

**Addendum To
CANADIAN SHAREOWNER INVESTMENTS INC.
Retirement Savings Plan Declaration Of Trust
for Locked-In Pension Transfers to a
Locked-In Registered Retirement Savings Plan**

(CLICK ON FORM NAME)

FEDERAL LIRA

BRITISH COLUMBIA LRRSP

ALBERTA LIRA

SASKATCHEWAN LIRA

MANITOBA LIRA

ONTARIO LIRA

NEWFOUNDLAND AND LABRADOR

NOVA SCOTIA LIRA

**Addendum To CANADIAN SHAREOWNER INVESTMENTS INC.
Retirement Savings Plan Declaration Of Trust
for Locked-In Pension Transfers to a
Locked-In Registered Retirement Savings Plan**

(Federal LIRA)

- **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145] (the “Plan”)**

Upon receipt of locked-in money The Canada Trust Company (the “Trustee”) further declares as follows:

1. For purposes of this Addendum, “**Act**” means the *Pension Benefits Standards Act*, 1985 (Canada), as amended from time to time, and “**Regulations**” means the regulations promulgated under the Act, as amended from time to time (the Act and the Regulations collectively referred to as the “Applicable Pension Legislation”).
2. For the purposes of this Addendum, “**common-law partner**”, “**deferred life annuity**”, “**former member**”, “**immediate life annuity**”, “**life income fund**”, “**locked-in registered retirement savings plan**”, “**member**”, “**pension**”, “**pension benefit credit**”, “**pension plan**” and “**spouse**” have the same meanings as are respectively given to these words in the Applicable Pension Legislation. For greater certainty, a locked-in registered retirement saving plan is a retirement savings plan, as defined in subsection 146(1) of the *Income Tax Act* (Canada), which has been accepted for registration under the *Income Tax Act* (Canada) and which meets the requirements set out in section 20 of the Regulations; and a life income fund is a retirement income fund, as defined in subsection 146.3(1) of the *Income Tax Act* (Canada), which has been accepted for registration under the *Income Tax Act* (Canada) and which meets the requirements set out in section 20.1 of the Regulations.
3. For the purposes of this Addendum, “owner” means the annuitant (as defined under subsection 146(1) of the *Income Tax Act* (Canada)) of the Plan.
4. Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part hereof “spouse” or “common-law partner” does not include any person who is not recognized as a spouse or common-law partner, as applicable, for purposes of the *Income Tax Act* (Canada) respecting retirement savings plans registered under the *Income Tax Act* (Canada).
5. For the purposes of this Addendum, the owner’s pension benefit credit (the “Benefits”), shall be subject to the locking-in provisions of the Act, and the commuted value of any such Benefits transferred, directly or indirectly, from a former employee’s pension plan to the Plan, together with all interest and investment earnings thereon (the Benefits, together with such interest and investment earnings, referred to collectively as the “Locked-in Amount”) shall be used to provide or secure a pension in accordance with the Applicable Pension Legislation and the *Income Tax Act* (Canada).

6. The Locked-in Amount shall be invested in a manner that complies with the rules for the investment of registered retirement savings plans contained in the *Income Tax Act* (Canada).
7. Should any other moneys be deposited into the Plan such moneys shall also be deemed to be locked-in and merged into the Benefits.
8. No transfer of the Locked-in Amount shall be permitted except:
 - (a) to transfer the money to another locked-in retirement savings plan under which the owner is the annuitant in accordance with the *Income Tax Act* (Canada);
 - (b) to purchase an immediate life annuity or a deferred life annuity that complies with the requirements of paragraph (a) of the term “retirement income” contained in subsection 146(1) of the *Income Tax Act* (Canada);
 - (c) to transfer the money to a life income fund under which the owner is the annuitant in accordance with the *Income Tax Act* (Canada); or
 - (d) to transfer the money to a pension fund of a registered pension plan under which the owner is a member in accordance with the Applicable Pension Legislation and the *Income Tax Act* (Canada).
9. Except as provided in subsection 25(4) of the Act and permitted by subsection 146.3(14) of the *Income Tax Act* (Canada), the Locked-in Amount may not be assigned, charged, anticipated or given as security, and any transaction purporting to assign, charge, anticipate or give the Locked-in Amount as security (except as so provided) is void.
10. If the owner is a former member of a pension plan, payments under an immediate life annuity or deferred life annuity purchased in accordance with subsection 8(b) of this Addendum shall commence no later than the end of the year in which the owner attains age 69, or such age as may be required under the *Income Tax Act* (Canada) from time to time. Any such annuity so purchased shall comply with the provisions of the Applicable Pension Legislation. An immediate life annuity or deferred life annuity purchased with the funds accumulated in the Plan will not be based on sex-distinct mortality tables unless the owner informs the Trustee otherwise by providing the Trustee with such documentation as it may require, and so instructs it in writing at least 60 days prior to the date on which the immediate life annuity or deferred life annuity is to be purchased.

If on the date of such purchase the owner who is a former member has a spouse or common-law partner, the immediate life annuity or deferred life annuity so purchased shall be in the form of a joint-and-last survivor annuity wherein not less than 60% of the value of the annuity payment shall continue to the spouse or common-law partner for the spouse's or common-law partner's lifetime following the owner's death.

Alternatively, prior to the purchase of the immediate life annuity or deferred life annuity, the owner's spouse or common-law partner, if any, may waive any rights to the survivorship under the annuity contract, if any, by filing the appropriate waiver with the Trustee in a form acceptable under the *Income Tax Act* (Canada). In such event, the form of payment shall be any annuity payable for the lifetime of the owner.

11. Should the owner die prior to the transfer of the Locked-in Amount in accordance with section 8 of this Addendum, the Locked-in Amount shall:
- (a) if the owner is survived by a spouse or common-law partner:
 - (i) be applied to purchase an immediate life annuity or deferred life annuity for owner's spouse or common-law partner in accordance with paragraph 60(1) of the *Income Tax Act* (Canada) and the Act;
 - (ii) be transferred to another locked-in registered retirement savings plan under which the owner's spouse or common-law partner is the annuitant;
 - (iii) be transferred on behalf of the owner's spouse to a registered pension plan which complies with the requirements of the Act and the *Income Tax Act* (Canada); or
 - (iv) be transferred to a life income fund under which the owner's spouse or common-law partner is the annuitant.
 - (b) if the owner is not survived by a spouse or common-law partner, be paid to the owner's designated beneficiary or estate.
12. Notwithstanding the provisions of paragraphs 9 and 10 of this Addendum, the Locked-in Amount may be paid to the owner in a lump sum or in a series of payments where a physician certifies, in a form satisfactory to the Trustee, that due to mental or physical disability the life expectancy of the owner is likely to be shortened considerably; provided that such payment shall be made only if the spouse or common-law partner, if any, of the owner has waived his/her entitlement, if any, to the joint life pension described in the Applicable Pension Legislation, in the manner prescribed by the Applicable Pension Legislation and in accordance with the *Income Tax Act* (Canada).
13. The Trustee will advise any subsequent transferee in writing that the Locked-in Amount transferred must be administered as a pension or deferred pension under the Applicable Pension Legislation and in accordance with the *Income Tax Act* (Canada).
14. Notwithstanding any provision contained herein, upon receipt of the owner's written request accompanied by the written confirmation of the Canada Customs and Revenue Agency, the Trustee shall refund to the taxpayer any amount required to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
15. If the owner has not provided the Trustee with the necessary documentation to start a pension, the Trustee will, before the end of the calendar year in which the owner attains the age of 69 years;
- (a) purchase an immediate life annuity for the owner which meets the requirements set out in subsection 8(b) and section 10 of this Addendum; or
 - (b) transfer the Locked-in Amount to a life income fund under which the owner is the annuitant,
- and the owner hereby appoints the Trustee as its attorney in fact to execute all such documents and to make all such elections as are necessary or desirable to effect the foregoing.

