

**ADDENDUM TO THE CANACCORD GENUITY CORP. SELF-DIRECTED RETIREMENT INCOME FUND**

THIS ADDENDUM dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**BETWEEN:**

\_\_\_\_\_ (herein referred to as the "Annuitant")

**AND:**

**COMPUTERSHARE TRUST COMPANY OF CANADA,**  
a trust company existing under the laws of Canada, and having an office at  
510 Burrard Street, Vancouver, B.C. V6C 3B9 (herein referred to as the "Trustee")

**WHEREAS** the Annuitant has established a Canaccord Genuity Corp. Self-Directed Retirement Income Fund specimen plan number **RIF-543** (the "**RIF**") and Annuitant Account number \_\_\_\_\_ with the Trustee under the relevant provisions of the Tax Act as defined below;

**AND WHEREAS** the Annuitant has established by virtue of this Addendum a Locked-In Retirement Income Fund (the "**LRIF**") established as a locked-in registered retirement income fund under the Tax Act to receive certain benefits (the "**Benefits**");

**AND WHEREAS** the Trustee is willing to accept such transfer.

**NOW THEREFORE** this Addendum witnesseth, and the parties hereto agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, as follows:

**Definitions**

1. For the purposes of this Addendum, "**Tax Act**" means the Income Tax Act (Canada) as amended, "**Act**" means The Pension Benefits Act, 1992 (Saskatchewan) as amended and "**Regulations**" means The Pension Benefits Regulations, 1993, as amended, under the Act.
2. For the purposes of this Addendum, the words "**life annuity contract**", "**locked-in retirement account contract**" and "**locked-in retirement fund contract**" have the same meanings as are respectively given to these words in section 31 of the Regulations, and the words "**pension**" and "**spouse**" have the same meanings as are respectively given to these words in subsection 2(1) of the Act.
3. Notwithstanding anything to the contrary contained in the RIF and this Addendum, (collectively the "**Plan Documents**"), including any endorsements forming a part thereof, "**spouse**" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Tax Act respecting registered retirement income funds.

**Contributions**

4. The assets in the LRIF shall include all locked-in money and securities deposited into the LRIF, and shall include all interest, gains and losses incurred thereon.
5. The Annuitant acknowledges that all of the Annuitant's Benefits to be transferred are pension benefits which are subject to the locking-in provisions of Act. The Annuitant further acknowledges that the present value of such Benefits to be transferred to the LRIF are being transferred from a locked-in retirement account contract, another locked-in retirement income fund contract, a former employer's registered pension plan, a policy as defined by section 42 of The Pension Benefits Regulations, Sask. c.P-6, Reg. 1, or the Saskatchewan Pension Plan established by the Saskatchewan Pension Plan Act.

**Fiscal Year of LRIF**

6. The fiscal year of the LRIF ends on December 31 of each year and may not exceed 12 months.

**Transfers from LRIF**

7. The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the assets in the LRIF:
  - (i) to another locked-in registered retirement income fund contract provided that the minimum amount as defined under subsection 146.3 (1) of the Tax Act is retained before transferring the balance of the LRIF in order to comply with paragraph 146.3(2) (e.1) or (e.2) of the Tax Act;
  - (ii) to purchase a life annuity contract as stipulated in the Tax Act; or
  - (iii) to a locked-in retirement account contract.

**Investment Rights of Annuitant**

8. The rights of the Annuitant with respect to the investment of the balance of the assets in the LRIF are as set out in the Declaration of Trust attached hereto.

**Valuation**

9. The method and factors used to establish the value of the assets in the LRIF or the assets in the LRIF for purposes of paragraphs 7 and 13 of this Addendum are as follows. The assets of the LRIF shall be valued at their fair market value immediately prior to the date (the "**valuation date**") on which such assets are used to purchase a life annuity contract or otherwise transferred or paid out of the LRIF. In order to determine fair market value regard may be had to any comparable arm's length transactions that occur on the valuation date or within a reasonable time prior to the valuation date. Where possible such arm's length transactions should involve a cash sale of assets of the same class or kind as those held by the LRIF. If a comparison of this nature is not possible, then regard may be had to arm's length transactions that involve assets of a similar class or kind, with such modifications as the circumstances may require. If arm's length transactions involving assets of a similar class or kind are not available, then regard may be had to such other considerations as may reasonably be considered to be relevant, including, without limitation, the book value of the asset or the replacement cost of the asset.

**Pay Out Contrary to Law**

10. Where the assets in the LRIF are paid out contrary to the Act or section 31 of the Regulations, the Trustee 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 assets not been paid out.

