

**ADDENDUM TO RETIREMENT INCOME FUND
DECLARATION OF TRUST
FOR LOCKED-IN TRANSFERS TO A LIFE INCOME FUND
GOVERNED BY SCHEDULE 1.1 TO THE REGULATION UNDER THE
PENSION BENEFITS ACT (ONTARIO)**

(ONTARIO LIF)

- ☐ **Assante Capital Management Ltd. Self-Directed Retirement Income Fund (RIF 1707)**
- ☐ **Assante Financial Management Ltd. Self-Directed Retirement Income Fund (RIF 1706)**

Canadian Western Trust Company (the "**Trustee**") hereby agrees to make payments out of the fund to the owner and, where applicable, to the owner's spouse after his or her death, and agrees to establish the life annuity described hereinafter, in consideration of the transfer by the owner of Qualified Property to the fund, upon the following terms:

1. DEFINITIONS:

For the purposes of this Addendum:

- (a) **"Act"** means the *Pension Benefits Act*, (Ontario), as amended from time to time, and **"Regulation"** means the regulations promulgated under the Act, as amended from time to time (the Act and the Regulation collectively being referred to as **"Applicable Pension Laws"**);
- (b) **"Applicable Tax Legislation"** means the *Income Tax Act* (Canada) (the **"ITA"**), as amended from time to time, and any applicable provincial income tax legislation relating to retirement income funds as designated in the owner's address on the Application, as amended from time to time;
- (c) **"excess amount", "former member", "life income fund", "life income fund that is governed by this Schedule", "locked-in retirement account", "locked-in retirement income fund", "member", "non resident of Canada", "pension", "pension plan", "spouse" and "Superintendent"** have the same meanings as are respectively given to these words in the Act and the Regulation, as applicable. For greater certainty, a locked-in retirement account is a retirement savings plan, as defined in subsection 146(1) of the ITA, which has been accepted for registration under the ITA and which meets the requirements set out in Schedule 3 to the Regulation, and each of a "life income fund" a "life income fund that is governed by this Schedule" and a "locked-in retirement income fund" is a retirement income fund, as defined in subsection 146.3(1) of the ITA, which has been accepted for registration under the ITA and which meets the

requirements set out in Schedule 1, 1.1 or Schedule 2 to the Regulation, as applicable;

- (d) **“Qualified Property”** means all cash, securities and other assets acceptable to the Trustee and paid into the FUND; and
 - (e) notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part thereof, a **“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 ITA respecting a retirement income fund registered under the ITA.
2. **REGISTRATION:** The Trustee will apply for registration of the FUND as a retirement income fund under the provisions of the Applicable Tax Legislation to be used to provide or secure a pension that would be required by Applicable Pension Laws.
 3. **CONSIDERATION:** In consideration of the transfer to the Trustee by the owner of Qualified Property to be held in connection with the FUND, the Trustee will hold such property and substituted property together with all investment earnings thereon (collectively, the **“Locked-In Amount”**) on deposit and will pay the owner in each year commencing not later than the last day of the second fiscal year of the FUND an income (**“retirement income”**), the amount of which will be calculated in accordance with the provisions of this Addendum.
 4. **FISCAL YEAR:** The fiscal year of the FUND ends on December 31st of each year and will not exceed 12 months.
 5. **ESTABLISHMENT OF THE FUND:** No Qualified Property will be accepted by the Trustee as consideration for the payment of a retirement income other than property transferred to the FUND by direct transfers from:
 - (a) a locked-in retirement account under which the owner is the annuitant;
 - (b) a life income fund under which the owner is the annuitant;
 - (c) a locked-in retirement income fund under which the owner is the annuitant;
 - (d) the commutation of benefits under a registered pension plan under which the owner is a former member in accordance with clause 42(1)(b) of the Act and a “member” as defined in subsection 147.1(1) of the ITA;
 - (e) the commutation of the unexpired period of a guaranteed annuity payable under an annuity contract which was purchased with the commuted value transferred from a registered pension plan under which the owner is a member in accordance with subsection 147.1(1) of the ITA or from the proceeds of a locked-in retirement account under which the owner is the “annuitant” (as defined in subsection 146(1) of the ITA), including such benefit payable to a spouse after the owner's death;