16. Notwithstanding any other provisions contained in this Addendum, the terms and conditions contained in this Addendum may be amended by the Trustee at any time and from time to time, provided that such amendments are consistent with the continued registration of the Plan (as amended by this Addendum) under the *Income Tax Act* (Canada) and the continued compliance of the Plan (as amended by this Addendum) with the Applicable Pension Legislation. Amendments so made shall take effect on the first day following 30 days' notice thereof by mail to the owner at his or her address appearing on the records of the Trustee. In addition, the terms of this Addendum shall be amended from time to time without notice to the owner in order that the Plan complies with the provisions of the *Income Tax Act* (Canada) and the Applicable Pension Legislation.
17. The Trustee hereby affirms the provisions contained in the Declaration of Trust.
18. The provisions of this Addendum shall take precedence over the provisions of the Declaration of Trust in the event of conflicting or inconsistent provisions.
19. This Addendum shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Approved April 24, 2002



**ADDENDUM TO CANADIAN SHAREOWNER INVESTMENTS INC.
RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST
FOR LOCKED-IN PENSION TRANSFERS TO A
LOCKED-IN REGISTERED RETIREMENT SAVINGS PLAN (“LRRSP”)

(BRITISH COLUMBIA LRRSP)**

- **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145]** (the “Plan”)
 1. For the purposes of this Addendum the word “Act” means the *Pension Benefits Standards Act* (British Columbia), as amended from time to time, and the word “Regulation” means *British Columbia Regulation 433/93*, as amended from time to time, being the *Pension Benefits Standards Regulation* under the Act (hereinafter collectively referred to as “Applicable Pension Laws”).
 2. For the purposes of this Addendum, the words "contract", "LIF", "life annuity contract", “life income fund”, "owner", "transfer", "underwriter" and "spouse" have the same meanings as are respectively given to these words in sections 1, 29 and 30 of the Regulation and section 1 of the Act. Notwithstanding anything to the contrary contained in this Plan, 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 *Income Tax Act (Canada)* respecting registered retirement savings plans.
 3. For the purposes of this Addendum, “owner” means the annuitant (as defined under subsection 146(1) of the *Income Tax Act (Canada)*) of the Plan
 4. Subject to the provisions of this Addendum, all amounts in the Plan, including all amounts transferred to the Plan and any investment earnings thereon (the "locked-in amount"), are to be used to provide or secure a pension as required by Applicable Pension Laws.
 5. No transfer of the locked-in amount is permitted except:
 - (a) to transfer the locked-in amount to another underwriter's contract on the relevant conditions specified in Applicable Pension Laws, where the transferee underwriter is on the Superintendent's approved list of underwriters;
 - (b) to purchase a life annuity contract in accordance with the conditions specified in Applicable Pension Laws and the definition of ‘retirement income’ in section 146 of the *Income Tax Act (Canada)*, provided that the annuity commences prior to the end of the year in which the owner attains age 69 or such age as may be required under the *Income Tax Act (Canada)* from time to time;
 - (c) to transfer the locked-in amount to a registered pension plan on the conditions referred to in Applicable Pension Laws; or
 - (d) to transfer the locked-in amount to an approved life income fund on the relevant conditions specified in Applicable Pension Laws.

- (e) in the case of spousal relationship breakdown, a transfer or purchase by the Planholder's spouse in accordance with the transfer or purchase options provided in paragraphs 5(a) and 5(d) of this Addendum, in accordance with Applicable Pension Laws and paragraph 146(16)(b) of the *Income Tax Act* (Canada).
6. Except as permitted by Applicable Pension Laws, the locked-in amount may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment. Any transaction purporting to assign, charge, alienate or anticipate the locked-in amount is void. Pension benefits are a family asset under the *Family Relations Act* (British Columbia).
 7. Except as permitted by the provisions of this Addendum, no withdrawal, commutation or surrender of the locked-in amount is permitted.
 8. A lump-sum or series of payments for a fixed term may be made to the owner where a physician certifies to the Trustee, in a form and manner satisfactory to the Trustee, that due to a physical disability the owner's life expectancy is likely to be shortened considerably; provided that such payment or payments shall only be made if the owner's spouse, if any, has waived his or her entitlement to a joint life pension in the form and manner prescribed by Applicable Pension Laws.
 9. The locked-in amount will be invested in a manner that complies with the rules for the investment of RRSP money contained in the *Income Tax Act* (Canada) and regulations applicable thereunder and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the owner or the spouse, parent, brother, sister or child of the owner or the spouse of any such person.
 10. If the locked-in amount is paid out contrary to Applicable Pension Laws, the Trustee will provide or ensure the provision of a pension equal in value to the pension that would have been provided had the locked-in amount not been paid out.
 11. The Trustee will not permit any subsequent transfer of the locked-in amount from the owner's Plan except where:
 - (a) the transferee underwriter's name and contract are on the Superintendent's approved list of underwriters;
 - (b) the Trustee has advised the transferee underwriter in writing of the locked-in status of the locked-in amount; and
 - (c) the transferee underwriter has agreed to the transfer of the locked-in amount subject to the conditions provided for by Applicable Pension Laws.
 12. If the Trustee does not comply with section 11 and the transferee underwriter fails to pay the locked-in amount transferred in the form of a pension or in the manner required by Applicable Pension Laws, the Trustee will provide or ensure the provision of the pension referred to in section 10 of this Addendum.
 13. The pension to be provided to the owner is to be a joint-and-last survivor pension, in accordance with Applicable Pension Laws, under which not less than 60% of the annuity payment shall

continue to the survivor for life following the owner's death or the death of the owner's spouse unless:

- (a) the owner has no spouse at the date when his or her pension commences; or
 - (b) the owner's spouse waives his or her entitlement in the form and manner prescribed by Applicable Pension Laws.
14. Notwithstanding any beneficiary designation the owner may make under the Plan, on the owner's death, the locked-in amount will be used to provide a pension for the owner's surviving spouse, unless the surviving spouse waives spousal entitlement in the prescribed form and manner, and will be transferred:
- (a) to another locked-in RRSP, under which the surviving spouse is the owner, on the relevant conditions specified in Applicable Pension Laws;
 - (b) to purchase a life annuity contract, in accordance with subparagraph 60(1)(ii) of the *Income Tax Act* (Canada), provided that the annuity commences prior to the end of the year in which the owner's surviving spouse attains age 69 or such age as may be required under the *Income Tax Act* (Canada) from time to time; or
 - (c) to an approved LIF, under which the surviving spouse is the owner, on the conditions specified in Applicable Pension Laws.
15. If the owner is not survived by a spouse or the surviving spouse waives spousal entitlement in the prescribed form and manner, the locked-in amount will be paid to the owner's designated beneficiary or, if no beneficiary has been designated, to the owner's estate.
16. If the Plan holds identifiable and transferable securities, the transfer or purchase referred to in sections 5 and 14 of this Addendum may, unless otherwise stipulated, at the option of the Trustee and with the consent of the owner, be effected by remittance of the investment securities of the Plan.
17. Money that is not locked-in will not be transferred to or held under the owner's Plan.
18. Notwithstanding any provision contained herein, the Trustee shall refund to the taxpayer from the Plan any amount required to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada), upon receipt of
- (a) the owner's written request; and
 - (b) written confirmation of the Canada Customs and Revenue Agency that an amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
19. Notwithstanding any provision contained herein, the locked-in amount may be withdrawn by an owner who
- (a) has been absent from Canada for at least two years,

