

**ADDENDUM FOR A MANITOBA PRESCRIBED REGISTERED
RETIREMENT INCOME FUND ("Prescribed PRIF")
Pursuant to *The Pension Benefits Act* (Manitoba)**

**FIDELITY CLEARING CANADA ULC SELF-DIRECTED RETIREMENT INCOME FUND
CRA Specimen Plan No. 1735**

Plan Issuer – TSX Trust Company
301-100 Adelaide Street West
Toronto, Ontario M5H 4H1

Acting through its Agent, Fidelity Clearing Canada ULC

1. **Pension Legislation.** For the purposes of this Addendum, "Act" means *The Pension Benefits Act* (Manitoba), "Regulation" means the *Pension Benefits Regulation* made under the Act and "Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended from time to time.
2. **Definitions.** All terms in this Addendum which are used in the Act or Regulation have the same meaning as under the Act or Regulation. "Plan" means the Fidelity Clearing Canada ULC Self-Directed Retirement Income Fund. "Planholder" means the planholder or annuitant under the Declaration of Trust and application form in respect of the Plan.
3. **Spouse and Common-Law Partner.** "Spouse" where used in relation to the Planholder means the individual who is married to the Planholder.

The "Common-Law Partner" of the Planholder means:

- (a) a person who, with the Planholder, registered a common-law relationship under section 13.1 of *The Vital Statistics Act*, or
- (b) a person who, not being married to the Planholder, cohabited with him or her in a conjugal relationship
 - (i) for a period of at least three years, if either of them is married, or
 - (ii) for a period of at least one year, if neither of them is married.

"Common-Law Relationship" means the relationship between two persons who are Common-Law Partners of each other.

For the purposes of the Tax Act respecting registered retirement income funds, "Spouse" and "Common-Law Partner" do not include a person who is not recognized as a spouse or common-law partner under the Tax Act.

4. **Eligibility.** Subject to an order under *The Garnishment Act* to enforce a maintenance order within the meaning of that Act, to an order under section 59.3 of *The Family Maintenance Act* to preserve assets, and to subsections 21.4(3) to 21.4(5) of the Act and the Regulation, a person who:
 - (a)
 - (i) is at least 55 years old;
 - (ii) is the annuitant under one or more LIFs; and
 - (iii) by filing prescribed information with the Superintendent in accordance with the Regulation, satisfies the Superintendent that he or she has not previously made a transfer under subsection 21.4(2) of the Act;

may, despite any provisions in the LIF, transfer an amount from each plan to the Plan, in accordance with the requirements of the Regulation and this Addendum; OR

- (b)
 - (i) is at least 55 years old; and
 - (ii) is entitled, at the time of applying for the transfer,
 - (A) as a member of the pension plan, to transfer money to a variable benefits account (VB account) or out of the plan to a LIF or to purchase an annuity,
 - (B) as the surviving Spouse or Common-Law Partner of a member of the pension plan, to transfer money out of the plan to a LIF or to purchase an annuity, or

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- (C) as a pension plan member's current or former Spouse or Common-Law Partner who is entitled to a division of assets under subsection 31(2) of the Act (division of pension benefits on breakup), to transfer money out of the plan to a LIF or to purchase an annuity; and

- (iii) complies with the requirements under the Regulation;

may make a one-time transfer of part of his or her pension benefit credit under the pension plan to the Plan, in accordance with the requirements of the Regulation and this Addendum.

5. Maximum Amount for Transfer.

- (a) The maximum amount that may be transferred under clause 4(a) of this Addendum from a LIF is 50% of the amount by which:
 - (i) the balance in the LIF on the day the application for the transfer is made; exceeds the total of
 - (ii) the amount, if any, that is or may become payable under subsection 31(2) of the Act from the LIF to a person who is living separate and apart from the Planholder at the time that he or she applies for the transfer; and
 - (iii) all amounts, if any, required to be paid out of the LIF on or after the date of the application pursuant to an order under section 14.1 of *The Garnishment Act* that is served before the transfer is made.
- (b) The maximum amount which may be transferred under clause 4(b) of this Addendum from a pension plan is 50% of the amount by which:
 - (i) the pension benefit credit to which the person is entitled under the plan at that time that he or she applies for the transfer; exceeds the total of:
 - (ii) all amounts, if any, required to be paid out of the plan on or after the date of the application pursuant to an order under section 14.1 of *The Garnishment Act* that is served before the transfer is made; and
 - (iii) in the case of a transferor referred to in clause 4(b)(ii)(A) of this Addendum, the amount, if any, that is or may become payable under subsection 31(2) of the Act from the plan to a person who is living separate and apart from the transferor at the time that he or she applies for the transfer.

6. Consent of Cohabiting Spouse or Common-Law Partner. If the Planholder:

- (a) (i) is a member; or
- (ii) is a former member of a pension plan who directly or indirectly transferred the commuted value of his or her pension under the pension plan to the LIF; and
- (b) has a Spouse or Common-Law Partner; and
- (c) is not living separate and apart from the Spouse or Common-Law Partner by reason of a breakdown of their relationship;

the Plan Issuer must not permit the transfer into the Plan unless the Spouse or Common-Law Partner, after being given prescribed information in accordance with the Regulation, consents in writing to the transfer, in a form approved by the Superintendent and in accordance with the Regulation.

7. Transfers Into the Plan. Amounts that may be transferred into the Plan are restricted to amounts that are transferred from:

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- (a) one or more LIFs as permitted by the Act;
 - (b) a pension plan as permitted by the Regulation, or
 - (c) another prescribed RRIF.
8. **Transfers Out of the Plan.** The Planholder may transfer all or any part of the balance of the Plan only:
- (a) to another prescribed RRIF,
 - (b) to purchase an annuity; or
 - (c) to a pension plan, if it is permitted under the terms of the pension plan.
9. **Death of Planholder.** If any part of the balance of the Plan is derived, directly or indirectly, from the Planholder's previous entitlement as a member of a pension plan, to pension benefits under that pension plan, on the death of the Planholder, the balance of the Plan shall be paid:
- (a) to the Planholder's surviving Spouse or Common-Law Partner, unless he or she has received or is entitled to receive all or any part of the balance under an agreement or order under the *Family Property Act* or has waived his or her entitlement to receive the balance in accordance with the Regulation and has not revoked that waiver; and
 - (b) in any other case, to the designated beneficiary or the estate of the Planholder.
10. **Attachment.** Subject to an agreement or order under *The Family Property Act* or enforcement proceedings taken by a designated officer, as defined in *The Family Maintenance Act*, under Part VI of that Act, the balance of the Plan:
- (a) may not be assigned, charged, anticipated or given as security, and any transaction purporting to do so is void, and
 - (b) is exempt from execution, seizure or attachment.
11. **Provision of Amount on Improper Payout.** If all or any part of the balance of the Plan is paid out contrary to the Act or the Regulation, the Plan Issuer will provide, or ensure the provision of, an amount equal to the amount of the balance paid out.
12. **Amendment.** The Plan Issuer may, from time to time, unilaterally and without notice, amend this Addendum for compliance with the Act, the Regulation and the Tax Act.
- The Plan Issuer may, from time to time, unilaterally make other amendments to the Addendum provided that no amendment shall be made to the Plan unless the Plan as amended remains in conformity with the Act and the Regulation and with the Tax Act. The Plan Issuer shall provide notice of such other amendment to the Planholder at least 30 days prior to the effective date of the amendment.
13. **Conflict.** If there is a conflict between the Act or the Regulation and a provision in this Addendum, the Act or the Regulation will prevail.