



HSBC Bank Canada

Addendum For Locked-In Pension Money  
Transferred To A Life Income Fund ("LIF") (New Brunswick)

The undersigned applicant (the "Annuitant")

has applied for a locked-in

(√ Please check one)

**HSBC InvestDirect Self-Directed Life Income Fund (861)**

**HSBC Investment Funds (Canada) Inc. Life Income Fund (961)**

**HSBC Pooled Funds Life Income Fund (1060)**

} (the  
"Fund")

In this addendum (the "Addendum"), the carrier (the "Carrier") is HSBC Trust Company (Canada) a subsidiary of HSBC Bank Canada.

1. For the purposes of this Addendum the word "Act" means the Pension Benefits Act (New Brunswick) and the word "Regulation" means New Brunswick Regulation 91-195, as amended, being the Pension Benefits Regulation under the Act.
2. For the purposes of this Addendum any term or word used (and not defined in this Addendum) shall have the same meanings as are respectively given to such term or words in the Regulation or the Act.
3. Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part hereof, "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 Income Tax Act (Canada) respecting a retirement income fund.
4. The Annuitant acknowledges that funds, which originated from a registered pension plan, a retirement savings arrangement, or annuity governed by the provisions of the Act (or similar legislation) are being transferred to the Carrier in order to purchase a life income fund (the "Fund"). Such transferred funds together with all investment earnings thereon and gains realized in respect thereof under the Fund shall collectively be referred to herein as the "Locked-In Funds".
5. The Annuitant acknowledges being: (a) a member or former member of a registered pension plan, who has obtained written spousal consent, if required, in accordance with the provisions of the Act, to purchase a LIF and has provided the Carrier with a copy of such consent; or (b) the spouse or former spouse of a member or former member of a registered pension plan, entitled to a pension benefit (if required) as a result of marriage breakdown or breakdown of common-law relationship.
6. The Annuitant confirms having indicated his/her date of birth on the application for the Fund and hereby certifies that he/she will reach fifty-five years of age or older prior to the end of the second fiscal year of the Fund. However, if the Annuitant provides evidence to the Carrier's satisfaction that the registered pension plan or plans from which the Locked-In Funds originated provided for payment of a pension at an earlier age, the Annuitant certifies that he/she will reach such earlier age or older prior to the end of the second fiscal year of the Fund.
7. Subject to this Addendum, the Act and the Regulation, all money, including all investment earnings, that is subject to any transfer to or from the Fund, is to be used to provide or secure a pension as required by the Act and the Regulation.
8. Subject to this Addendum, the Act and the Regulation, prior to using the Locked-In Funds to purchase an immediate life annuity or a deferred life annuity contract, the Annuitant may, provided that the Carrier shall retain such amount as prescribed in paragraph 146.3 (2) (e.1) or (e.2) of the Income Tax Act (Canada), transfer all or part of the balance of the Locked-In Funds:
  - a) to another financial institution LIF contract on the relevant conditions specified in the Act, the Regulation, and the Income Tax Act (Canada);
  - b) to a LIRA contract on the relevant conditions specified in the Act, the Regulation and the Income Tax Act (Canada); or
  - c) to purchase an immediate or deferred life annuity contract that meets the conditions specified in paragraph 60(1) of the Income Tax Act (Canada), the Act and the Regulation; or
  - d) to a registered pension plan where permitted by applicable legislation and such other manner as may be permitted from time to time by the Act, the Regulation and the Income Tax Act (Canada).
9. At any time before the date referred to in paragraph 10 of this Addendum, the Annuitant may use all or part of the Fund to purchase an immediate or deferred life annuity contract.
10. The Annuitant may withdraw an amount from the Fund if the amount is withdrawn to reduce the amount of tax that would otherwise be payable under Part X.1 of the Income Tax Act (Canada) by the Annuitant and the Carrier establishes a sub-account, that is not a registered retirement savings plan or a registered retirement income fund, of the Fund and the Annuitant deposits the amount withdrawn, less any amount required to be withheld by the Carrier under the Income Tax Act (Canada), into the sub-account.

