

ADDENDUM TO THE BBS SECURITIES INC. 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 100 University Ave. – 8th Floor, Toronto Ontario. M5J 2Y1 (herein referred to as the "**Trustee**")

WHEREAS the Annuitant has established a BBS Securities Inc. Self-Directed Retirement Income Fund specimen plan number **RIF-1591** under Annuitant Account number _____ (the "**RIF**") with the Trustee under the relevant provisions of the Tax Act, as defined below;

AND WHEREAS the Annuitant desires to establish, and by virtue of this Addendum has established, the RIF as a registered retirement income fund contract that complies with the prescribed requirements of subsection 18.3.1 of the Regulations, as defined below (a RIF in such compliant form being herein referred to as a "**Manitoba Prescribed RRIF**");

AND WHEREAS the Annuitant desires to make a prescribed transfer of certain assets, and the Trustee is willing to accept the transfer of such assets, into this Manitoba Prescribed RRIF, provided such transfer is in accordance with the Act and the Regulations, as such terms are defined below;

NOW THEREFORE this Addendum witnesseth, and the parties hereto agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, R.S.M. 1987*, as amended and "**Regulations**" means the *Pension Benefits Regulation, Man. Reg. 188/87 R*, as amended, including by *the Pension Benefits Regulation, amendment Regulation 76/2005*, and as such Regulation may further be amended, under the Act.
2. For the purposes of this Addendum, "**pension plan**", "**spouse**", "**common-law partner**", "**financial institution**", "**prescribed transfer**", "**LIF**" and "**LRIF**" have the same meanings as are given to these terms in the Act and the Regulation.
3. Notwithstanding anything to the contrary contained in the Declaration of Trust constituting the RIF and in 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.

Transfers to Manitoba Prescribed RRIF

4. The Annuitant acknowledges and represents that all of the assets in this Manitoba Prescribed RRIF are to be transferred from:
 - (a) a LIF and/or an LRIF, and that he or she has not previously made a prescribed transfer from a LIF or LRIF to a Manitoba Prescribed RRIF; or
 - (b) a Manitoba Prescribed RRIF with another financial institution.
5. No assets may be subject of a prescribed transfer to this Manitoba Prescribed RRIF unless:
 - (a) the Annuitant is at least 55 years of age; and
 - (b) if the Annuitant
 - (i) is a former member of a pension plan who directly or indirectly transferred the commuted value of his or her pension under such plan to the LIF or LRIF whose assets, in part, are to be transferred to this Manitoba Prescribed RRIF;
 - (ii) has a spouse or common-law partner; and
 - (iii) is not living separate and apart from such spouse or common-law partner by reason of a breakdown of their relationship at the time the Annuitant applies for the prescribed transfer;

a 'Spouse's / Common-Law Partner's Consent to Transfer To A Registered Retirement Income Fund Contract' in the form approved by the Superintendent of Pensions (Manitoba) has been signed by the Annuitant's spouse or common-law partner, if any, and filed with the Trustee.

Transfers from Manitoba Prescribed RRIF

6. The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the balance or assets in this Manitoba Prescribed RRIF:
 - (i) to another Manitoba Prescribed RRIF, provided that the minimum amount as defined under section 146.3(1) of the Tax Act is retained before transferring the balance of this Manitoba RRIF, in order to comply with paragraph 146.3(2) (e.1) or (e.2) of the Tax Act; or
 - (ii) to purchase a life annuity contract as that term is defined in sections 18.1 of the Regulation.

No Assignment

7. Subject to an agreement or order under *The Family Property Act* or enforcement proceedings taken by a designated officer, as defined in section 52 of *The Family Maintenance Act*, under Part VI of that Act, the balance of this Manitoba Prescribed RRIF:
 - (i) may not be assigned, charged, anticipated or given as security, and any transaction that purports to do so is void; and
 - (ii) is exempt from execution, seizure or attachment.

Pay Out Contrary to Law

8. Where all or any part of the balance of this Manitoba Prescribed RRIF is paid out contrary to the Act or section 18.3.1 of the Regulation, the Trustee will provide or ensure the provision of an amount equal to the amount of the balance paid out.

Death of Annuitant

- 9. If the Annuitant was a member of the pension plan from which the assets in this Manitoba Prescribed RRIF originated, , the balance of this Manitoba Prescribed RRIF, to the extent permitted by the Tax Act, shall be paid:
 - (i) to the Annuitant’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*; and
 - (ii) in any other case, to the designated beneficiary or the estate of the owner.