- (f) a registered pension plan under which the owner's spouse or former spouse is a "member" (as defined in subsection 147.1(1) of the ITA) who is entitled to make a transfer described in section 5(d) of this Addendum, in accordance with subsection 147.3(5) of the ITA; and
 - (g) a locked-in retirement account, life income fund or locked-in retirement income fund of the spouse or former spouse of the owner pursuant to paragraph 146(16)(b) or paragraph 146.3(14)(b) of the ITA, as applicable.
6. **SPOUSAL CONSENT:** Property may be transferred to the FUND in accordance with paragraphs 5(a), 5(c), 5(d) or 5(f) of this Addendum only with the written consent of the owner's spouse, provided that:
- (a) the consent of a spouse who is living separate and apart from the owner on the date of purchase is not required; and
 - (b) the consent of a spouse is not required if none of the money to be transferred into the FUND is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the owner.
7. **ASSIGNMENT, ETC.:** The Locked-In Amount may not be assigned, charged, anticipated or given as security except as required by an order under the *Family Law Act* (Ontario) or by a domestic contract as defined in Part IV of the *Family Law Act* (Ontario), subject to the maximum set out in subsection 66(4) of the Act.
8. **NO BENEFITS:** The Trustee will not extend to the owner, or to a person with whom the owner is not dealing at arm's length, a benefit or loan, other than those benefits referred to in paragraph 146.3(2)(g) of the ITA, that is conditional in any way on the existence of the FUND.
9. **NO COMMUTATION:** Except as otherwise provided in this Addendum, no Locked-In Amount will be commuted, withdrawn or surrendered, in whole or in part, during the lifetime of the owner and any transaction that purports to do so is void, provided that:
- (a) If an excess amount has been transferred into the FUND, the owner may, upon an application accompanied by a written statement in a form acceptable to the Trustee and described in section 22.2(7) of the Regulation, withdraw money from the FUND in an amount not greater than the sum of:
 - (i) the excess amount; and
 - (ii) any investment earnings, including without limitation any unrealized capital gains or losses, attributable to the excess amount since the date of its transfer to the FUND, as calculated by the Trustee,calculated as of the date on which the Trustee pays the money to the owner in accordance with the provisions of this paragraph 9(a).

- (b) The owner may, upon an application accompanied by a declaration as described in section 9(4)1 of Schedule 1.1 to the Regulation or a statement signed by the owner as described in section 9(4)2 of Schedule 1.1 to the Regulation and in a form acceptable to the Trustee, withdraw all of the money in the FUND or transfer the assets to a registered retirement savings plan or registered retirement income fund and if the assets in the FUND consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the owner if, when the owner signs the application:
 - (i) he or she has attained at least 55 years of age; and
 - (ii) the value of all assets in all locked-in retirement accounts, life income funds and locked-in retirement income funds owned by the owner is less than forty percent (40%) of the Year's Maximum Pensionable Earnings (as such term is defined in the *Canada Pension Plan*) for that calendar year.
- (c) The owner may, upon an application accompanied by a physician's written statement as described in section 11(4)1 of Schedule 1.1 to the Regulation and either a written declaration or statement described in section 11(4)2 of Schedule 1.1 to the Regulation, withdraw all or part of the money in the FUND if, when the owner signs the application, he or she has an illness or physical disability that is likely to shorten the owner's life expectancy to less than two years.
- (d) The owner may, upon an application accompanied by a written determination from the Canada Revenue Agency as described in section 10(4)1 of Schedule 1.1 to the Regulation and a written declaration or statement as described in section 10(4)2 of Schedule 1.1 to the Regulation, both in a form acceptable to the Trustee, withdraw all of the money in the FUND if:
 - (i) when the owner signs the application, he or she is a non-resident of Canada as determined by the Canada Revenue Agency for the purposes of the ITA; and
 - (ii) if the application is made at least 24 months after his or her date of departure from Canada.
- (e) If assets are transferred into the FUND from a pension fund, a locked-in retirement account, a locked-in retirement income fund or another life-income fund, the owner may, upon application to the Trustee within 60 days after the assets are transferred into the FUND together with a declaration as described in section 8(6)1 of Schedule 1.1 to the Regulation or a statement signed by the owner as described in section 8(6)2 of Schedule 1.1 to the Regulation and in a form acceptable to the Trustee, withdraw from the FUND or transfer from it to a registered retirement savings plan or registered retirement income fund an amount representing up to fifty percent (50%) of the total market value of the assets transferred into the FUND, in relation to a transfer of assets made on or after