**Conditions of Transfer**

11. The Trustee, before transferring out the assets in the LRIF pursuant to paragraph 7 of this Addendum, will advise the transferee financial institution in writing of the locked-in status of the balance of the assets in the LRIF and make acceptance of the transfer by the transferee financial institution subject to the conditions provided in section 31 of the Regulations.
12. If the Trustee does not comply with paragraph 11 of this Addendum and the transferee financial institution fails to pay the assets in the LRIF transferred in the form of a pension or in the manner required by section 31 of the Regulations, the Trustee will provide or ensure the provision of the pension referred to in paragraph 10 of this Addendum.

**Death of Annuitant**

13. On the death of the Annuitant who was a member of the plan from which the locked-in money was transferred, either directly or indirectly, the balance of the assets in the LRIF, to the extent permitted by the Tax Act, shall be paid:
  - (i) where the Annuitant had a spouse at the date of death who survives the Annuitant for 30 days or more, to the surviving spouse; or
  - (ii) where there is no surviving spouse, or where the spouse does not survive the Annuitant for 30 days or more, to a designated beneficiary, or if there is no designated beneficiary, to the personal representative of the Annuitant's estate in his or her representative capacity.

**Transferable Securities**

14. Where the LRIF holds identifiable and transferable securities, a transfer into or out of the LRIF may, at the option of the Trustee and with the consent of the Annuitant, be effected by the remittance of the investment securities of the LRIF.

**Investments**

15. The assets in the LRIF shall be invested in a manner that complies with the rules for the investment of a registered retirement income fund pursuant to the Tax Act.

**Information**

16. The Trustee will provide the Annuitant with the information specified in subsections 31(12), 31(13) and 31(14) of the Regulations.

**Spousal Relationship Breakdown**

17. The LRIF is subject, with any necessary modification, to the enforcement of maintenance orders provisions in section 50 of the Act, and to the division on marriage breakdown provisions in Part VI of the Act.

**Shortened Life Expectancy**

18. Notwithstanding anything in the Plan Documents to the contrary, a withdrawal of the balance of the assets in the LRIF may be made as a lump sum or series of payments to the Annuitant, for the purposes of subsection 39(2) of the Act, where a physician certifies that due to mental or physical disability the life expectancy of the Annuitant is likely to be shortened considerably.

**Calculation of Payment Amount**

- 19. The amount of income paid out of the LRIF during a fiscal year may not exceed the greater of:
  - (i) the value of the balance of the assets in the LRIF at the beginning of that fiscal year less the net amount transferred into the LRIF, being the sum of the original amount transferred in and further amounts, if any, transferred in less all amounts transferred out of the LRIF;
  - (ii) the investment return earned in the previous fiscal year; and
  - (iii) if the payment is being made in the fiscal year in which the LRIF was established or in the fiscal year immediately following its establishment, 6% of the value of the balance of the assets in the LRIF at the beginning of that fiscal year; except that for the initial year of the LRIF, the maximum amount shall be adjusted in proportion to the number of months in the fiscal year divided by 12, with any part of an incomplete month counting as one month.
- 20. The amount of income paid out of the LRIF during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds pursuant to the Tax Act.
- 21. Where the maximum amount in paragraph 19 of this Addendum is less than the minimum amount in paragraph 20 of this Addendum, paragraph 20 of this Addendum applies.
- 22. Where the assets in the LRIF are derived from assets transferred directly or indirectly during the first fiscal year from another locked-in retirement income fund contract of the Annuitant, the maximum amount in paragraph 19 of this Addendum is equal to zero with respect to those assets.
- 23. Where assets are transferred to the LRIF with respect to which the assets have previously been transferred:
  - (i) other than from another locked-in retirement income fund contract, either directly or indirectly; and
  - (ii) after the beginning of the fiscal year of the LRIF;
 the maximum amount in paragraph 19 of this Addendum shall be adjusted by adding an amount calculated in accordance with paragraph 19 of this Addendum, assuming the transfer was being made into a separate locked-in retirement income fund and not this LRIF, and assuming that the transfer occurred in the initial fiscal year of the LRIF.

**No Withdrawal**

24. Subject to the terms of this Addendum, no withdrawal, commutation or surrender of money is permitted except where an amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the Tax Act.

**No Assignment**

25. The assets in the LRIF may not be assigned, charged, alienated or anticipated and are exempt from execution, seizure or attachment. Any transaction that purports to assign, charge, alienate or anticipate the assets in the LRIF is void.

**Amendment**

26. The Trustee, may from time to time, unilaterally and without other notice, amend this Addendum in order to bring it into compliance with the Act, the Regulations and the Tax Act.  
The Trustee, may from time to time, at its discretion, make other amendments to this Addendum by giving sixty (60) days written notice to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the LRIF as a registered retirement income fund within the meaning of the Tax Act. When the Annuitant has received from the Trustee a sixty (60) day written notice indicating the purpose of the amendment and the date to which the Annuitant's right of transfer may be exercised, the Annuitant may elect to transfer the balance of the LRIF at any time before the effective of the amendment.  
Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Act and the Tax Act.

