired.

With the exception of the situation of the death of an Annuitant referred to in Section 13 hereof, the transfer of all or part of the balance of the LIRA into another pension plan pursuant to Section 15 hereof, the withdrawal of the LIRA pursuant to Section 8 hereof or the withdrawal of a lump sum pursuant to Section 10 hereof, the retirement income must consist of a life pension guaranteed by an insurer (the "Life Annuity") which must meet all the conditions and requirements specified in the Québec Act and the Applicable Legislation including that:

- (a) The Life Annuity must be established for the life of the Annuitant alone or for the duration of the life of the Annuitant and the life of the Annuitant's Spouse.
- (b) The Life Annuity must be paid in equal amounts at least annually unless each periodical payment is uniformly increased according to an index or a rate provided for in the Life Annuity agreement as provided for in the Act or uniformly adjusted by reason of a seizure effected on the benefits of the purchasers, by reason of a redetermination of the Annuitant's pension, by reason of the partition of the benefits of the Annuitant with the Annuitant's Spouse, by reason of the payment of a temporary pension under the conditions for in section 91.1 of the Quebec Act, or by reason of an election pursuant to Section 93 (3) of the Québec Act.
- (c) In the event of the death of an Annuitant, the Life Annuity must be granted to the Annuitant's Spouse in the form of a life pension equal to at least 60% of the amount of the Annuitant's pension, including the replacement period, the amount of any temporary pension, unless the Annuitant's Spouse

has waived such pension in a form and manner set out in the Québec Act and acceptable to the Trustee and such waiver has not been revoked according to Section 13 hereof.

10. **Lump Sum Withdrawal:** The entire balance of the LIRA may be paid to the Annuitant in a lump sum on application to the Trustee accompanied by a declaration in conformity with that prescribed by Schedule 0.2 of the Regulation, on the following conditions:
- (a) The Annuitant was at least 65 years of age at the end of the year preceding the application; and
 - (b) The aggregate of the sums accumulated in his or her account in the following plans:
 - defined contribution pension plans;
 - defined contribution or defined benefit pension plans, by applying provisions identical to those for a defined contribution plan;
 - life income funds;
 - locked-in retirement accounts;
 - registered retirement saving plans of which the balance must be converted into a life annuity (locked-in RRSPs);
 - voluntary retirement savings plans governed by the *Voluntary Retirement Savings Plans Act* (c. R-17.0.1), does not exceed 40% of the maximum pensionable earnings determined in accordance with the *Act respecting the Québec Pension Plan* for the year during which the Annuitant applies for payment.

The entire balance of the LIRA may also be paid in a lump sum to the Annuitant upon an application to the Trustee accompanied by a declaration in conformity with that prescribed by Schedule 0.2 of the Regulation provided that the agreed to terms of investment has not expired and that the Annuitant has not resided in Canada for at least two years.

The seizable portion of the balance of the LIRA may be paid in a lump sum in execution of a judgement rendered in favour of the Annuitant's Spouse that gives entitlement to a seizure for unpaid alimony.

11. **Statements and Accounts:** The Trustee will cause to be established and maintained an account (the "Account") in the name of the Annuitant which will reflect all contributions made to the LIRA, all investment transactions made on the directions of the Annuitant, and any withdrawals from the LIRA. At least once annually, the Trustee shall cause to be forwarded to the Annuitant a statement indicating the sums deposited and their source, the accumulated earnings, if any, the fees debited since the last statement, and the balance of the LIRA.

12. Valuation of Accounts: The value of the LIRA for all purposes will be equal to the fair market value of the investments held in the LIRA after deduction of any fees and expenses properly chargeable to the LIRA. The fair market value of the investments shall be established by the Trustee or its Agent as defined in the RSP, using the valuation procedures applicable to the investments held in the LIRA or market prices in accordance with the standards in general use in the securities industry from time to time. If a payment is made by the Trustee from the LIRA which is contrary to the provisions of this agreement or the Regulation, the Annuitant may, unless the payment is attributable to a false declaration by him/her, require that the Trustee pay him/her, as a penalty, a sum equal to the irregular payment.

13. Death of the Annuitant: In the event that the Annuitant dies prior to the conversion of the balance of the Account into a Life Annuity, the Spouse of the Annuitant (or where no Spouse exists, the successors of the Annuitant) shall be entitled, upon the presentation of documents as may be required by the Trustee, to a benefit, payable in a single payment, in an amount equal to the balance of the Account at the date of death after deduction of costs and fees and, where applicable, income tax withheld at source.