11. The Annuitant may withdraw the balance of the Fund if
  - (a) the Annuitant and his/her spouse, if any, are not Canadian citizens;
  - (b) the Annuitant and his/her spouse, if any, are not resident in Canada for the purposes of the Income Tax Act (Canada); and
  - (c) the Annuitant's spouse, if any, waives, in the required form, any rights that the spouse may have in the Fund under the Addendum, the Act or the Regulation.
12. The Annuitant may withdraw the balance of the Fund, in whole or in part, and receive a payment or a series of payments if (i) a physician certifies in writing to the Carrier that the Annuitant suffers from a significant physical or mental disability that considerably reduces life expectancy, and (ii) if the Annuitant has a spouse the Annuitant delivers to the Carrier a completed spousal waiver in Form 3.01.
13. The balance of the Fund must be used to purchase an immediate life annuity contract in accordance with paragraph 60(1) of the Income Tax Act (Canada).
14. Subject to other provisions in this Addendum, no withdrawal, commutation or surrender of money during the lifetime of the Annuitant is permitted and any transaction purporting to withdraw, commute or surrender any part of the Fund is void except under and in accordance with 57(6) or section 44 of the Act or otherwise permitted by the Act or the Regulation.
15. Except as provided in the Act and Regulation, the money in the Fund may not be assigned, charged, alienated, anticipated or given as security and is exempt from execution, seizure or attachment and any transaction purporting to assign, charge, alienate or anticipate or give as security the money is void. Pension benefits are a family asset under the Marital Property Act and may be subject to a court order or separation agreement made under the Marital Property Act or under a similar order or legislative provision in another jurisdiction enforceable in New Brunswick that affects the payment or distribution of pension benefits.
16. The Locked-In Funds will be invested in a manner that complies with the rules for the investment of registered retirement income fund money contained in the Income Tax Act (Canada), and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Annuitant or the parent, brother, sister or child of the Annuitant, the spouse of the Annuitant or the spouse of the parent, brother, sister or child of the Annuitant.
17. If the Locked-In Funds are paid out contrary to the Act, the Regulation or this Addendum, the Carrier will provide or ensure the provision of a pension in a manner and in an amount that would have been provided had such money not been paid out.
18. Before transferring the Locked-In Funds to another financial institution, the Carrier will:
  - a) ensure that the transferee financial institution is registered as a trustee of a life income fund on the superintendent's list;
  - b) advise the transferee financial institution, in writing, of the requirement to lock-in the money so transferred; and
  - c) ensure that the form required by the Regulation in respect of the transfer has been duly completed.
19. If the Carrier does not comply with paragraph 18 of the Addendum and the transferee financial institution fails to pay the money transferred in the form of a pension or in the manner required herein, the Carrier will provide or ensure the provision of the pension in a manner and in an amount that would have been provided had such transfer not occurred.
20. The Carrier hereby acknowledges that, if the balance in the Fund is to be used to purchase a life annuity contract, the pension to be provided to the Annuitant who has a spouse at the date the pension commences is to be a joint and survivor pension payable during the joint lives of the Annuitant and spouse with at least 60% continues to be payable to the survivor for life after the death of either, unless the spouse waives the entitlement in the form and manner set out in the Act and Regulation and provides the Carrier with a copy of such waiver.
21. If the Annuitant dies before the purchase of an annuity, the balance of the monies in the Fund shall be paid to the Annuitant's spouse (unless the spouse has waived his/her entitlement in the required form) or to a designated beneficiary if there is no spouse (or the spouse has waived his/her entitlement in the required form) or to the estate if there is no spouse (or the spouse has waived his/her entitlement in the required form) and no designated beneficiary.
22. The fiscal year of the Fund ends on December 31 of each year and shall not exceed twelve months.
23. The Annuitant will be paid an income the amount of which may vary annually and which will commence not later than the last day of the second fiscal year of the Fund and will continue until the day the entire balance is converted to an annuity.
24. The Annuitant shall set out the amount of income to be paid from the Fund during a fiscal year on the first day of each fiscal year after the receipt of the information referred to in paragraph 34, or at another agreed interval of more than one year if the Carrier has guaranteed the rate of return on the Fund during that interval, and this interval shall in every case terminate at the end of a fiscal year of the Fund.
25. The amount of income paid during a fiscal year of the Fund may not be less than the minimum amount for a registered retirement income fund determined pursuant to the Income Tax Act (Canada) and may not exceed the "maximum" amount M or the "minimum" amount m calculated in accordance with the following formulas:

$$M = C/F \text{ and } m = C/H$$

Where: C = the balance of the money in the Fund on the first day of the fiscal year, and

F = the value, on the first day of the fiscal year, of a guaranteed pension of which the annual payment is \$1 payable on the first day of each fiscal year between that date and December 31, inclusive, of the year during which the Annuitant reaches the age of 90 years; and

H = the number of years between the first day of January of the year in which the calculation is made and thirty-first day of December of the year in which the owner attains the age of ninety years, inclusive.