January 1, 2010. If assets in the FUND consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the owner. Notwithstanding this paragraph 9(e), if the assets are transferred into the FUND from a life income fund or a locked-in retirement income fund, the owner cannot make a withdrawal or transfer described in this paragraph 9(e) unless the transfer into the FUND was made in accordance with the terms of an order under the *Family Law Act* (Ontario) or a domestic contract as defined in Part IV of the *Family Law Act* (Ontario).

- (f) Once each calendar year, the owner may, upon an application specifying the amount to be withdrawn from the FUND, accompanied by a declaration or statement signed by the owner as described in section 11.1(6)1 of Schedule 1.1 to the Regulation, a statement signed by a physician or dentist licensed to practice in a jurisdiction in Canada as described in section 11.1(6)2 of Schedule 1.1 to the Regulation, a copy of the receipts or the estimate to account for the total amount of the medical expenses being claimed which may include those outlined in in section 11.1(8) of Schedule 1.1 to the Regulation and a statement signed by the owner as described in section 11.1(6)4 of Schedule 1.1 to the Regulation, withdraw from the FUND a minimum of \$500 and a maximum amount as set out in section 11.1(4) of Schedule 1.1 to the Regulation if the owner, his or her spouse, or a dependant as defined in section 11.1(7) of Schedule 1.1 to the Regulation has incurred or will incur medical expenses relating to an illness or physical disability of any of them.
- (g) Once each calendar year, the owner may, upon an application specifying the amount to be withdrawn from the FUND, accompanied by a declaration or statement signed by the owner as described in section 11.2(6)1 of Schedule 1.1 to the Regulation, a copy of the written demand in respect of arrears in the payment of rent or in respect of the default on the secured debt and a statement signed by the owner as described in section 11.2(6)3 of Schedule 1.1 to the Regulation, withdraw from the FUND a minimum of \$500 and a maximum amount as set out in section 11.2(4) of Schedule 1.1 to the Regulation if:
 - (i) the owner or his or her spouse has received a written demand in respect of arrears in the payment of rent on the owner's principal residence as defined in section 11.2(7) of Schedule 1.1 to the Regulation, and the owner could face eviction if the debt remains unpaid; or
 - (ii) the owner or his or her spouse has received a written demand in respect of a default on a debt that is secured against the owner's principal residence as defined in section 11.2(7) of Schedule 1.1 to the Regulation, and the owner could face eviction if the amount in default remains unpaid.
- (h) Once each calendar year, the owner may, upon an application specifying the amount to be withdrawn from the FUND, accompanied by a declaration or statement signed by the owner as described in section 11.3(6)1 of Schedule 1.1 to the Regulation, a copy of the rental agreement, if available and a statement signed

by the owner as described in section 11.3(6)3 of Schedule 1.1 to the Regulation, withdraw from the FUND a minimum of \$500 and a maximum amount as set out in section 11.3(4) of Schedule 1.1 to the Regulation if the owner or his or her spouse requires money to pay the first and last months' rent to obtain a principal residence as defined in section 11.3(7) of Schedule 1.1 to the Regulation, for the owner.