The Annuitant's Spouse may waive his/her right to receive the balance of the LIRA by way of a written notice address to the Trustee. Such waiver may itself be revoked by the Annuitant's Spouse by way of a written notice addressed to the Trustee before the Annuitant's death.

Upon payment being made in accordance with this Section 13, the Trustee shall be fully discharged from any further duty, obligation and liability in connection with the LIRA.

14. Rights of the Spouse: The Spouse of the Annuitant may, at any time before the date of conversion of the total balance of the LIRA into a Life Annuity, waive his or her entitlement to the surviving spouse's pension discussed in Section 9 (c) hereof. Such waiver may itself be revoked by the Annuitant's Spouse by way of a written notice to the Trustee before the date of conversion, in whole or in part.

The Spouse of the Annuitant ceases to be entitled to the benefit described in Section 13 hereof, or as the case may be, to the surviving spouse's pension described in Section 9 (c) hereof, upon separation from bed and board, divorce, dissolution of civil union, annulment of marriage or civil union, or, in the case of an unmarried Spouse, upon the cessation of the conjugal relationship, unless the Annuitant has transmitted to the Trustee the notice provided for in Section 89 of the Québec Act.

15. Transfers: The Annuitant may, unless the term agreed to for the investments held in the LIRA has not expired, transfer all or part of the balance of the LIRA into any of the following:

- (a) registered pension plan governed by the Québec Act and in accordance with the Act;
- (b) a life income fund as provided for in Section 18 of the Regulation;
- (c) a supplemental pension plan governed by an act emanating from a legislative authority other than the National Assembly of Québec and granting entitlement to a deferred pension;
- (d) a supplemental pension plan established by an act emanating from the National Assembly of Québec or from another legislative authority;
- (e) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Saving Plan Act (Quebec)*;
- (f) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided that the Annuitant joined that plan as part of his or her employment;
- (g) a locked-in retirement account referred to in Section 29 of the Regulation; or
- (h) an annuity contract in accordance with subsection 146(1) of the Tax Act and Section 30 of the Regulation.

At the option of the Trustee, any transfer made pursuant to the Regulation may be made by remittance of the investment securities in the LIRA.

Upon such transfer, the Trustee shall be fully discharged from any further duty, obligation and liability with respect to the assets of the LIRA so transferred.

16. Amendment: The Trustee may at any time, unilaterally and without notice, amend this Addendum in order to bring it into compliance with the Applicable Legislation. The Trustee may from time to time, upon prior notice to the Annuitant, make any other amendments to this Addendum. However, the Trustee may not make any amendment that would entail a reduction of the benefits resulting from this Addendum unless the Annuitant is entitled, before the date of the amendment, to a transfer of the balance of the LIRA and has received, at least 90 days before the date on which the Annuitant may exercise that entitlement, a notice indicating the subject of the amendment and the date from which the Annuitant may exercise that entitlement. Any amendment must conform to the standard agreement as amended and registered with Retraite Québec and the Canada Revenue Agency.

Any transfer made pursuant to the present Section may, at the option of the Trustee, be made by remittance of the investment securities in the LIRA.

- 17. Non-Assignability and Exemption From Seizure:** Neither the LIRA, nor any payment required to be made in accordance with the provisions hereof, may be assigned or transferred to another, in whole or in part, nor may they be pledged, hypothecated, charged or otherwise encumbered, attached or disposed of.

The LIRA and any benefit arising therefrom are non-seizable unless otherwise provided for in the Applicable Legislation.

- 18. Contract Binding:** The provisions of this Addendum shall be binding upon the Annuitant's heirs, liquidators, administrators, representatives and assigns and upon the Trustee's successors and assigns. On the date of the final payment required hereunder, the Trustee shall be discharged from all further duties, obligations and liabilities with respect to this Addendum.

- 19. Fiscal Year:** The fiscal year of the LIRA ends on December 31 of each year and may not exceed 12 months.

- 20. Governing Law:** This Addendum shall be construed, enforced and administered according to the laws of the province of Québec and the laws of Canada applicable therein.

- 21. Language:** It is the express wish of the parties hereto that this Addendum and any documents related to it be drawn up in the English language. Les parties ont expressément convenu que cette convention et tous documents s'y rapportant soient rédigés en anglais.