Despite the foregoing, the Annuitant and, if applicable, his/her spouse may require that the Superintendent of Pensions approve the transfer of an amount from the Fund to a registered retirement income fund (that is not a LIF) in the manner provided in the Regulation.

26. For the initial fiscal year of the Fund, the minimum amount to be paid, "m" as referred to in paragraph 25 of this Addendum, shall be equal to zero.
27. If the money in the Fund is derived from money transferred directly or indirectly during the first fiscal year of the Fund from another LIF of the Annuitant, the limit M is equal to zero.
28. The value of F in paragraph 25 of this Addendum will be calculated at the beginning of each fiscal year of the Fund by using
  - (a) an interest rate of not more than 6% per year, or
  - (b) for the first 15 years of the valuation of the Fund, an interest rate exceeding 6% per year if that rate does not exceed the interest rate obtained on long-term bonds issued by the Government of Canada for the month of November preceding the calendar year of valuation, as published in the Bank of Canada Review as CANSIM Series B – 14013, and using an interest rate not exceeding 6% in subsequent years.
29. If in the application of paragraph 24, the amount of income to be paid to the Annuitant is fixed at an interval of more than one year, paragraphs 25, 26, 27 and 28 shall apply with such modifications as the circumstances require to determine, at the beginning of the first fiscal year in the interval, the amount of income to be paid for each fiscal year in that interval.
30. Notwithstanding paragraph 26, where the maximum amount of income to be paid is less than the minimum amount as prescribed by the Income Tax Act (Canada), then the minimum amount shall be paid to the Annuitant.
31. The value of the Fund for the purposes of (a) a transfer of assets; (b) the purchase of a life annuity contract, and (c) a payment or transfer on death of an Annuitant is equal to the then current total market value of the investments held in the Fund. The value of any mutual funds held in the Fund shall be determined in accordance with the determination of net asset value per unit set out in the then current prospectus and/or annual information form of that mutual fund. The Carrier in accordance with applicable industry practices shall determine the market value of all other investments held in the Fund and such valuation shall be conclusive for all purposes hereof.
32. If the Fund holds identifiable and transferable securities, the transfer or purchase under this Addendum may, unless otherwise stipulated, at the option of the Carrier and with the consent of the Annuitant, be effected by remittance of the investment securities of the Fund to the extent permitted by the Act and the Regulation.
33. The Locked-In Funds may not be used to purchase a life annuity contract that differentiates on the basis of the Annuitant's sex, unless the commuted value of the deferred pension transferred from the pension plan into the Fund was determined on a transfer in a manner that differentiated, while the Annuitant was a member of the pension plan, on the basis of sex of the Annuitant. If the information in the completed form referred to in paragraph 18(c) of this Addendum indicated that the commuted value transferred was determined on transfer in a manner that differentiated, while the annuitant was a member of the pension plan, on the basis of the sex of the Annuitant, the only money that may subsequently be transferred into the Fund is money that is also differentiated on the same basis.
34. The Carrier will provide the Annuitant or the beneficiary with the information specified in section 22(7), (8) and (9) of the Regulation.
35. No money that is not locked-in will be transferred to or held under the Fund, unless it is held in a separate account from locked-in money.
36. Neither the Carrier nor, for greater certainty, any agent of the Carrier under the Fund shall have any further obligation or be subject to any liability hereunder upon the transfer of Locked-In Funds from the Fund as permitted under the Act.
37. Unless the Fund provides for an early cashing-in value before the expiration of the term agreed to for the investments, if there is money invested in the Fund that may be transferred under paragraph 8(d) or 38(a) of this Addendum such funds shall be transferred no more than thirty days after the Annuitant's application for the transfer.
38. An amendment to this Addendum shall not be made (a) that would result in a reduction of the benefits arising from the Fund unless the Annuitant is entitled, before the effective date of the amendment to transfer the balance of the Fund in accordance with paragraph 8 of this Addendum and, unless a notice is delivered to the Annuitant at least ninety days before the effective date, describing the amendment and the date on which the Annuitant may exercise the entitlement to transfer; (b) unless this Addendum as amended remains in conformity with the Act and Regulation; or (c) except to bring this Addendum into conformity with requirements under an Act of Legislature or other legislation in another jurisdiction.