- (b) has become a non-resident of Canada as determined for the purposes of the *Income Tax Act* (Canada),
 - (c) completes and files a certificate of non-residency in the prescribed form and manner, and
 - (d) where applicable, obtains and files the spouse's waiver of entitlements in the prescribed form and manner.
20. Notwithstanding any provision contained herein, the locked-in amount may be withdrawn by an owner who
- (a) is age 65 or older,
 - (b) has, in the aggregate, in each pension plan, locked-in RRSP and life income fund not more than an amount equivalent to 40% of the year's maximum pensionable earnings,
 - (c) completes a declaration of commutable amount in the prescribed form and manner, and
 - (d) where applicable, obtains and files the spouse's waiver of entitlement in the prescribed form and manner.
21. Notwithstanding any provision contained herein, the locked-in amount may be withdrawn by an owner if
- (a) a contract for which the balance of the contract exceeds 20% of the Year's Maximum Pensionable Earnings must not be divided into two or more of any combination of RRSP or life income fund contracts, such that any of the contracts have a resulting balance less than 40% of the Year's Maximum Pensionable Earnings.
 - (b) where applicable, obtains and files the spouse's waiver of entitlement in the prescribed form and manner.
22. The Trustee hereby affirms the provisions contained in the Plan.
23. The conditions of this Addendum will take precedence over the provision of the Plan, in the case of conflicting or inconsistent provisions.
24. The Plan, as amended by this Addendum, shall be governed and construed in accordance with the laws of the Province of British Columbia.

Approved March 30, 2005

**Addendum To CANADIAN SHAREOWNER INVESTMENTS INC.
Retirement Savings Plan Declaration Of Trust
for Locked-In Pension Transfers to a
Locked-In Retirement Account ("LIRA")**

(ALBERTA LIRA)

- **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145] (the "Plan")**

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

1. For the purposes of this Addendum the word "**Act**" means the *Employment Pension Plans Act* (Alberta), as amended from time to time, and the word "**Regulation**" means Alberta Regulation 35/2000, being the Employment Pension Plans Regulation under the Act, as amended from time to time.
2. For the purposes of this Addendum the words "**acknowledged**", "**addendum**", "**contract**", "**financial institution**", "**fiscal year**", "**list**", "**non-pension-partner owner**", "**owner**" and "**surviving pension partner owner**" have the same meanings as are respectively given to these word in section 39 of the Regulation.
3. For the purposes of this Addendum the words "**LIF**", "**LIRA**", "**LRIF**", "**life annuity contract**", and "**non-member pension partner**", have the same meanings as are respectively given to these words in section 2 of the Regulation.
4. For the purposes of the Addendum the words "**pension**", "**RRSP**", "**pension partner**", "**Superintendent**" and "**Year's Maximum Pensionable Earnings**" have the same meanings as are respectively given to these words in section 1 of the Act.
5. Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part thereof, "**pension partner**" does not include any person who is not recognized as a spouse or a common law partner for the purposes of any provision of the *Income Tax Act (Canada)* respecting retirement savings plans registered under the *Income Tax Act (Canada)*.
6. Subject to the provisions of this Addendum, all money in the Plan, including all investment earnings thereon (collectively the "**Locked-in Amount**") that is subject to any transfer to or from the Plan is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and the Regulation.

7. No transfer of the Locked-in Amount shall be permitted except:
 - (a) to another LIRA on the relevant conditions specified in section 39 of the Regulation;
 - (b) to purchase a life annuity contract, in accordance with the definition of “retirement income” in subsection 146(1) of the *Income Tax Act* (Canada), that meets the requirements of section 39(10)(h) and (i) of the Regulation;
 - (c) to a pension plan, in accordance with section 30(2)(a) of the Act; or
 - (d) to an acknowledged financial institution to purchase a LIF or LRIF on the relevant conditions specified in section 40 or 41 of the Regulation, as the case may be, with the further condition, in the case of a living non-pension-partner owner who has a pension partner at the time of the transfer, that in order to effect this transfer the pension partner must have waived the entitlement to the joint life pension in the form and manner prescribed in Form 1 of Schedule 1 of the Regulation.
8. Subject to paragraphs 21, 22, 24 and 25 of this Addendum, no withdrawal, commutation or surrender of the Locked-in Amount is permitted except where an amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
9. The Locked-in Amount may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment and any transaction purporting to assign, charge, alienate or anticipate the Locked-in Amount is void.
10. The Locked-in Amount shall be invested in a manner that complies with the rules for the investment of RRSP money, as provided for in the *Income Tax Act* (Canada), and shall not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the owner or the parent, brother, sister or child of the owner or the pension partner of any such person.
11. If the Locked-in Amount is paid out contrary to the Act, the Regulation or this Addendum, the Trustee shall provide or secure the provision of a pension in a manner and in an amount that would have been provided had such money not been paid out.
12. In the event of a transfer of the Locked-in Amount (other than to a pension plan or for the purchase of a life annuity contract), the Trustee shall ensure that the transferee financial institution is acknowledged and appears on the list of financial institutions authorized to issue LIRA, LIF, and/or LRIF contracts maintained by the Superintendent under section 38 of the Regulation.
13. Before transferring the Locked-in Amount to another financial institution, the Trustee will advise the transferee financial institution in writing of the locked-in status of the Locked-in

Amount and shall make its acceptance of the transfer subject to the conditions provided for in section 39(10) of the Regulation.

14. If the Trustee does not comply with either paragraph 12 or paragraph 13 of this Addendum and the transferee financial institution fails to pay the Locked-in Amount transferred in the form of a pension or in the manner required or permitted by section 39 of the Regulation, the Trustee shall provide or secure the provision of the pension referred to in paragraph 11 of this Addendum.
15. The pension to be provided to a living non-pension-partner owner with a pension partner at the date when he or she commences the pension, is to be such a joint life pension as would, if he or she were a former member as defined by the Act, be in compliance with section 40 of the Act, unless the pension partner waives the entitlement in the form and manner prescribed in Form 1 of Schedule 1 of the Regulation.
16. If the owner has not provided the Trustee with the necessary documentation to start a pension, the Trustee will, before the end of the calendar year in which the owner attains the age of 69 years, or such age as may be required by the *Income Tax Act* (Canada) from time to time:
 - (a) purchase an immediate life annuity contract, as stipulated in subparagraph 60(1)(ii) or subsection 146(1) of the *Income Tax Act* (Canada), for the owner; or
 - (b) transfer the balance to a LIF or LRIF contract of an acknowledged financial institution, on the relevant conditions specified in Section 40 or 41 of the Regulation, as the case may be,

and the owner hereby appoints the Trustee as its attorney in fact to execute all such documents and to make all such elections as are necessary or desirable to effect the foregoing.

17. Within 60 days after the submission to the Trustee of all the relevant and required documents following the death of a non-pension-partner owner with a pension partner on the date of death, the Locked-in Amount will be used to provide a pension for the surviving pension partner and will be transferred:
 - (a) to an acknowledged financial institution to purchase a LIRA on the relevant conditions specified in section 39 of the Regulation;
 - (b) to an acknowledged financial institution to purchase a LIF or LRIF on the relevant conditions specified in section 40 or 41 of the Regulation, as the case may be; or
 - (c) to purchase a life annuity contract in accordance with subparagraph 60(1)(ii) of the *Income Tax Act* (Canada).