- (i) Once each calendar year, the owner may, upon an application specifying the amount to be withdrawn from the FUND, accompanied by a declaration or statement signed by the owner as described in section 11.4(6)1 of Schedule 1.1 to the Regulation, a statement signed by the owner, setting out the amount of his or her expected total income from all sources, before taxes, for the twelve months after the date on which the application is signed and a statement signed by the owner as described in section 11.4(6)3 of Schedule 1.1 to the Regulation, withdraw from the FUND a minimum of \$500 and a maximum amount as set out in section 11.4(4) of Schedule 1.1 to the Regulation if the owner's expected total income from all sources, before taxes, for the twelve months after the date on which the application is signed is sixty-six and two thirds percent (66 2/3%) or less of the Year's Maximum Pensionable Earnings (as such term is defined in the *Canada Pension Plan*) for the year in which the application is signed.
- (j) An application under paragraph 9(a) to 9(i) inclusive, of this Addendum to withdraw money or transfer assets from the FUND must be signed by the owner and be made on a form approved by the Superintendent and given to the Trustee. The Trustee is entitled to rely upon the information provided by the owner in the application to withdraw money or transfer assets from the FUND under paragraphs 9(a) to 9(i) inclusive, of this Addendum. An application under paragraphs 9(a) to 9(i) inclusive of this Addendum that meets the requirements of such paragraph, when accompanied by the written declaration and/or statements referred to therein, constitutes authorization to the Trustee to make the payment or transfer from the FUND in accordance with such paragraph. The Trustee is under no obligation to make any independent investigation of any fact or statement set forth in any such declaration or statement. If the owner is required under paragraphs 9(b) to 9(i) inclusive, of this Addendum to give a document to the Trustee and if the document is one that must be signed by the owner or by his or her spouse, the document is a nullity if it is signed by the owner or the spouse more than 60 days before the Trustee receives it. In any other case, if the document is required under paragraph 9(f), 9(g), 9(h) or 9(i) of this Addendum, it is a nullity if it is signed or dated more than twelve months before the Trustee receives it. When the Trustee receives a document required by paragraphs 9(b) to 9(i) inclusive of this Addendum, the Trustee shall give the owner a receipt for the document stating the date on which it was received. For the purpose of paragraph 9(b) of this Addendum, the value of all assets in all, life income funds, locked-in retirement income funds and locked-in retirement accounts owned by the owner when he or she signs the application referred to in paragraph 9(b) of this Addendum is to be determined using the most recent statement about each fund or account given to the owner, each such statement being dated within one year

before the owner signs the application. For the purpose of paragraph 9(e) of this Addendum, the total market value of the assets transferred into the FUND is to be determined as of the date the assets were transferred into the FUND. The Trustee shall make the payment or transfer to which the owner is entitled under paragraphs 9(a) to 9(j) inclusive, of this Addendum within 30 days after the Trustee receives the duly completed application form and the accompanying documents required by the applicable paragraph.

10. **INFORMATION TO BE PROVIDED BY THE TRUSTEE:** The Trustee will send to the owner statements at the beginning of each fiscal year of the FUND until the date on which the balance of the FUND is converted into an immediate life annuity ("**Conversion Date**") indicating:
 - (a) the sums deposited during the previous fiscal year;
 - (b) any accumulated investment earnings (including any unrealized capital gains or losses) during the previous fiscal year;
 - (c) the payments made out of the FUND during the previous fiscal year;
 - (d) the withdrawals taken out of the FUND during the previous fiscal year;
 - (e) the fees charged against the FUND during the previous fiscal year;
 - (f) the value of the assets in the FUND as of the beginning of the fiscal year;
 - (g) the minimum amount that must be paid out of the FUND to the owner during the current fiscal year; and
 - (h) the maximum amount that may be paid out of the FUND to the owner during the current fiscal year.
11. **QUALIFIED INVESTMENT OPTIONS:** The owner shall have the right to direct the investment of the assets of the FUND, as specified in the Declaration of Trust. Notwithstanding anything herein contained, the Trustee is empowered to retain in cash or realize upon such portion of the owner's account(s) as the Trustee may in its discretion deem advisable for the payment of the owner's retirement income or any fees or other amounts which may be applicable in accordance with section 18 of this Addendum.
12. **VALUATION OF THE FUND:** The value of the FUND as of the close of business on a particular date (the "**Valuation Date**") shall be determined by the Trustee by valuing the property of the FUND at market value (as determined by the Trustee) and deducting therefrom any amounts which are deemed by the Trustee in its sole discretion to be properly chargeable to the FUND as of the Valuation Date, including without limitation all fees and other amounts described in section 18 of this Addendum (such net amount herein referred to as the "**Value of the FUND**").

The Value of the FUND as determined by the Trustee pursuant to this section 12 shall be conclusive and binding on all parties interested in the FUND for the purposes of:

- (a) a transfer of assets from the FUND;
- (b) the purchase of a life annuity; and
- (c) a payment or transfer on death of the owner.

The value of the FUND at the beginning of a year will be equal to the Value of the FUND as of the close of business on the last business day of the Trustee in the immediately preceding year, or on such later date in such preceding year as may be determined by the Trustee.