39. These terms and conditions shall override any inconsistent or contrary provisions in the applicable agreement or declaration of trust governing the Fund.

NOTE: To be completed by the transferring institution:

The amount of the benefit transferred to the LIF governed by this addendum was determined in a manner that differentiated on the basis of sex.

Yes     No

Your current marital status: *(This data is necessary in order to complete prescribed government forms.)*

Single     Married     Common Law     Divorced     Separated

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Branch/Account Number

\_\_\_\_\_  
Authorized agent of/Representative for the Carrier



HSBC Bank Canada  
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3. Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part hereof, "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 Income Tax Act (Canada) respecting a retirement income fund.
4. The Annuitant acknowledges that funds, which originated from a registered pension plan, a retirement savings arrangement, or annuity governed by the provisions of the Act (or similar legislation) are being transferred to the Carrier in order to purchase a life income fund (the "Fund"). Such transferred funds together with all investment earnings thereon and gains realized in respect thereof under the Fund shall collectively be referred to herein as the "Locked-In Funds".
5. The Annuitant acknowledges being: (a) a member or former member of a registered pension plan, who has obtained written spousal consent, if required, in accordance with the provisions of the Act, to purchase a LIF and has provided the Carrier with a copy of such consent; or (b) the spouse or former spouse of a member or former member of a registered pension plan, entitled to a pension benefit (if required) as a result of marriage breakdown or breakdown of common-law relationship.
6. The Annuitant confirms having indicated his/her date of birth on the application for the Fund and hereby certifies that he/she will reach fifty-five years of age or older prior to the end of the second fiscal year of the Fund. However, if the Annuitant provides evidence to the Carrier's satisfaction that the registered pension plan or plans from which the Locked-In Funds originated provided for payment of a pension at an earlier age, the Annuitant certifies that he/she will reach such earlier age or older prior to the end of the second fiscal year of the Fund.
7. Subject to this Addendum, the Act and the Regulation, all money, including all investment earnings, that is subject to any transfer to or from the Fund, is to be used to provide or secure a pension as required by the Act and the Regulation.
8. Subject to this Addendum, the Act and the Regulation, prior to using the Locked-In Funds to purchase an immediate life annuity or a deferred life annuity contract, the Annuitant may, provided that the Carrier shall retain such amount as prescribed in paragraph 146.3 (2) (e.1) or (e.2) of the Income Tax Act (Canada), transfer all or part of the balance of the Locked-In Funds:
  - a) to another financial institution LIF contract on the relevant conditions specified in the Act, the Regulation, and the Income Tax Act (Canada);
  - b) to a LIRA contract on the relevant conditions specified in the Act, the Regulation and the Income Tax Act (Canada); or
  - c) to purchase an immediate or deferred life annuity contract that meets the conditions specified in paragraph 60(1) of the Income Tax Act (Canada), the Act and the Regulation; or
  - d) to a registered pension plan where permitted by applicable legislation and such other manner as may be permitted from time to time by the Act, the Regulation and the Income Tax Act (Canada).
9. At any time before the date referred to in paragraph 10 of this Addendum, the Annuitant may use all or part of the Fund to purchase an immediate or deferred life annuity contract.
10. The Annuitant may withdraw an amount from the Fund if the amount is withdrawn to reduce the amount of tax that would otherwise be payable under Part X.1 of the Income Tax Act (Canada) by the Annuitant and the Carrier establishes a sub-account, that is not a registered retirement savings plan or a registered retirement income fund, of the Fund and the Annuitant deposits the amount withdrawn, less any amount required to be withheld by the Carrier under the Income Tax Act (Canada), into the sub-account.

