

THE DCS GROUP RETIREMENT SAVINGS PLAN – ADDENDUM AGREEMENT FOR TRANSFERS TO A LOCKED-IN RRSP – BRITISH COLUMBIA

Upon receipt of locked-in money, Royal Trust further agrees to, and the Annuitant acknowledges, the following:

1. For the purposes of this Addendum, the word “Act” means the Pension Benefits Standards Act of British Columbia and the word “Regulations” means Regulations made under that Act.
2. For the purposes of this Addendum, the words “Approved”, “Contract”, “Former Member”, “Life Annuity Contract”, “Locked-in”, “Pension”, “Pension Plan”, “Spouse”, “Transfer” and “Underwriter” shall have the same meaning as such words have in the Act or Regulations; and the terms “Annuitant”, “Plan” and “Royal Trust” shall have the same meaning as are given to them in the Declaration of Trust.
3. Notwithstanding anything to the contrary contained in this Plan, including any endorsements forming a part thereof, “Spouse” does not include any person who is not recognized as a spouse for the purposes of the Income Tax Act (Canada) respecting registered retirement savings plans.
4. Subject to paragraph 15 of this Addendum, the property transferred into the Plan, including all investment earnings, shall be Locked-in during the lifetime of the Annuitant, and shall be used to provide a Pension as required by the Act and Regulations.
5. No property that is not Locked-in may be transferred to or held under the Plan.
6. Subject to paragraph 7 of this Addendum, no withdrawal, commutation or surrender of property is permitted except where an amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada) in respect of this Plan.
7. A lump sum payment or a series of payments may be made to the Annuitant where a physician certifies that due to mental or physical disability, the life expectancy of the Annuitant is likely to be shortened considerably.
8. Except as provided in the Act or Regulation, the property of the Plan may not be assigned, charged, alienated or anticipated, and is exempt from execution, seizure or attachment, and any transaction purporting to assign, alienate or anticipate the property is void. Pension benefits are a family asset under the Family Relations Act.
9. The property of the Plan will be invested in a manner that complies with the terms of the Declaration of Trust and the rules for the investment of registered retirement savings plans as provided for in the Income Tax Act (Canada) and the regulations thereunder. Notwithstanding the foregoing, the property shall not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Annuitant, the parent, brother, sister or child of the Annuitant, or the Spouse of any such person.

10. Royal Trust affirms that the Pension to be provided to a Former Member who has a Spouse at the date when the Pension commences shall be in the form of a joint-and-last survivor pension under which not less than 60% of the value of the annuity payments shall continue to the Spouse for the Spouse's lifetime following the death of the Former Member.
11. A Former Member's Spouse may waive entitlement to the survivor pension required under paragraph 10 by filing a waiver in the form and manner required under Section 35 of the Act.
12. If property of the Plan is paid out contrary to the Act, the Regulations, or this Addendum, Royal Trust shall provide or ensure the provision of a Pension in a manner and in an amount that would have been provided had such property not been paid out.

13. If a Former Member should die, the property of the Plan shall:

- (a) if the Former Member is survived by a Spouse,
 - (i) be applied to purchase a Life Annuity Contract for the Former Member's Spouse as specified in paragraph 60(1)(ii) of the Income Tax Act (Canada),
 - (ii) be transferred to another Locked-in Registered Retirement Savings Plan for the Former Member's spouse whose specimen Contract has been approved by the British Columbia Superintendent of Pensions and on the relevant conditions as specified in the Regulation, or
 - (iii) be transferred to a prescribed retirement income fund within the meaning of paragraph 33(2)(c) of the Act ("Prescribed Retirement Income Fund") and on the relevant terms as specified in the Regulation.

Unless the surviving spouse waives spousal entitlement in the form and manner set out in the Regulation.

- (b) if the Former Member is not survived by a Spouse,
 - (i) be paid to the Former Member's designated beneficiary, or
 - (ii) if no beneficiary has been designated, be paid to the Former Member's estate.

Unless the surviving spouse waives spousal entitlement in the form and manner set out in the Regulation.

14. No transfer of property from the Plan is permitted except:

- (a) to transfer the property to another Locked-in Registered Retirement Savings Plan which appears on the list of Approved Underwriters and Contracts maintained by the British Columbia Superintendent of Pensions and on the relevant conditions as specified in the Regulation;

- (b) to purchase a Life Annuity Contract, as stipulated in subparagraph 146(1) of the Income Tax Act (Canada);
 - (c) to transfer the property to another Pension Plan on the conditions specified in paragraph 33(2)(a) of the Act; or
 - (d) to transfer the property to a Prescribed Retirement Income Fund, on the relevant conditions as specified in the Regulation;
15. Before transferring property to another Underwriter, Royal Trust shall:
- (a) ensure that the transferee Underwriter's name and contract appears on the list of Underwriters approved by the British Columbia Superintendent of Pensions,
 - (b) advise that Underwriter in writing of the Locked-in status of the property; and
 - (c) receive an undertaking from that Underwriter to deal with the property in accordance with the Locked-in provisions of the Act and Regulations.
16. If Royal Trust does not comply with paragraph 15, and the transferee Underwriter fails, to pay the property transferred in the form of a Pension or in the manner required by the Act and Regulations, Royal Trust shall be liable for the provision of a Pension to the Annuitant as required under paragraph 12 of this Addendum.
17. Where the Annuitant fails to instruct Royal Trust in writing with respect to the form of Pension to be provided, or fails to provide such documentation as may be required to start such a Pension, at least sixty (60) days (or such shorter period as Royal Trust may permit in its discretion) prior to December 31st in the year that the Annuitant attains the Maturity Date, Royal Trust shall transfer the property of the Plan to a Prescribed Retirement Income Fund opened and registered for such purpose in the name of the Annuitant. The "Maturity Date" of the Plan shall occur no later than the end of the calendar year in which the Annuitant shall have attained the age specified in the Income Tax Act (Canada). Where any such property is not a qualified investment for the Prescribed Retirement Income Fund, Royal Trust shall convert it into cash and transfer such cash into the Prescribed Retirement Income Fund. Upon transfer of all such property or cash to the Prescribed Retirement Income Fund:
- (a) if the Annuitant is the Former Member and is survived by a Spouse, the surviving Spouse will be the beneficiary upon the Annuitant's death, otherwise the Annuitant shall be deemed not to have elected to designate any beneficiary upon death; and
 - (b) the Annuitant shall be subject to all the terms and conditions of the Prescribed Retirement Income Fund as stated in the documents pertaining thereto as if the Annuitant had at that time instructed Royal Trust to transfer the property of the Plan to the Prescribed Retirement Income Fund, had signed the appropriate documents to effect such transfer, and had refrained from making the designations as referred to herein.

18. In the case of conflicting or inconsistent provisions, the conditions of the Addendum will take precedence over the provisions of the Declaration of Trust.
19. Royal Trust and the Annuitant hereby affirm and agree to be bound by the provisions contained in the Declaration of Trust and this Addendum.

Date: _____

THE ROYAL TRUST COMPANY

(Signing Officer)

(Annuitant)