18. Within 60 days after the submission to the Trustee of the relevant documents required by it following the death of an owner, other than that a non-pension-partner owner with a pension partner on the date of death, the balance in the Plan will be paid to or on behalf of the designated beneficiary or, if there is no valid designation of beneficiary, the personal representatives of the estate in their representative capacity.
19. Money that is not locked in will not be transferred to or held under the Plan.
20. Subject to Part 4 of the Act and the Regulation, the entitlement of any person to a benefit is subject to entitlements arising under a matrimonial property order or agreement (as defined in section 58 of the Act and section 56 of the Regulation) filed with the Trustee. With respect to the share of a non-member pension partner, the conditions set out in Part 4 of the Act and the Regulation continue to apply to that share if it is transferred into a LIRA, LIF or LRIF.
21. A lump sum payment equal to the value of the entire Locked-in Amount may be made on application by the owner to the Trustee for the payment at any time if the value of the Plan does not exceed 20% of the Year's Maximum Pensionable Earnings (YMPE) for the calendar year in which the application is made.
22. A lump sum payment equal to the value of the entire Locked-in Amount may be made on application by the owner to the Trustee for payment at any time if
 - (a) the owner has attained the age of 65 years at the end of the preceding fiscal year,
 - (b) the application is accompanied by a completed declaration in the form set out in Schedule 3 of the Regulation, and
 - (c) the value of the Plans and of other plans and contracts listed in Schedule 3 of the Regulation belonging to the owner does not exceed 40% of the YMPE for the year in which the application is made.
23. If the Plan is not eligible for the payment options referred to in paragraph 21 or 22 of this Addendum, it may not be severed so as to transform it into two or more contracts that are so eligible.
24. A lump sum withdrawal may be made if the owner applies to the Trustee with written evidence that the Canada Customs and Revenue Agency has confirmed that he has become a non-resident for the purposes of the *Income Tax Act* (Canada) and, where that owner is a living non-pension-partner owner with a pension partner, if that pension partner has waived all entitlements under the Plan in the form and manner prescribed in Form 2 of Schedule 1 of the Regulation.
25. A lump sum payment or a series of payments may be made to the owner where a physician certifies that due to a terminal illness or that due to disability the owner's life is likely to be

shortened considerably, but the payment may only be made, in the case of a living non-pension-partner owner with a pension partner, where that pension partner has waived the entitlement to the joint life pension described in section 40 of the Act in the form and manner prescribed in Form 2 of Schedule 1 of the Regulation.

26. A lump sum or a series of payments may be made to the owner on the grounds of financial hardship and need if the owner applies to the Trustee with a written consent signed by the Superintendent within the previous 12 months pursuant to Schedule 4 of the Regulation. Subject to Schedule 4 of the Regulation, the Trustee shall pay the owner the lowest of the consented net amount, the amount requested in the owner's application to the Trustee, and the Value of the Fund, within 30 days of receipt of the signed consent.
27. The Trustee hereby affirms the provisions contained in the Plan, and the conditions of this Addendum will take precedence over the provisions in the Plan in the case of conflicting or inconsistent provisions.
28. The Plan, as amended by this Addendum shall be governed and construed in accordance with the laws of the Province of Alberta.

Alberta LIRA
June 27, 2003

**ADDENDUM TO
CANADIAN SHAREOWNER INVESTMENTS INC.
RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST
FOR LOCKED-IN PENSION TRANSFERS TO A
LOCKED-IN RETIREMENT ACCOUNT ("LIRA")**

(SASKATCHEWAN LIRA)

• ***CANADIAN SHAREOWNER INVESTMENTS INC. [521-145] (the "Plan")***

For the purposes of this Addendum the word "Act" means *The Pension Benefits Act, 1992* (Saskatchewan), as amended and the word "Regulation" means *The Pension Benefits Regulations, 1993*, as amended, under the Act; the words "life annuity contract", "locked-in retirement account contract", "registered retirement income fund contract", "pension" and "spouse" have the same meanings as are respectively given to these words in Section 29 of the Regulation and Section 2 of the Act; and for purposes of this Addendum, the word "owner" shall mean a member or former member of a "plan" as defined under Section 2 of the Act; and notwithstanding anything to the contrary contained in this Plan, 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 *Income Tax Act* (Canada) respecting a registered retirement savings plan.

For the purposes of this Addendum, "owner" means the annuitant (as defined under subsection 146(1) of the *Income Tax Act* (Canada)) of the Plan.

Notwithstanding any provision set out in the owner's registered retirement savings plan declaration of trust (the "Plan") and the application in respect of the Plan, and except as permitted under applicable pension laws, the owner hereby acknowledges and agrees with The Canada Trust Company (the "Trustee") that the owner's Plan shall be administered on a "locked-in" basis, and in particular that:

- (a) Subject to paragraph (b), all money, including interest, gains and losses, that is subject to this Addendum ("locked-in amount") is to be used to provide or secure a pension that would be required by the Act and the Regulation.
- (b) No transfer of any locked-in amount shall be permitted except, subject to paragraph (h):
 - (i) to another locked-in retirement contract;
 - (ii) to purchase a life annuity contract as stipulated in subsection 146(1) of the *Income Tax Act* (Canada);
 - (iii) to purchase a registered retirement income fund contract; or
 - (iv) to a registered pension plan on the conditions referred to in clause 32(2)(a) of the Act.
- (c) The Trustee hereby affirms that the locked-in amount shall be invested in a manner that complies with the rules for the investment of money in a registered retirement savings plan pursuant to the *Income Tax Act* (Canada).

- (d) Where the locked-in amount is paid out contrary to the Act, the Regulation or this Addendum, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount of, and payable in the same manner as, the pension that would have been provided had the locked-in amount not been paid out.
- (e) The Trustee, before transferring out any locked-in amount from the Plan pursuant to paragraph (b) will advise the transferee in writing of the locked-in status of the money and make acceptance of the transfer subject to the conditions provided for in the Regulation.
- (f) If the Trustee does not comply with paragraph (e) and the transferee fails to pay the locked-in amount transferred in the form of a pension or in the manner required by the Regulation, the Trustee will provide or ensure the provision of the pension be referred to in paragraph (d).
- (g) The Trustee hereby acknowledges that the pension to be provided to the owner who:
 - (i) was a member of the plan from which the locked-in amount was transferred; and
 - (ii) has a spouse at the date when the pension commences;
 shall comply with Section 34 of the Act, unless the spouse waives the entitlement in the manner and in the form required by the Act and the Regulation.
- (h) On the death of the owner referred to in subparagraph (g)(i):
 - (i) the surviving spouse is entitled to the locked-in money in the Plan;
 - (ii) if there is no surviving spouse, the designated beneficiary of the owner is entitled to the locked-in money in the Plan;
 - (iii) if there is no surviving spouse or designated beneficiary of the owner, the estate of the owner is entitled to the locked-in money in the Plan; and
 - (iv) the locked-in money will be transferred to the surviving spouse, the designated beneficiary or the estate of the owner in accordance with paragraphs (i) to (m).
- (i) Subject to paragraph (j), a surviving spouse who is entitled to the locked-in money in the Plan pursuant to paragraph (h) may, within 180 days following the day on which proof of death of the owner is provided to the Trustee, elect:
 - (i) to transfer the locked-in money in the Plan in accordance with subsection 32(2) of the Act and pursuant to paragraph 60(1) and subsection 146(16) of the *Income Tax Act* (Canada); or
 - (ii) to receive a lump sum payment equal to the locked-in money in the Plan.
- (j) A surviving spouse who fails to make an election pursuant to paragraph (i) is deemed to have elected to receive the pension in the form of a lump sum payment pursuant to subparagraph (i)(ii).

