

**ADDENDUM FOR A REGISTERED RETIREMENT INCOME FUND (pPRIF)
Pursuant to *The Pension Benefits Act, 1992* (Saskatchewan)**

**FIDELITY CLEARING CANADA 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. **Legislation.** In this Addendum, “Act” means *The Pension Benefit Act, 1992* (Saskatchewan), “Regulations” means *The Pension Benefit Regulations, 1993* (Saskatchewan) and “Tax Act” means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended from time to time.
2. **Definitions.** For the purposes of this Addendum, all terms used in this Addendum which are used in the Act or the Regulations have the same meaning as under the Act or the Regulations. “Plan” means the Fidelity Clearing Canada ULC Self-Directed Retirement Income Fund and “Planholder” means the planholder or annuitant under the Declaration of Trust and application form in respect of the Plan.
3. **Spouse.** “Spouse” means a person:
 - (a) who is married to the Planholder; or
 - (b) if the Planholder is not married, with whom the Planholder is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the Planholder as his or her spouse for at least one year prior to the relevant time.

For the purposes of any provision of the Tax Act respecting registered retirement income funds, “Spouse” does not include any person who is not recognized as a spouse or common-law partner under the Tax Act.

4. **Transfers Into the Plan.** The Plan Issuer shall not enter into this Addendum except with respect to money transferred from:
 - (a) a LIRA contract as defined in the Regulations;
 - (b) a LIF contract entered into before section 30 of the Regulations was repealed;
 - (c) a LRIF contract entered into before section 31 of the Regulations was repealed;
 - (d) another contract that is prescribed as a retirement plan for the purposes of clause 32(2)(d) of the Act;
 - (e) a plan, as a transfer pursuant to section 32 of the Act;
 - (f) a policy, as defined by section 42 of the former regulations under the Act;
 - (g) the Saskatchewan Pension Plan as established by *The Saskatchewan Pension Plan Act*;
 - (h) a pooled registered pension plan;
 - (i) a pooled retirement savings account contract; or
 - (j) a pooled retirement income account contract.

Notwithstanding the above, at any time after the Plan is issued, the Plan Issuer may accept a transfer of moneys into the Plan from any of the sources mentioned in (a) to (j) above, from a contract that is not prescribed as a retirement plan for the purposes of clause 32(2)(d) of the Act or from an RRSP if:

- (k) the Tax Act permits the transfer; and
 - (l) in the case of a transfer from any of the sources mentioned in paragraphs (a) to (j) above, the requirements in clause 5(b) of this Addendum have been met.
5. **Eligibility.** No money may be transferred to the Plan unless:

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- (a) either (i) the Planholder is at least 55 years of age or (ii) the Planholder provides evidence to the satisfaction of the Plan Issuer that the plan or any of the plans from which money is to be transferred provides for retirement at an earlier age and the Planholder has attained that earlier age ; and
 - (b) a consent to transfer in the required form set out in the Appendix to the Regulations has been signed by the Planholder's Spouse and filed with one of the following, as may be required by the Regulations:
 - (i) the issuer, in the case of a LIRA contract;
 - (ii) the carrier, in the case of a LIF contract;
 - (iii) the carrier, in the case of a LRIF contract;
 - (iv) the administrator, in the case of a pension plan or a pooled registered pension plan;
 - (v) the issuer, in the case of a policy;
 - (vi) the Saskatchewan Pension Plan Board of Trustees, in the case of the Saskatchewan Pension Plan; or
 - (vii) the issuer, in the case of a pooled retirement savings account contract.
6. **Transfers Out of the Plan.** The Planholder may transfer, to the extent permitted by the Tax Act, all or part of the money in the Plan:
- (a) to another registered retirement income fund;
 - (b) to purchase a life annuity contract that meets the requirements of the Act;
 - (c) to a LIRA contract as defined in the Regulations;
 - (d) to a plan that provides for the payment of variable benefits in accordance with the Regulations and that permits the transfer;
 - (e) to a pooled retirement savings account contract on the conditions set out in subsection 16(19) of *The Pooled Registered Pension Plan (Saskatchewan) Regulations*; or
 - (f) to a pooled retirement savings account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plan (Saskatchewan) Regulations*.
7. **Death of Planholder.** On the death of the Planholder, who was a member of the plan or the pooled registered pension plan from which the money was transferred, either directly or indirectly, the balance of the money in the Plan, to the extent permitted by the Tax Act, shall be paid:
- (a) where the Planholder had a Spouse at the date of death who survives the Planholder for 30 days or more, to the surviving Spouse unless a Spouse's waiver in the required form set out in the Appendix to the Regulations has been signed by the Spouse and filed with the Plan Issuer; or
 - (b) where there is no surviving Spouse, where the Spouse does not survive the Planholder for 30 days or more or where the surviving Spouse has signed a Spouse's waiver in the required form set out in the Appendix to the Regulations and the waiver has been filed with the Plan Issuer, to designated beneficiary; or
 - (c) if there is no designated beneficiary, to the personal representative of the Planholder's estate in his/her representative capacity.
8. **No Assignment.** In accordance with the Act, the money in the Plan 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 money is void.
9. **Attachment.** Subject to the Act, the 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*. Where an amount has been so attached, the Plan Issuer shall deduct from the money in the Plan an amount, not to exceed \$250, that reasonably represents the cost to the Plan Issuer of complying with the attachment.

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10. **Marriage Breakdown Provisions.** The Plan is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.
11. **Improper Payout Provisions.** Where money in the Plan is paid out contrary to the Act or the Regulations, the Plan Issuer will provide or ensure the provision of an amount equal to the amount that would have been provided pursuant to this Addendum if the money had not been 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 Regulations 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 Regulations 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 Regulations and a provision in this Addendum, the Act or the Regulations will prevail.