**Declaration of Trust Affirmed**

27. The Trustee hereby affirms the provisions contained in the Plan Documents take effect as of the date first above written.

**Interpretation**

- 28. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
- 29. All references herein to any statute, regulation or any provision thereof shall mean such statute, regulation or any provision thereof as the same may be re-enacted or replaced from time to time.
- 30. This Addendum shall be construed and enforced according to the laws of the Province of Saskatchewan and the laws of Canada as applicable.

**Counterparts**

31. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one instrument.

**IN WITNESS WHEREOF** the parties have executed this Addendum as of the date first written above and shall bind the Trustee, its Agents and the Annuitant and their respective successors and assigns effective from the date of transfer of assets into the LRIF.

**YOUR CURRENT MARITAL STATUS:**

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

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

\_\_\_\_\_  
**NAME OF ANNUITANT (PRINT)**

\_\_\_\_\_  
**SIGNATURE OF ANNUITANT**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

per: \_\_\_\_\_

per: \_\_\_\_\_



**Form 3**

[Subsection 34(4) of *The Pension Benefits Act, 1992*]

**SPOUSE’S WAIVER OF 60% POST-RETIREMENT SURVIVOR BENEFIT**

I, \_\_\_\_\_  
*(print or type full name of spouse)*

certify that I am the spouse (within the meaning of clause 2(1)(ff) of *The Pension Benefits Act, 1992*) of  
\_\_\_\_\_  
*(print or type full name of member or former member)*

(hereinafter called “the pensioner”) who is a member or former member of a registered pension plan that is subject to the provisions of *The Pension Benefits Act, 1992*.

1. I understand that, in the absence of this waiver, on the death of the pensioner, I am entitled to a pension of at least 60% of the original amount of the pension payable to the pensioner;
2. I also understand and declare that, by signing this waiver:
  - (a) I am giving up my entitlement, on the death of the pensioner, to a pension of at least 60% of the original amount of the pension payable to the pensioner;
  - (b) I am permitting the pensioner to receive a pension that does not comply with section 34 of *The Pension Benefits Act, 1992*; and
  - (c) on the death of the pensioner, I may receive no pension or may receive a pension of less than 60% of the original amount of the pension payable to the pensioner.
3. I certify that this waiver is being signed freely and voluntarily without any compulsion on the part of the pensioner and outside the immediate presence of the pensioner.
4. I understand that this waiver is not valid if it is signed more than 90 days before pension commencement.
5. I understand that I may revoke this waiver at any time before pension commencement by providing written notice to the administrator of the pension plan or issuer of the contract, as the case may be.

In witness whereof, I sign this waiver at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of

\_\_\_\_\_  
*(print or type name of witness)*

of \_\_\_\_\_  
*(address of witness)*

\_\_\_\_\_  
*(Signature of witness)*

\_\_\_\_\_  
*(Spouse’s signature)*

**COMMENTS AND INSTRUCTIONS**  
**FORM 3**  
**SPOUSE'S WAIVER OF 60% POST-RETIREMENT SURVIVOR BENEFIT**

This waiver must be completed by the spouse of a member or former member (hereinafter called "the pensioner") of a pension plan, that is subject to the provisions of *The Pension Benefits Act, 1992* (the *Act*), where the spouse wishes to waive his or her entitlement to the post-retirement survivor benefit provided under section 34 of the *Act*.

The post-retirement survivor benefit provided under the *Act* ensures that, on the death of a pensioner, the surviving spouse will continue to receive a lifetime benefit of at least sixty per cent of the pension that was being paid to the pensioner. The pensioner may elect a pension that does not offer this survivor benefit only if the spouse completes and signs this waiver.

Under *The Pension Benefits Act, 1992*, a spouse is the spouse of a former member at the day on which the pension is payable to the former member. "Spouse" means:

- (a) a person who is married to a member or former member; or
- (b) if a member or former member is not married, a person with whom the member or former member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the member or former member as his or her spouse for at least one year prior to the relevant time.

This waiver must be completed and signed by the spouse if the pensioner has assets in:

- a registered pension plan;
- a locked-in retirement account contract; or
- a registered retirement income fund contract;

and the pensioner wishes to elect a form of pension that does not provide the spouse with a survivor benefit of at least sixty per cent of the pension payable to the pensioner.

The waiver must be:

- completed in its entirety;
- signed outside of the immediate presence of the pensioner;
- signed by the spouse and witnessed not earlier than 90 days prior to the date that the pension payments are to commence; and
- filed with:
  - (a) the administrator of the registered pension plan if the assets are still held by the plan; or
  - (b) the financial institution that issued the locked-in retirement account contract or the registered retirement income fund contract holding the assets of the pensioner.

The waiver may be revoked at any time prior to the commencement of the pension payments by providing notice in writing to the administrator of the registered pension plan or the issuer of the contract.

***We strongly urge the spouse to seek independent legal advice before signing this waiver.***