- (k) If the owner who was a member of the plan from which the money was transferred dies leaving no surviving spouse, a lump sum payment equal to the locked-in money to which a surviving spouse would be entitled pursuant to paragraph (i) is to be paid:
 - (i) to the designated beneficiary of the owner; or
 - (ii) if there is no validly designated beneficiary, to the estate of the owner.
- (l) At any time before the date of death of the owner, the spouse of the owner:
 - (i) may waive the spouse's entitlement pursuant to paragraph (i) by delivering a written and signed waiver in the prescribed form to the Trustee; and
 - (ii) may revoke a waiver delivered pursuant to subparagraph (l)(i) by delivering a written and signed notice of revocation to the Trustee.
- (m) If a waiver pursuant to paragraph (l) is in effect on the date of death of the owner, paragraph (k) applies as if the owner died leaving no surviving spouse.
- (n) The Plan shall be subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.
- (o) Money that is not locked-in may be transferred to or held under the Plan and need not be held in a separate account, provided that such transfer is permitted under the Act, the Regulation and the *Income Tax Act* (Canada).
- (p) A life annuity contract purchased with the locked-in amount may not vary according to the sex of the owner.
- (q) Subject to paragraph (g), a lump sum or series of payments may be made to the owner, where a physician certifies that due to mental or physical disability the life expectancy of the owner is shortened considerably.
- (r) Subject to paragraph (s), the balance of the locked-in money in the Plan may be paid to the owner if such amount does not exceed 20 percent of the year's maximum pensionable earnings in effect in the year in which such withdrawal occurs.
- (s) The Trustee shall not permit a withdrawal pursuant to paragraph (r) unless the Trustee is satisfied that the owner has no other locked-in money.
- (t) No withdrawal, commutation or surrender of locked-in money is permitted except as permitted under the Regulation and where the amount is required to be paid to the taxpayer to reduce the amount otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
- (u) The locked-in money in the Plan is subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan).

- (v) Where an amount has been attached pursuant to paragraph (u), the Trustee shall deduct from the locked-in money in the Plan:
 - (i) an amount, not to exceed \$250, that reasonably represents the cost to the Trustee of complying with the attachment;
 - (ii) the total amount of taxes, if any, that are required to be deducted or withheld as a result of the attachment; and
 - (iii) the lesser of:
 - (A) the amount attached; and
 - (B) the remainder of the locked-in money in the Plan.
- (w) Where an amount has been attached pursuant to paragraph (u):
 - (i) the owner has no further claim or entitlement to any pension respecting the amount attached; and
 - (ii) the Trustee is not liable to any person by reason of having made payment pursuant to an attachment mentioned in paragraph (u).
- (x) Subject to clauses 29(4)(j) and (m) of the Regulation, the balance of the locked-in money in a Plan may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment and any transaction that purports to assign, charge, alienate or anticipate the balance of the locked-in money in a contract is void.
- (y) The conditions of this Addendum will take precedence over the provisions in the Plan in the case of conflicting or inconsistent provisions.
- (z) The Trustee hereby affirms the provisions contained in the Plan.

Approved September 22, 2006

**ADDENDUM TO CANADIAN SHAREOWNER INVESTMENTS INC.
RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST (the "Plan")
FOR LOCKED-IN PENSION TRANSFERS TO A
LOCKED-IN RETIREMENT ACCOUNT ("LIRA")**

(MANITOBA LIRA)

• **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145] (the "Plan")**

Upon receipt of locked-in money, the Trustee further agrees to the following:

1. For purposes of this Addendum, the word "Act" means *The Pension Benefits Act* (Manitoba), as amended, and the word "Regulation" means *The Pension Benefits Regulation*, as amended, under the Act.
2. For the purposes of this Addendum, the words "approved", "contract", "financial institution", "fund", "LIRA", "LIF", "LRIF", "life annuity contract", "spouse" and "transfer" have the same meanings as are respectively given to these words in sections 1 and 18.1 of the Regulation, the words "common-law partner", "pension benefit credit" and "pension plan" shall have the same meaning as given to these words in section 1(1) of the Act.
3. For the purposes of this Addendum, "owner" means the annuitant (as defined under subsection 146(1) of the *Income Tax Act* (Canada)) of the Plan.
4. Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part thereof, the words "spouse" or "common-law partner" do 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 registered retirement savings plans.
5. In accordance with subsection 21(18) of the Act, the Trustee shall not provide for or permit:
 - (a) different pensions, annuities or benefits based on differences in sex; or
 - (b) different options as to pensions, annuities or benefits based on differences in sex.
6. The pension to be provided to the owner, if he or she is or was a member of a pension plan and has a spouse or common-law partner, shall, at the time the pension payments begin, be a joint pension to which sections 23 and 24 of the Act apply.
7. Where the owner who is or was a member of a pension plan dies, the balance of the LIRA shall be paid:
 - (a) where the surviving spouse or common-law partner of the member has not received or is not entitled to receive a transfer under subsection 31(2) of the Act, to that surviving spouse or common-law partner, by way of a transfer to a fund for him or her or used to purchase a life

annuity contract for him or her pursuant to subsection 60(1) of the *Income Tax Act* (Canada); and

- (b) where there is no surviving spouse or common-law partner, to the designated beneficiary or the estate of the owner.
8. Upon a break-up of a marriage or common-law relationship of the owner, if the owner is or was a member of a pension plan, the balance of the LIRA shall be divided between the spouses or common-law partners in accordance with subsection 31(2) of the Act.
9. The LIRA shall be administered as a deferred life annuity under the Act until transferred as permitted by this Addendum or paid out in accordance with section 18.2 or 18.4 of the Regulation.
10. No transfer of all or part of the LIRA is permitted except:
- (a) a transfer to another approved LIRA, LIF or LRIF;
 - (b) to purchase a life annuity contract pursuant to subsection 146(1) of the *Income Tax Act* (Canada); or
 - (c) a transfer to another pension plan of which the owner is a member, if the transfer is permitted by the terms of that plan, and if the administrator, insurer or trustee of that plan agrees to administer the pension benefit credit as a deferred life annuity under the Act,
- and with respect to (a) and (b), the date of the transfer shall not be more than 30 days after the date of the request for transfer by the owner, unless the term agreed to for the investments has not expired.
11. Subject to subsection 31(2) of the Act and sections 14.1 to 14.3 of *The Garnishment Act* (Manitoba), the balance of the LIRA may not be assigned, charged, anticipated or given as security and any transaction purporting to do so is void, and is exempt from execution, seizure or attachment.
12. Despite any provision to the contrary in this Addendum, a lump sum payment or a series of payments, in accordance with subsection 21(6) of the Act, may be made to the owner, where, as evidenced by the written opinion of a qualified medical practitioner, the life expectancy of the owner is likely to be shortened considerably due to a mental or physical disability.
13. The balance of the LIRA will be invested in qualified investments for registered retirement savings plans under the *Income Tax Act* (Canada), and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is:
- (a) the owner of the LIRA;
 - (b) the spouse, common-law partner, parent, brother, sister or child of the owner; or
 - (c) the spouse or common-law partner of a parent, brother, sister or child of the owner.
14. If all or any part of the balance of the LIRA is paid out contrary to the Act or section 18.1 of the Regulation, the Trustee shall provide or ensure the provision of a pension benefit credit equal to that balance.
15. The Trustee shall, prior to transferring all or any part of the balance of the LIRA to another contract, ensure that the transfer is to an approved form of contract, that the transferee financial institution is advised in writing that the transferred amount must be administered as a deferred life annuity under

Owner:

NAME AND ADDRESS OF THE TRUSTEE:

The Canada Trust Company
79 Wellington Street West, 8th Floor
Toronto, Ontario M5K 1A2

Authorized Person:

Manitoba LIRA
Approved February 24, 2006



**Addendum To CANADIAN SHAREOWNER INVESTMENTS INC.
Retirement Savings Plan
Declaration Of Trust
For Locked-In Pension Transfers To A
Locked-In Retirement Account

(ONTARIO LIRA)**

- **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145]** (the “**Plan**”)