Amendment

- 10. 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/or 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 Manitoba Prescribed RRIF as a registered retirement income fund within the meaning of the Tax Act.
 Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Tax Act.

Declaration of Trust Affirmed

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

Interpretation

- 12. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
- 13. 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.
- 14. This Addendum shall be construed and enforced according to the laws of the Province of Manitoba and the laws of Canada as applicable.

Counterparts

- 15. 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 this Addendum 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 Manitoba Prescribed RRIF.

ANNUITANT’S 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

BBS Securties Inc. as agent for: COMPUTERSHARE TRUST COMPANY OF CANADA

per: _____

SPOUSAL/COMMON-LAW PARTNER'S CONSENT TO TRANSFER
TO A REGISTERED RETIREMENT INCOME FUND CONTRACT
(Clause 18.2(5.3)(f))

If you are the spouse or common-law partner of the Applicant who was a member of a pension plan and you are asked to complete this consent, you are encouraged to get independent legal advice about your rights and the legal consequences of signing the Consent below, as well as qualified financial advice about the financial consequences.

This Consent must be completed by the spouse or common-law partner in the presence of a witness other than the Applicant. The Applicant cannot complete this Consent. Further, you are not obligated to sign the Consent and the Applicant must not be present when it is signed.

I _____, am the spouse or common-law partner within the meaning of
(Print or type, first, middle and last name of spouse or common-law partner)

The Pension Benefits Act of Manitoba (Act) of _____ (Applicant) who
(Print or type first, middle and last name of the Applicant)
was a member of a pension plan that is subject to the requirements of the Act.

I declare that on the date I signed this certification, that

- (a) I am not living separate and apart from the spouse or common-law partner by reason of a breakdown of our relationship;
- (b) I am aware of my entitlements in respect of the Life Income Fund (LIF) or locked-in Retirement Income Fund (LRIF);
- (c) I have reviewed the Applicant's completed and signed application form and information specified in section 18.2(5.4) of the regulation for each LIF or LRIF in respect of which an application for a prescribed transfer is being made;
- (d) I am aware of the consequences of the proposed prescribed transfer;
- (e) despite the consequences, I consent to the proposed prescribed transfer of the amount identified below;
- (f) this consent is being signed freely and voluntarily without any compulsion on the part of the Applicant and outside the immediate presence of the Applicant;

I further understand that:

- (g) the Applicant wishes to make a one-time transfer under section 21.4 of the Act, which is defined in the regulation as a "prescribed transfer", of an amount equal to \$_____ (the amount identified as per (5.3)(e) which may be up to 50% of the balance in one or more of his or her LIFs or LRIFs managed by the institution into a Registered Retirement Income Fund (RRIF) as defined in the *Income Tax Act* (Canada), the contract for which meets the requirements of the regulation ("prescribed RRIF");
- (h) the Applicant cannot make the proposed prescribed transfer from his or her LIFs or LRIFs to the prescribed RRIF without my written consent;
- (i) as a result of signing this consent the amount of funds available to me from the Applicant's LIFs or LRIFs will be reduced;
 - as a survivor on the Applicant's death, and
 - as a former spouse or common-law partner should the funds be required to be divided on the breakdown of our relationship under the credit splitting provisions of section 31(2) of the Act;
- (j) there is *no* maximum annual withdrawal restriction imposed under the prescribed RRIF and that the Applicant may withdraw part or all of the fund at any time; and
- (k) funds in the prescribed RRIF are not subject to the credit splitting provisions of section 31(2) of the Act but could be subject to sharing under the applicable family property legislation;

I consent to the prescribed transfer under section 21.4 of the Act of funds in the amount identified in (g) to a prescribed RRIF and I give my consent by signing and dating this consent in the presence of a witness.

I sign this waiver form at _____ this _____ day of _____, 20____
(city/town) (province)

(Signature of Spouse or Common-law Partner)

I, _____, of _____ do
(print or type first, middle and last name of Witness) (print or type full address of Witness)

witness the signature of the spouse/common-law partner who signed this form before me and not in the presence of the Applicant.

(Signature of Witness)

This consent is void if signed more than 75 days before the Applicant's financial institution received it.