13. **PERIODIC PAYMENTS OUT OF THE FUND:** Payments out of the FUND may begin no earlier than the earliest date on which the former member is entitled to receive a pension under any pension plan from which the money was transferred into the FUND directly or indirectly; provided that payments out of the FUND must begin no later than the end of the second fiscal year of the FUND.

The owner must give notice to the Trustee of the amount of income to be paid out of the FUND each year. The owner must do so either at the beginning of the fiscal year of the FUND or at another time agreed to by the Trustee. Said notice expires at the end of the fiscal year to which it relates.

If the owner does not decide the amount to be paid out of the FUND for a year, or if the amount for a year determined by the owner is less than the Minimum Amount determined under section 14 of this Addendum, the Minimum Amount determined under section 14 of this Addendum shall be deemed to be the amount to be paid.

The Value of the FUND and payments out of the FUND are subject to division in accordance with the terms of a domestic contract as defined in Part IV of the *Family Law Act* (Ontario) or the terms of an order made under Part I of that statute and subsection 146.3(14) of the ITA.

14. **RETIREMENT INCOME:**

- (a) Commencing not later than during the second fiscal year of the FUND or as otherwise prescribed by the ITA, the retirement income payable each year out of the FUND will be one or more amounts the aggregate of which may not exceed the Maximum Amount defined below. The amount of income paid during a fiscal year of the FUND shall be fixed by the owner, annually or at any other agreed upon interval of more than one year, such interval in all cases terminating at the end of a fiscal year of the FUND, and shall not exceed the greatest of the amounts set out in clause 14(b) of this Addendum.
- (b) Maximum Amount

The amount of income paid during a fiscal year out of the FUND must not exceed the greatest of the following amounts:

- (i) the investment earnings, including any unrealized capital gains or losses, of the FUND in the previous fiscal year.
- (ii) if the money in the FUND is derived from money transferred directly from another life income fund or a locked-in retirement income fund (the “transferring fund”) and if the income is being paid out of the FUND in the fiscal year following the fiscal year in which the FUND is established, the sum of,
 - a. the investment earnings, including any unrealized capital gains or losses, of the transferring fund in the previous fiscal year, and
 - b. the investment earnings, including any unrealized capital gains or losses, of the FUND in the previous fiscal year.

- (iii) the amount using the following formula:

$$M = \frac{C}{F}$$

where:

C is the value of the assets in the FUND at the beginning of the fiscal year;

F is the present value, at the beginning of the fiscal year, of an annuity of \$1.00 payable annually in advance over the period commencing at the beginning of each fiscal year and ending on the 31st day of December of the year in which the owner reaches 90 years of age; and

M is the maximum income paid during a fiscal year.

(c) Minimum Amount

Notwithstanding clause 14(b) of this Addendum and paragraphs 14(d) to 14(f), inclusive, of this Addendum, the amount of income paid out of the FUND during a fiscal year shall not be less than the minimum amount prescribed for registered retirement income funds pursuant to the ITA. Where the Minimum Amount for the year has not yet been withdrawn, the Trustee will retain a sufficient portion of the FUND to allow it to make a payment sufficient to ensure that the Minimum Amount is paid for the year.

- (d) The value of “F” in clause 14(b)(iii) of this Addendum shall be calculated using the following interest rate assumptions:

- (i) the interest rate for each of the first 15 fiscal years of the period referred to in the definition of “F” is the greater of 6 percent and the nominal rate of interest on long-term bonds issued by the Government of Canada for November of the year before the beginning of the fiscal year, as published in the Bank of Canada Review under identification number V122487 in the CANSIM system; and
- (ii) for each subsequent fiscal year of the period referred to in the definition of “F”, the interest rate is 6 percent.
- (e) Despite clause 14(b) of this Addendum, if any money in the FUND is derived from money transferred directly or indirectly from another life income fund or locked-in retirement income fund, the maximum amount that may be paid out of the FUND in the fiscal year in which the money is transferred into the FUND is zero;
- (f) If the initial fiscal year of the FUND is not 12 months long, the maximum amount determined under clause 14(b) of this Addendum shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month; and
- (g) This section shall not be construed to prevent or limit a payment from the FUND that is permitted under section 9 of this Addendum.