Upon receipt of locked-in money The Canada Trust Company (the “**Trustee**”) further declares as follows:

1. For the purposes of this Addendum:
 - (a) the word “**Act**” means the *Pension Benefits Act* (Ontario), as amended from time to time, and the word “**Regulation**” means the Regulation promulgated under the Act, as amended from time to time (the Act and the Regulation collectively being referred to as “**Applicable Pension Laws**”); and
 - (b) the word “**ITA**” means the *Income Tax Act* (Canada), as amended from time to time, and the term “**Applicable Tax Legislation**” means the ITA and any applicable provincial income tax legislation relating to retirement savings plans as designated in the Planholder’s address on the Application, as amended from time to time;
 - (c) the word “**Maturity**” means the date specified by the Planholder for the commencement of a retirement income, which date shall not be later than the end of the calendar year in which the Planholder attains age 69 or such age as may be required under the ITA from time to time;
 - (d) the word “**Planholder**” means a member or former member of a pension plan and the annuitant (as defined in subsection 146(1) of the ITA) of the Plan;
 - (e) the words “**excess amount**”, “**former member**”, “**life income fund**”, “**locked-in retirement account**”, “**locked-in retirement income fund**”, “**member**”, “**pension**”, “**pension fund**”, “**pension plan**”, “**spouse**” and “**Superintendent**” have the same meanings as are respectively given to these words in the Applicable Pension Laws. 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 subsection 21(2) of the Regulation, and each of a “life income fund” 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 or Schedule 2 to the Regulation, as applicable.

2. 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 retirement savings plans registered under the ITA.
3. Subject to the provisions of this Addendum, all money in the Plan including all investment earnings thereon (collectively, the “**Locked-In Amount**”) that is subject to any transfer to or from the Plan is to be used to provide or to secure a pension that would, but for the transfer and previous transfers, if any, be required by the Applicable Pension Laws.
4. No Locked-In Amount shall be withdrawn from the Plan, except:
 - (a) prior to Maturity, to transfer the money to a pension fund of a registered pension plan under which the Planholder is a member in accordance with Applicable Pension Laws and the ITA;
 - (b) prior to Maturity, to transfer the money to another locked-in retirement account under which the Planholder is the annuitant in accordance with the ITA;
 - (c) to purchase an immediate or deferred life annuity described in subsection 21(2.1) of the Regulation that both meets the requirements of section 22 of the Regulation and complies with the requirements of paragraph (a) of the definition of the term “retirement income” contained in subsection 146(1) of the ITA; provided that any deferred life annuity must commence no later than the end of the year in which the Planholder attains 69 years of age, or such age as may be required under the ITA from time to time, and provided further that any such immediate or deferred life annuity is issued by a person authorized under the laws of Canada or a province to sell annuities;
 - (d) prior to Maturity, to transfer the money to a life income fund under which the Planholder is the annuitant in accordance with the ITA;
 - (e) prior to Maturity, to transfer the money to a locked-in retirement income fund under which the Planholder is the annuitant in accordance with the ITA; or
 - (f) in the case of marriage breakdown or separation in accordance with the Applicable Pension Laws and paragraph 146(16)(b) of the ITA, a transfer or purchase by the Planholder's spouse in accordance with the transfer or purchase options provided in paragraphs 4(b), 4(d) and 4(e) of this Addendum.
5. Except as permitted by subsection 65(3) of the Act and the ITA, no Locked-In Amount may be assigned, charged, anticipated or given as security and unless permitted by the

Act, any transaction purporting to assign, charge, anticipate or give as security the Locked-In Amount is void.

6. Subject to sections 7 and 16 of this Addendum, no Locked-In Amount will be commuted or surrendered during the lifetime of the Planholder and any transaction which would contravene this section 6 is void.
7. Notwithstanding sections 4 and 6 of this Addendum:
 - (a) if an excess amount has been transferred into the Plan, the Planholder may, upon application to the Trustee in a form approved by the Superintendent 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 Plan 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 Plan, as calculated by the Trustee,

calculated as of the date on which the Trustee pays the money to the Planholder in accordance with the provisions of this paragraph 7(a).
 - (b) the Planholder may, upon application to the Trustee on a form approved by the Superintendent accompanied by a written declaration or statement described in section 22.3(4) of the Regulation, and in a form acceptable to the Trustee, withdraw all of the money in the Plan if, when the Planholder 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 Planholder 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 Planholder may, upon application to the Trustee on a form approved by the Superintendent accompanied by a physician's written statement as described in section 22.4(4)1 of the Regulation and a written declaration or statement described in section 22.4(4)2 of the Regulation, both in a form acceptable to the Trustee, withdraw all or part of the money in the Plan if, when the Planholder signs the application, he or she has an illness or physical disability that is likely to shorten the Planholder's life expectancy to less than two years.
 - (d) the Planholder may, upon application to the Trustee on a form approved by the Trustee accompanied by a declaration in form acceptable to the Trustee, withdraw

money in the Plan if the Planholder satisfies the requirements of subsection 50(1) or 50(2) of the Act and to the extent permitted therein.

- (e) the Planholder may, upon application to the Trustee, withdraw money in the Plan where the Superintendent is satisfied as to the Planholder's circumstances of financial hardship and has consented in writing to the commutation of such money pursuant to section 67 of the Act.
 - (f) the Trustee is entitled to rely upon the information provided by the Planholder in any application made under paragraphs 7(a) to 7(e), inclusive, of this Addendum, and any application that meets the requirements of any such paragraph, when accompanied by a written declaration and/or statement(s) referred to therein, constitutes authorization to the Trustee to pay money to the Planholder 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. For the purpose of paragraph 7(b) of this Addendum, the value of all assets in all locked-in retirement accounts, life income funds and locked-in retirement income funds owned by the Planholder when he or she signs the application under paragraph 7(b) of this Addendum is to be determined in accordance with the most recent statement about each such account or fund given to the Planholder, each such statement being dated within one year before the Planholder signs the application. The Trustee shall make the payments to which the Planholder is entitled under paragraphs 7(a) to 7(c), inclusive, of this Addendum within 30 days after the Trustee receives the duly completed application form and required accompanying declaration and/or statement(s).
8. The Trustee will not permit any subsequent transfer of the Locked-In Amount, except,
- (a) where the transfer is permitted under the Applicable Pension Laws and the ITA; and
 - (b) the transferee agrees to administer the amount transferred as a pension or a deferred pension in accordance with the Applicable Pension Laws and the ITA.
9. The Trustee will advise in writing any subsequent transferee that the Locked-In Amount transferred must be administered as a pension or deferred pension under the Applicable Pension Laws and in accordance with the ITA.
10. On the death of the Planholder who was a former member of a pension plan, the Trustee will administer the funds held in the Plan in accordance with section 48 of the Act and will make such transfers as it is properly directed to make in accordance with the provisions of the Applicable Pension Laws. All amounts administered and transferred in accordance with this section shall be administered and transferred in accordance with the provisions of the ITA. The entitlement to the funds held in the Plan on the death of the Planholder will be determined in accordance with the requirements of both the Applicable Pension Laws and the ITA.

