ADDENDUM TO THE CREDENTIAL SECURITIES INC. SELF-DIRECTED RETIREMENT SAVINGS PLAN

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, BC, V6C 3B9 (herein referred to as the "**Trustee**")

WHEREAS the Annuitant has established a Credential Securities Inc. Self-directed Retirement Savings Plan specimen plan number **574-572** (the "**RSP**") 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 savings plan ("**LIRSP**") as a locked-in retirement savings plan under the Tax Act to receive certain benefits ("**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, as follows:

Definitions

1. For the purposes of this Addendum, "**Tax Act**" means the Income Tax Act (Canada) and the Regulations thereunder, "**Act**" means the Pension Benefits Standard Act, 1985 (Canada) and "**Regulations**" means the Pension Benefits Standards Regulations, 1985, SOR/87-19, all as amended from time to time.
2. For the purposes of this Addendum, the words "**deferred life annuity**", "**immediate life annuity**", "**life income fund**", "**locked-in registered retirement savings plan**", "**plan**", and "**restricted life income fund**" have the same meanings as are respectively given to these words in subsection 2(1) of the Regulations, and the words "**member**", "**pension benefit**", "**spouse**" and "**survivor**" have the same meanings as are respectively given to these words in subsection 2(1) of the Act.
3. For the purposes of this Addendum, "**YMPE**" has the same meaning as "**Year's Maximum Pensionable Earnings**" in the *Canada Pension Plan,* 1985 (Canada).
4. Notwithstanding anything to the contrary contained in the RSP Declaration of Trust and 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 Tax Act respecting registered retirement savings plans.

Contributions

5. The Annuitant acknowledges that all of the Benefits to be transferred to the LIRSP are pension benefits which are subject to the locking-in provisions of the Act.
6. Only assets that are locked-in will be transferred to or held under the LIRSP.

Life Annuity

7. At any time but no later than the end of the year in which the Annuitant must commence a retirement income, as required by the Tax Act, the funds in the LIRSP shall be used to purchase a life annuity or transferred to a life income fund or to a restricted life income fund which has been registered as a retirement income fund under the Act.
8. If a life annuity is purchased, the annuity so purchased shall comply with subsection 146(l) of the Tax Act and the relevant provisions of the Act and Regulations.

Joint Spousal Pension

9. If on the date a life annuity is purchased the Annuitant has a spouse, the 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 for the spouse's lifetime following the Annuitant's death.
10. Alternatively, prior to the purchase of the life annuity contract, the Annuitant's spouse may waive any rights to a survivorship under the LIRSP by filing the appropriate waiver with the Trustee. In such case, the form of payment shall be an annuity payable for the lifetime of the Annuitant with a guarantee of payments, as selected by the Annuitant, for a period not exceeding the guaranteed term as specified in retirement income of subsection 146(1) of the Tax Act.

Differentiation on Basis of Sex

11. If the Benefits were not varied according to the sex of the Annuitant, an immediate life annuity or a deferred life annuity purchased with funds in the LIRSP shall not differentiate as to sex.

Transfer from the LIRSP

12. At any time prior to the purchase of an immediate life annuity or a deferred life annuity, assets in the LIRSP may be transferred:
    (a) to another locked-in registered retirement savings plan;
    (b) to a plan if the plan permits such a transfer and if the plan administers the benefits attributed to the transferred funds as if the benefit were that of a plan member with two years of membership in the plan; or
    (c) to a life income fund or to a restricted life income fund.

13. A transfer referred to in paragraph 12 shall not occur unless the Trustee:
    (a) advises the proposed transferee of the locked-in status of the Benefits and whether or not the Benefits were varied according to the sex of the Annuitant; and
    (b) receives from the proposed transferee written confirmation that it will deal with any transferred Benefits in accordance with the locked-in provisions of the Act and Regulations.

Death of Annuitant

14. Upon the death of the Annuitant, the funds in the LIRSP shall be paid to the survivor of the Annuitant by:
    (a) transferring the funds to another locked-in registered retirement savings plan;
    (b) transferring the funds to a plan, if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years membership in the plan;
    (c) using the funds to purchase an immediate life annuity or a deferred life annuity in accordance with subsection 60(l) of the Tax Act; or
    (d) transferring the funds to a life income fund or to a restricted life income fund.
15. If there is no survivor, the balance of the LIRSP will be paid to the Annuitant's designated beneficiary or, if there is no valid designation of beneficiary, to the personal representatives of the Annuitant's estate in their representative capacity.

Valuation

16. The method and factors used to establish the value of the LIRSP, including upon the death of the Annuitant or on the transfer of assets from the LIRSP, shall be as follows. The assets of the LIRSP shall be valued at their fair market value immediately prior to the valuation date. 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 LIRSP. 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.