15. **TRANSFER OF LOCKED-IN AMOUNT FROM THE FUND:** Subject to the terms and maturity of the securities the owner has chosen for the FUND, the owner may transfer, to the extent permitted by the ITA, all or part of the assets in the FUND after deduction of any unpaid fees and other amounts described in section 18 of this Addendum:

- (a) to a life income fund governed by Schedule 1.1 to the Regulation under which the owner is the annuitant; or
- (b) to purchase an immediate life annuity contract as stipulated in paragraph 60(1) of the ITA and which meets the requirements of section 22 of the Regulation.
- (c) A life annuity referred to in paragraph 15(b) of this Addendum shall not differentiate on the basis of the sex of the beneficiary if the commuted value of the pension benefit that was transferred into the FUND was determined in a manner that did not differentiate on the basis of sex.
- (d) For the purposes of the life annuity contract, a determination as to whether the owner has a spouse is to be made on the date the annuity is purchased.
- (e) Payments under a life annuity contract are subject to division in accordance with the terms of an order under the *Family Law Act* (Ontario) or a domestic contract as defined in Part IV of the *Family Law Act* (Ontario).

- (f) The Trustee shall not make a transfer under this section 15 except where:
 - (i) the transfer is permitted under the Applicable Pension Laws; and
 - (ii) the transferee agrees to administer the amount transferred in accordance with the Applicable Pension Laws.
- (g) The Trustee shall advise the transferee in writing that the amount transferred must be administered in accordance with the Applicable Pension Laws.
- (h) The Trustee will make a transfer under this section 15 within 30 days after the owner requests it except to the extent that the assets of the FUND consist of securities whose term of investment extends beyond the 30 day period. If the assets of the FUND consist of identifiable and transferable securities, the Trustee may transfer such securities with the consent of the owner.
- (i) Where the balance of the FUND is transferred pursuant to this section 15, the Trustee will provide the owner with a statement described in section 10 of this Addendum determined as of the date of the transfer.
- (j) Where the Minimum Amount for the year has not yet been withdrawn, the Trustee will retain a sufficient portion of the FUND to allow it to make a payment sufficient to ensure that such Minimum Amount is paid for the year in accordance with paragraph 146.3(2)(e.1) or paragraph 146.3(2)(e.2) of the ITA, as applicable.

16. PAYMENT OF THE BALANCE IN THE FUND:

- (a) The Trustee will invest, use and allocate the total assets in the FUND for the sole purpose of making payments to the owner in the following manner:
 - (i) between the date of the first payment of the income until the Conversion Date, the income will be paid in accordance with the terms of payment indicated by the owner and as provided in this Addendum. The first payment of the income may be made not later than the last day of the second fiscal year of the FUND;
 - (ii) from the Conversion Date of the FUND into a life annuity, the benefits will be paid by the Insurer according to the instructions and terms of payment indicated by the owner. As from the Conversion Date the Trustee will be discharged of and from all further obligations and liabilities to the owner.
- (b) The owner may require the conversion of the Value of the FUND into a life annuity contract at any time, unless the term agreed to for an investment has not expired. Any life annuity so purchased shall meet the requirements of section 22 of the Regulation and the requirements of paragraph 60(l) of the ITA.