11. The Annuitant may withdraw the balance of the Fund if
  - (a) the Annuitant and his/her spouse, if any, are not Canadian citizens;
  - (b) the Annuitant and his/her spouse, if any, are not resident in Canada for the purposes of the Income Tax Act (Canada); and
  - (c) the Annuitant's spouse, if any, waives, in the required form, any rights that the spouse may have in the Fund under the Addendum, the Act or the Regulation.
12. The Annuitant may withdraw the balance of the Fund, in whole or in part, and receive a payment or a series of payments if
  - (i) a physician certifies in writing to the Carrier that the Annuitant suffers from a significant physical or mental disability that considerably reduces life expectancy, and (ii) if the Annuitant has a spouse the Annuitant delivers to the Carrier a completed spousal waiver in Form 3.01.
13. The balance of the Fund must be used to purchase an immediate life annuity contract in accordance with paragraph 60(1) of the Income Tax Act (Canada).
14. Subject to other provisions in this Addendum, no withdrawal, commutation or surrender of money during the lifetime of the Annuitant is permitted and any transaction purporting to withdraw, commute or surrender any part of the Fund is void except under and in accordance with 57(6) or section 44 of the Act or otherwise permitted by the Act or the Regulation.
15. Except as provided in the Act and Regulation, the money in the Fund may not be assigned, charged, alienated, anticipated or given as security and is exempt from execution, seizure or attachment and any transaction purporting to assign, charge, alienate or anticipate or give as security the money is void. Pension benefits are a family asset under the Marital Property Act and may be subject to a court order or separation agreement made under the Marital Property Act or under a similar order or legislative provision in another jurisdiction enforceable in New Brunswick that affects the payment or distribution of pension benefits.
16. The Locked-In Funds will be invested in a manner that complies with the rules for the investment of registered retirement income fund money contained in the Income Tax Act (Canada), and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Annuitant or the parent, brother, sister or child of the Annuitant, the spouse of the Annuitant or the spouse of the parent, brother, sister or child of the Annuitant.
17. If the Locked-In Funds are paid out contrary to the Act, the Regulation or this Addendum, the Carrier will provide or ensure the provision of a pension in a manner and in an amount that would have been provided had such money not been paid out.
18. Before transferring the Locked-In Funds to another financial institution, the Carrier will:
  - a) ensure that the transferee financial institution is registered as a trustee of a life income fund on the superintendent's list;
  - b) advise the transferee financial institution, in writing, of the requirement to lock-in the money so transferred; and
  - c) ensure that the form required by the Regulation in respect of the transfer has been duly completed.
19. If the Carrier does not comply with paragraph 18 of the Addendum and the transferee financial institution fails to pay the money transferred in the form of a pension or in the manner required herein, the Carrier will provide or ensure the provision of the pension in a manner and in an amount that would have been provided had such transfer not occurred.
20. The Carrier hereby acknowledges that, if the balance in the Fund is to be used to purchase a life annuity contract, the pension to be provided to the Annuitant who has a spouse at the date the pension commences is to be a joint and survivor pension payable during the joint lives of the Annuitant and spouse with at least 60% continues to be payable to the survivor for life after the death of either, unless the spouse waives the entitlement in the form and manner set out in the Act and Regulation and provides the Carrier with a copy of such waiver.
21. If the Annuitant dies before the purchase of an annuity, the balance of the monies in the Fund shall be paid to the Annuitant's spouse (unless the spouse has waived his/her entitlement in the required form) or to a designated beneficiary if there is no spouse (or the spouse has waived his/her entitlement in the required form) or to the estate if there is no spouse (or the spouse has waived his/her entitlement in the required form) and no designated beneficiary.
22. The fiscal year of the Fund ends on December 31 of each year and shall not exceed twelve months.
23. The Annuitant will be paid an income the amount of which may vary annually and which will commence not later than the last day of the second fiscal year of the Fund and will continue until the day the entire balance is converted to an annuity.
24. The Annuitant shall set out the amount of income to be paid from the Fund during a fiscal year on the first day of each fiscal year after the receipt of the information referred to in paragraph 34, or at another agreed interval of more than one year if the Carrier has guaranteed the rate of return on the Fund during that interval, and this interval shall in every case terminate at the end of a fiscal year of the Fund.
25. The amount of income paid during a fiscal year of the Fund may not be less than the minimum amount for a registered retirement income fund determined pursuant to the Income Tax Act (Canada) and may not exceed the "maximum" amount M or the "minimum" amount m calculated in accordance with the following formulas:

$$M = C/F \text{ and } m = C/H$$

Where: C = the balance of the money in the Fund on the first day of the fiscal year, and

F = the value, on the first day of the fiscal year, of a guaranteed pension of which the annual payment is \$1 payable on the first day of each fiscal year between that date and December 31, inclusive, of the year during which the Annuitant reaches the age of 90 years; and

H = the number of years between the first day of January of the year in which the calculation is made and thirty-first day of December of the year in which the owner attains the age of ninety years, inclusive.

Despite the foregoing, the Annuitant and, if applicable, his/her spouse may require that the Superintendent of Pensions approve the transfer of an amount from the Fund to a registered retirement income fund (that is not a LIF) in the manner provided in the Regulation.