Shortened Life Expectancy

17. Where a physician certifies that owing to mental or physical disability the life expectancy of the Annuitant is likely to be shortened considerably, the funds in the LIRSP may be paid to the Annuitant in a lump sum.

Financial Hardship

18. The Annuitant may withdraw an amount from the LIRSP up to the lesser of the amount determined by the following formula:

    M + **N**

    Where

    M = the total amount of the expenditures that the Annuitant expects to make on medical or disability-related treatment or adaptive technology for the calendar year, and

    N = the greater of zero and the amount determined by the formula

    P – **Q**

    Where

    P = 50% of the YMPE, and

    Q = two thirds of the Annuitant's total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under subsection 20(1)(d), 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulations,

    and

    50% of the YMPE minus any amount withdrawn in the calendar year under subsection 20(1)(d) of the Regulations – from any locked-in retirement savings plan – or under subsection 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulations,

    (a) if the Annuitant certifies that he or she has not made a withdrawal in the calendar year under subsection 20(1)(d) of the Regulations – from any locked-in retirement savings plan – or under subsection 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulations other than within the last 30 days before this certification;
    (b) if, in the event that the value of "M" in this section is greater than zero,
        (i) the Annuitant certifies that he or she expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Annuitant's total expected income for that calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under subsection 20(1)(d) of the Regulations – from any locked-in retirement savings plan – or under subsection 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulations; and
        (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required; and
    (c) if the Annuitant gives the Trustee an "Attestation Regarding Withdrawal Based on Financial Hardship" and an "Attestation(s) Regarding Spouse/Common-Law Partner", each in the form and manner prescribed in Schedule V, Forms 1 and 2, respectively, of the Regulations.

Non-residency

19. The funds in the LIRSP may be paid to the Annuitant if, according to information provided in a form and content satisfactory to the Trustee, the following conditions are met:
    (a) the Annuitant is currently a non-resident of Canada;
    (b) the Annuitant has been a non-resident of Canada for at least two calendar years; and
    (c) the Annuitant has ceased employment with the employer who was contributing to the pension plan which gave rise to the locked-in pension benefit credits.

Withdrawals

20. Subject paragraphs 17, 18, and 19, no assets in the LIRSP may be withdrawn, commuted or surrendered by the Annuitant 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 Tax Act.

No Assignment

21. Subject to subsection 25(4) of the Act respecting distribution of pension benefits and pension benefits credits on divorce, annulment or separation, assets in the LIRSP may not be assigned, charged, alienated, anticipated or given as security and, subject to subsection 25(4) of the Act, any transaction purporting to assign, charge, alienate, anticipate or give as security assets in the LIRSP is void.

Amendments

22. 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.
23. The Trustee may, from time to time, at its discretion, make other amendments to this Addendum by giving ninety (90) days written notice to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the LIRSP as a registered retirement savings plan within the meaning of the Tax Act. When the Annuitant has received from the Trustee a ninety (90) 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 LIRSP at any time before the effective date of the amendment.
24. 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.

RSP Declaration of Trust Affirmed

25. The Trustee hereby affirms the provisions contained in the RSP Declaration of Trust and this Addendum to take effect as of the date first above written.

Interpretation

26. The provisions of this Addendum will take precedence over the provisions of the RSP Declaration of Trust in the case of conflicting or inconsistent provisions, provided however that the LIRSP at all times complies with the conditions of registration under the Tax Act.
27. This Addendum shall be governed, administered and enforce in accordance with the laws of Canada.
28. All references to any statute, regulations or any provisions thereof shall mean such statute, regulations or any provisions thereof as the same may be re-enacted or replaced from time to time.

Counterparts

29. 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 hereto have read and executed this Addendum as of the date first above 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 LIRSP.

TO BE COMPLETED BY THE ANNUITANT

YOUR CURRENT MARITAL STATUS:
(This data is necessary in order to complete prescribed government forms.)

[ ]	Single	[ ]	Married
[ ]	Common law	[ ]	Divorced
[ ]	Separated	[ ]	Widowed

_____
NAME OF ANNUITANT (PRINT)

_____
SIGNATURE OF ANNUITANT

CREDENTIAL SECURITIES INC. as agent for:
COMPUTERSHARE TRUST COMPANY OF CANADA

per: _____

TO BE COMPLETED BY THE TRANSFERRING INSTITUTION:

UNLESS INDICATED BELOW*, THE COMMUTED VALUE OF THE BENEFITS TRANSFERRED TO THE LIRSP GOVERNED BY THIS ADDENDUM WAS NOT DETERMINED IN A MANNER THAT DIFFERENTIATED ON THE BASIS OF SEX.

_____ * (Check here)