17. SURVIVOR'S BENEFITS:

- (a) If the owner was a member or former member of a pension plan and if he or she dies before the Conversion Date, the owner's spouse or, if there is none or if the spouse is otherwise disentitled, his or her named beneficiary if permitted by applicable law or, if there is none or if the beneficiary predeceases the owner, the owner's estate is entitled to receive a benefit equal to the value of the assets in the FUND, including all accumulated investment earnings, including any unrealized capital gains and losses, of the FUND from the date of death until the date of payment, after the deduction of costs and fees and, where applicable, income tax withheld at source, payable upon receipt of satisfactory evidence of the owner's death and all other legal documents that the Trustee may reasonably require. The benefits described in this paragraph 17(a) may be transferred to a registered retirement savings plan or a registered retirement income fund in accordance with the ITA. For the purposes of this paragraph 17(a), the determination as to whether the owner has a spouse is to be made on the date of death of the owner. Designations of beneficiary must be lodged at the Head Office of the Trustee before payment is made and such designation must be in a form acceptable to the Trustee.
 - (b) A spouse living separate and apart from the owner on the date of the owner's death is not entitled to receive the value of the assets in the FUND in accordance with the provisions of paragraph 17(a) hereof unless such spouse was designated by the owner to receive the benefits of the owner in accordance with the provisions of the Declaration of Trust after the date of separation.
 - (c) If the owner dies before the Conversion Date, the Trustee will provide the person entitled to receive the value of the assets in the FUND in accordance with the provisions of this section 17 with the information described in section 10 of this Addendum, determined as of the date of the owner's death.
 - (d) The owner's spouse may waive his or her entitlement to receive the survivor's benefit set out in this section 17 by delivering to the Trustee a written waiver in a form approved by the Superintendent. The owner's spouse may cancel such a waiver by delivering a written and signed notice of cancellation to the Trustee before the date of the death of the owner.
18. **FEES:** The Trustee reserves the right to impose fees, and then change such fees, in accordance with the terms of the Declaration of Trust. No provision contained in this Addendum shall be construed so as to limit the Trustee's right to receive payment, out of the assets of the FUND or otherwise, of the fees and other amounts described in the Declaration of Trust.
19. **CERTIFICATION:** The owner certifies that his or her statement of his or her date of birth and, if applicable, his or her spouse's date of birth contained in the Application for the FUND shall be deemed to be his or her certification of his or her age upon which the Trustee may rely and his or her undertaking to provide any further evidence of proof of age that the Trustee may require.

20. **AMENDMENTS:**

- (a) The Trustee agrees not to amend the terms and conditions governing the FUND except in accordance with this section 20.
- (b) The Trustee may from time to time at its discretion or if required by Applicable Pension Laws and/or the ITA amend the terms of the FUND with the concurrence of the Minister of National Revenue if required, and, if applicable, the concurrence of provincial tax authorities, by giving 90 days' notice in writing to the owner's address as set out in the records of the Trustee; provided, however, that any such amendment shall not have the effect of disqualifying the FUND as a registered retirement income fund within the meaning of the Applicable Tax Legislation and further provided that no amendment that would have the effect of reducing the owner's rights under the FUND will be made unless the Trustee is required by law to make the amendment and before the date of the amendment, the owner has the right to transfer the Value of the FUND in accordance with section 15 of this Addendum and receives, not less than 90 days before the date on which the owner may exercise that right, a notice in writing indicating the nature of the amendment and the date from which the owner may exercise that right.

21. **INDEMNITY:** Without limiting any indemnity provided by the owner, his legal representative and beneficiaries under the Declaration of Trust or otherwise, the owner, his legal personal representative and each beneficiary under the FUND will at all times, indemnify and save harmless the Trustee in respect of:

- (a) any taxes, interest, assessments, penalties, or other governmental charges which may be levied or imposed on the Trustee in respect of the Fund; and
- (b) any and all liability, damage, cost or expense which may be suffered or incurred by the Trustee as a result of its reliance upon any information provided to it by the owner, including the costs and expenses of any action, suit, proceeding, investigation, prosecution, demand, assessment, judgment, settlement or compromise which is instigated or arises, directly or indirectly, as a result of such reliance.

22. **NON-ASSIGNABILITY:** No payment of retirement income or other benefit in connection with the FUND may in whole or in part be assigned, charged, anticipated or given as security, except for a purpose described in subsection 65(3) of the Act and as permitted by the Act.

23. **RESPONSIBILITY:** The Trustee may delegate some of the administrative duties to the Agent but the ultimate responsibility for the administration of the FUND remains with the Trustee.

24. **DIFFERENTIATION BASED ON SEX:** The Trustee will not use money from the Fund to purchase an immediate or deferred life annuity which differentiates on the basis of the sex of the owner where the Fund resulted from the transfer of the commuted value

of a pension benefit which value was determined in a manner that did not differentiate on the basis of sex.

25. **AFFIRMATION OF DECLARATION OF TRUST:** The Trustee hereby affirms the provisions contained in the Declaration of Trust.
26. **PRIORITY:** The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
27. **APPLICABLE LAW:** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

The Trustee requires that the following section be completed prior to issuing the Fund:

I hereby confirm that the commuted value of my pension benefits transferred to my Fund was determined in a manner that **did/did not** (circle as appropriate) differentiate on the basis of sex.

_____	}	_____
Signature of Witness	}	Signature of Owner

Name of Owner (please print)