11. Any immediate or deferred life annuity that is purchased with funds from the Plan shall not differentiate on the basis of the sex of the beneficiary to the extent that the commuted value of the pension benefits transferred to the Plan were determined in a manner that did not differentiate on the basis of sex, as communicated to the Trustee by the Planholder.
12. Without limiting any indemnity provided by the Planholder, his legal personal representatives and beneficiaries under the Declaration of Trust or otherwise, the Planholder, his legal personal representatives and each beneficiary under the Plan will at all times indemnify and save harmless the Trustee from and against 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 Planholder, 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.
13. If the Planholder has not provided the Trustee with the necessary documentation to start a pension, the Trustee will, before the end of the calendar year in which the Planholder attains the age of 69 years:
 - (a) purchase an immediate life annuity contract for the Planholder which meets the requirements set out in paragraph 4(c) of this Addendum; or
 - (b) transfer the balance in the Plan to a life income fund under which the Planholder is the annuitant,and the Planholder hereby appoints the Trustee as its attorney in fact to execute all such documents and to make all such elections as are necessary or desirable to effect the foregoing.
14. Notwithstanding any other provisions contained in this Addendum, the terms and conditions contained in this Addendum may be amended by the Trustee at any time and from time to time, provided that such amendments are consistent with the continued registration of the Plan (as amended by this Addendum) under Applicable Tax Legislation and the continued compliance of the Plan (as amended by this Addendum) with the Applicable Pension Legislation. Amendments so made shall take effect on the first day following 30 days' notice thereof by mail to the Planholder at his address appearing on the records of the Trustee. In addition, the terms of this Addendum shall be amended from time to time without notice to the Planholder in order that the Plan complies with the provisions of the Applicable Tax Legislation and the Applicable Pension Legislation.
15. 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 Plan or otherwise, of the fees and other amounts described in the Declaration of Trust.
16. Notwithstanding any provision contained herein, the Trustee shall upon receipt of the Planholder's written request, refund the taxpayer from the Plan any amount required to reduce the amount of tax otherwise payable under Part X.1 of the ITA.

17. The Trustee hereby affirms the provisions contained in the Declaration of Trust.
18. The terms and conditions of this Addendum will take precedence over the provisions contained in the Declaration of Trust in the case of conflicting or inconsistent provisions.
19. The Plan, as amended by this Addendum, shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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

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

	}	
	}	
	}	
Signature of Witness		Signature of Planholder

Name of Planholder (please print)

**Addendum to CANADIAN SHAREOWNER INVESTMENTS INC.
Retirement Savings Plan Declaration of Trust
for Locked-In Pension Transfers to a
Locked-In Retirement Account ("LIRA")**

(Newfoundland and Labrador)

- **CANADIAN SHAREOWNER INVESTMENTS INC. Retirement Savings Plan [521-145] (the "Plan")**

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

1. For the purposes of this Addendum, the word "**Act**" means the *Pension Benefits Act* (Newfoundland and Labrador), the word "**Directives**" means the Directives issued under the Act, and the word "**Regulations**" means the Regulations made under the Act (the Act, Directives and Regulations collectively referred to as the "**Applicable Pension Legislation**").
2. For the purposes of this Addendum, the words "**cohabiting partner**", "**former member**", "**former spouse**", "**life income fund**", "**locked-in retirement account**", "**locked-in retirement income fund**", "**member**", "**pension**", "**pension benefit**", "**pension plan**", "**principal beneficiary**", "**spouse**" and "**Superintendent**" have the same meanings as are respectively given to these words in the Applicable Pension Legislation.
3. For the purposes of the Addendum, the word "**owner**" means the member or former member of a pension plan who is the annuitant (as defined in subsection 146(1) of the *Income Tax Act* (Canada)) of the Plan and, unless otherwise stated, includes the principal beneficiary or former principal beneficiary of the member or former member if the principal beneficiary or former principal beneficiary is entitled to a pension benefit as a result of the death of the member or former member or as a result of marriage breakdown.
4. Notwithstanding anything to the contrary contained in 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 *Income Tax Act* (Canada) respecting retirement savings plans registered under the *Income Tax Act* (Canada).
5. Subject to the provisions of this Addendum, all money in the Plan, including all investment earnings thereon (collectively the "**Locked-in Amount**") that is subject to any transfer to or from the Plan is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Applicable Pension Legislation.
6. The Locked-in amount shall not be withdrawn from the Plan, except:

- (a) prior to maturity, to transfer the money to a pension fund of a registered pension plan under which the owner is a member;
 - (b) prior to maturity, to transfer the money to another locked-in retirement account (“**LIRA**”) of the owner;
 - (c) to purchase a life annuity contract that is provided by a person authorized under the laws of Canada or a province to sell annuities as defined in subsection 146(1) of the *Income Tax Act* (Canada) under an insurance contract that meets the requirements of Directive No. 4 and Directive No.6, commencing not before the person who is to receive the pension benefit obtains the earlier of;
 - (i) age of 55 years, or
 - (ii) the earliest date on which the former member is entitled to receive a pension benefit under a pension plan from which the money was transferred to the Plan as a result of termination of employment or termination of the pension plan.
 - (d) to transfer the money to a life income fund (“**LIF**”) that meets the requirements of Directive No. 5; or
 - (e) to transfer the money to a locked-in retirement income fund (“**LRIF**”) that meets the requirements of Directive No.17.
7. The Locked-in Amount may not be assigned, charged, anticipated or given as security and any transaction purporting to assign, charge, anticipate or give as security the Locked-in Amount is void, except as permitted by section 37 of the Regulations.
 8. Except as provided in Part VI of the Act, the Locked-In Amount shall not be commuted or surrendered during the lifetime of the owner and any transaction purporting to surrender or commute the Locked-In Amount is void.
 9. The Locked-in Amount shall be invested in a manner that complies with the rules of investment pertaining to registered retirement savings plans contained in the *Income Tax Act* (Canada); and will not be invested directly or indirectly in any mortgage in respect of which the mortgagor is the owner or the parent, brother, sister or child of the owner or the principal beneficiary of any of those persons.
 10. If money is paid out contrary to the Applicable Pension Legislation, the Trustee will provide or ensure the provision of a pension benefit equal in value to the pension benefit that would have been provided had the money not been paid out.
 11. The Trustee shall not permit any subsequent transfer of the Locked-in Amount, except,
 - (a) where the transfer would be permitted under the Act or the *Income Tax Act* (Canada); and

- (b) the transferee financial institution agrees to administer the amount transferred as a pension benefit in accordance with the Act.
12. The Trustee will advise any transferee financial institution in writing that the Locked-in Amount transferred must be administered as a pension benefit under the Applicable Pension Legislation.
 13. The pension benefit payable to a former member who has a principal beneficiary at the date the pension commences shall be a joint and survivor pension benefit with at least 60% continuing to be payable to the survivor for life after the death of either unless the principal beneficiary waives the entitlement in the form and manner prescribed by the Superintendent.
 14. On the death of a former member who has a principal beneficiary, the surviving principal beneficiary, or where there is no surviving principal beneficiary or the surviving principal beneficiary has waived entitlement in the form and manner prescribed by the Superintendent, a designated beneficiary, or where there is no designated beneficiary, the estate of the member or former member is entitled to a lump sum payment of the full value of the Plan.
 15. Where the owner is not a former member, the full value of the Plan shall be paid to the designated beneficiary or, where there is no beneficiary, to the owner's estate.
 16. Money that is not locked-in will not be transferred to or held under the Plan.
 17. The Plan is subject, with necessary modifications, to the division of pension benefits on marriage breakdown provisions in Part VI of the Act. Any division of the Locked-in Amount shall be effected in compliance with paragraph 146(16)(b) of the *Income Tax Act* (Canada).
 18. Notwithstanding any provision contained herein, the Trustee shall upon receipt of the annuitant's written request, refund to the taxpayer any amount paid to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
 19. Notwithstanding any provision contained herein, the owner may withdraw money as a lump sum or series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the owner is likely to be shortened considerably, but where the owner is a former member of a pension plan such payment may only be made if the principal beneficiary of the former member has waived the joint and survivor pension entitlement in a form and manner prescribed by the Superintendent.
 20. Notwithstanding any provision contained herein, on application by the owner to the Trustee for payment, a lump sum payment equal to the value of the Plan may be made to the owner if, at the time that the owner signs the application, the following conditions are met,
 - (a) the value of all assets in all LIRAs, LIFs and LRIFs owned by him or her and governed by the Applicable Pension Legislation is less than 10% of the year's maximum pensionable earnings ("YMPE") under the *Canada Pension Plan* ("CPP") for that calendar year; or

- (b) (i) the owner has reached the earlier of age 55 or the earliest date on which the owner would have been entitled to receive a pension benefit under a pension plan from which money was transferred, and (ii) the value of the owner's assets in all LIRAs, LIFs and LRIFs governed by the Applicable Pension Legislation is less than 40% of the YMPE under the CPP for that calendar year.