26. For the initial fiscal year of the Fund, the minimum amount to be paid, "m" as referred to in paragraph 25 of this Addendum, shall be equal to zero.
27. If the money in the Fund is derived from money transferred directly or indirectly during the first fiscal year of the Fund from another LIF of the Annuitant, the limit M is equal to zero.
28. The value of F in paragraph 25 of this Addendum will be calculated at the beginning of each fiscal year of the Fund by using
  - (a) an interest rate of not more than 6% per year, or
  - (b) for the first 15 years of the valuation of the Fund, an interest rate exceeding 6% per year if that rate does not exceed the interest rate obtained on long-term bonds issued by the Government of Canada for the month of November preceding the calendar year of valuation, as published in the Bank of Canada Review as CANSIM Series B – 14013, and using an interest rate not exceeding 6% in subsequent years.
29. If in the application of paragraph 24, the amount of income to be paid to the Annuitant is fixed at an interval of more than one year, paragraphs 25, 26, 27 and 28 shall apply with such modifications as the circumstances require to determine, at the beginning of the first fiscal year in the interval, the amount of income to be paid for each fiscal year in that interval.
30. Notwithstanding paragraph 26, where the maximum amount of income to be paid is less than the minimum amount as prescribed by the Income Tax Act (Canada), then the minimum amount shall be paid to the Annuitant.
31. The value of the Fund for the purposes of (a) a transfer of assets; (b) the purchase of a life annuity contract, and (c) a payment or transfer on death of an Annuitant is equal to the then current total market value of the investments held in the Fund. The value of any mutual funds held in the Fund shall be determined in accordance with the determination of net asset value per unit set out in the then current prospectus and/or annual information form of that mutual fund. The Carrier in accordance with applicable industry practices shall determine the market value of all other investments held in the Fund and such valuation shall be conclusive for all purposes hereof.
32. If the Fund holds identifiable and transferable securities, the transfer or purchase under this Addendum may, unless otherwise stipulated, at the option of the Carrier and with the consent of the Annuitant, be effected by remittance of the investment securities of the Fund to the extent permitted by the Act and the Regulation.
33. The Locked-In Funds may not be used to purchase a life annuity contract that differentiates on the basis of the Annuitant's sex, unless the commuted value of the deferred pension transferred from the pension plan into the Fund was determined on a transfer in a manner that differentiated, while the Annuitant was a member of the pension plan, on the basis of sex of the Annuitant. If the information in the completed form referred to in paragraph 18(c) of this Addendum indicated that the commuted value transferred was determined on transfer in a manner that differentiated, while the annuitant was a member of the pension plan, on the basis of the sex of the Annuitant, the only money that may subsequently be transferred into the Fund is money that is also differentiated on the same basis.
34. The Carrier will provide the Annuitant or the beneficiary with the information specified in section 22(7), (8) and (9) of the Regulation.
35. No money that is not locked-in will be transferred to or held under the Fund, unless it is held in a separate account from locked-in money.
36. Neither the Carrier nor, for greater certainty, any agent of the Carrier under the Fund shall have any further obligation or be subject to any liability hereunder upon the transfer of Locked-In Funds from the Fund as permitted under the Act.
37. Unless the Fund provides for an early cashing-in value before the expiration of the term agreed to for the investments, if there is money invested in the Fund that may be transferred under paragraph 8(d) or 38(a) of this Addendum such funds shall be transferred no more than thirty days after the Annuitant's application for the transfer.
38. An amendment to this Addendum shall not be made (a) that would result in a reduction of the benefits arising from the Fund unless the Annuitant is entitled, before the effective date of the amendment to transfer the balance of the Fund in accordance with paragraph 8 of this Addendum and, unless a notice is delivered to the Annuitant at least ninety days before the effective date, describing the amendment and the date on which the Annuitant may exercise the entitlement to transfer; (b) unless this Addendum

as amended remains in conformity with the Act and Regulation; or (c) except to bring this Addendum into conformity with requirements under an Act of Legislature or other legislation in another jurisdiction.

39. These terms and conditions shall override any inconsistent or contrary provisions in the applicable agreement or declaration of trust governing the Fund.

NOTE: To be completed by the transferring institution:

The amount of the benefit transferred to the LIF governed by this addendum was determined in a manner that differentiated on the basis of sex.

Yes     No

Your current marital status: *(This data is necessary in order to complete prescribed government forms.)*

Single     Married     Common Law     Divorced     Separated

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Branch/Account Number

\_\_\_\_\_  
Authorized agent of/Representative for the Carrier