21. An application for payment under section 20 of this Addendum shall be

- (a) on a form approved by the Superintendent, and
- (b) accompanied by a waiver by the principal beneficiary of a former member of a pension plan of joint and survivor pension entitlement, in the form and manner required by the Superintendent.

22. If the owner has not provided the Trustee with the necessary documentation to commence a pension, the Trustee will, before the end of the calendar year in which the owner attains the age of 69 years:

- (a) purchase an immediate life annuity contract for the owner which meets the requirements set out in paragraph 6(c) of this Addendum; or
- (b) transfer the balance of the Plan to a LIF under which the owner is the annuitant,

and the owner hereby appoints the Trustee as its attorney in fact to execute all such documents and to make all such elections as are necessary to effect the foregoing.

23. Where the commuted value of a pension benefit which was transferred to the Plan was determined in a manner that did not differentiate on the basis of sex, the immediate or deferred life annuity purchased with the funds in the arrangement shall not differentiate on the basis of the sex of the recipient.

24. The provisions contained in this Addendum may be amended by the Trustee at any time and from time to time, provided that any such amendment shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the *Income Tax Act* (Canada) and any applicable provincial income tax legislation (the "**Applicable Tax Legislation**"), and provided that such amendments are consistent with the continued compliance of the Plan with the Applicable Pension Legislation. Amendments so made shall take effect on the first day following 30 days notice thereof by mail to the owner at his address appearing on the records of the Trustee.

25. Notwithstanding the provision of section 24 of this Addendum, the Plan may be amended from time to time without notice to the owner in order that the Plan complies with the Applicable Pension Legislation and the Applicable Tax Legislation.

26. The Trustee hereby affirms the provisions contained in the Declaration of Trust.

27. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust, in the case of conflicting or inconsistent provisions.

28. The Plan, as amended by this Addendum, shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador.

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

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

Owner's Signature

Name of Owner (please print)

Newfoundland and Labrador LIRA
Approved April 22, 2003

**Addendum To
Retirement Savings Plan Declaration of Trust (the “Plan”)
For CANADIAN SHAREOWNER INVESTMENTS INC.
For Locked-In Pension Transfers To A
Locked-In Retirement Account (the “Account”)**

(Nova Scotia LIRA)

- **CANADIAN SHAREOWNER INVESTMENTS INC. [521-145]**

Upon receipt of locked-in money, The Canada Trust Company (the “Trustee”) further declares as follows:

- (a) For the purposes of this Addendum, the word “Act” means *Pension Benefits Act (Nova Scotia)*, as amended time to time, and the word “Regulations” means the Regulations made under the Act, as amended time to time (the Act and the Regulations collectively being referred to as “Applicable Pension Laws”).
- (b) For the purposes of this Addendum, the words “spouse”, “common-law partner”, “pension”, “pension plan”, “pension fund”, “member”, “life income fund” and “locked-in retirement account” have the same meanings as are respectively given to these words in the Act and the Regulations and the word “Planholder” means a member or former member of a pension plan and the annuitant for purposes of subsection 146(1) of the *Income Tax Act (Canada)*.
- (c) Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part thereof, “spouse” or “common-law partner” do 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 retirement savings plans registered under the *Income Tax Act (Canada)*.
- (d) Subject to section (e) of this Addendum, all money in the Plan, including all investment earnings, that is subject to any transfer to or from the Plan is to be used to provide or to secure a pension that would, but for the transfer and previous transfers, if any, be required by the Applicable Pension Laws.
- (e) No money in the Account shall be withdrawn, except:
 - (i) for transfer to a pension fund of a registered pension plan under which the Planholder is a member in accordance with the Act, the Regulations and the *Income Tax Act (Canada)*;
 - (ii) for transfer to another locked-in retirement account of the Planholder in accordance with the *Income Tax Act (Canada)* and section 22 of the Regulations;

- (iii) to purchase only an immediate or deferred life annuity described in section 24 of the Regulations and subsection 146(1) of the *Income Tax Act (Canada)* that is provided by a person authorized under the laws of Canada or a province to sell annuities as defined in section 248 of the *Income Tax Act (Canada)* under an insurance contract that meets the requirements of the Regulations;
- (iv) for transfer to a life income fund registered as a retirement income fund of the Planholder in accordance with the *Income Tax Act (Canada)*;
- (v) for payment in accordance with section 27 or 28 of the Regulations (small amounts at age 65 or considerably shortened life expectancy); or
- (vi) in the case of relationship breakdown, in accordance with the Applicable Pension Laws and paragraph 146(16)(b) of the *Income Tax Act (Canada)*, a transfer or purchase by the Planholder's spouse or common-law partner in accordance with the transfer or purchase options provided in subsections (e)(i)-(v) herein.
- (f) Except as permitted by the Act, money in the Account shall not be assigned, charged, anticipated or given as security.
- (g) Except as permitted by the Act, any transaction purporting to assign, charge, anticipate or give the money in the Account as security is void.
- (h) Except as permitted by the Act, money in the Account is exempt from execution, seizure or attachment.
- (i) Except as permitted by the Applicable Pension Laws, money transferred, including investment earnings, will not be commuted or surrendered during the lifetime of the Planholder and any transaction purporting to surrender or commute the money in the Account is void.
- (j) The Trustee will not permit any subsequent transfer unless,
 - (i) the transfer would be permitted under the Applicable Pension Laws and the *Income Tax Act (Canada)*, and
 - (ii) the subsequent transferee agrees to administer the amount transferred as a pension or a deferred pension in accordance with the Applicable Pension Laws.
- (k) The Trustee will advise in writing any subsequent transferee that the amount transferred must be administered as a pension or deferred pension under the Applicable Pension Laws.
- (l) On the death of the Planholder, the Planholder's spouse or common-law partner in accordance with paragraph 60(1) of the *Income Tax Act (Canada)*, or if there is no spouse or common-law partner, the Planholder's beneficiary (or beneficiaries) or estate, shall be entitled to the full value of the Account.

- (m) Any immediate or deferred life annuity that is purchased with funds from the Account shall not differentiate on the basis of the sex of the beneficiary to the extent that the commuted value of the pension benefits transferred to the Plan were determined in a manner that did not differentiate on the basis of sex.
- (n) The income payable under an annuity that is purchased from funds from the Account must not begin before the earlier of:
 - (i) the earliest date on which the Planholder is entitled to receive pension benefits under the Act as a result of termination of employment or termination of membership in any pension plan from which money was transferred into the Account; and
 - (ii) the earliest date on which the Planholder is entitled to receive pension benefits under any pension plan described in clause (i) as a result of termination of employment or termination of membership in the plan.
- (o) Notwithstanding any provision contained herein, the Trustee shall upon receipt of the Planholder's written request, refund to the taxpayer an amount paid to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act (Canada)*.
- (p) The Trustee hereby affirms the provisions contained in the Plan.
- (q) The conditions of this Addendum will take precedence over the provisions of the Plan in the case of conflicting or inconsistent provisions.

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

NS LIRA
Approved March 21, 2003