



MACKENZIE

Investments

Part I - Manitoba PRIF Addendum

We are pleased to provide you with this Addendum which forms part of the DOT contained in the Application signed by you. This Addendum contains additional provisions that govern your Prescribed Retirement Income Fund (PRIF).

We ask that you review this Addendum and keep this copy for your records. If you have any questions regarding this Addendum, please contact your Financial Advisor or Client Relations at 1-800-387-0614.

Thank you for continuing to make Mackenzie Investments a part of your long-term investment plan.

Sincerely,

MACKENZIE INVESTMENTS

Part II - Addendum

Definitions

1. The "Application" refers to the Mackenzie Multi-Plan Application. The "DOT" refers to the Mackenzie Retirement Income Fund Declaration of Trust.
2. This Addendum shall form part of the DOT contained in the Application. The provisions of this Addendum shall take precedence over any provisions to the contrary contained in the DOT, so long as those provisions do not contravene the *Income Tax Act* (Canada)
3. "Pension Legislation" refers to the *Pension Benefits Act* of Manitoba ("the Act") and its Regulations ("the Regulations").
4. A "Manitoba PRIF" refers to a Prescribed Retirement Income Fund governed by the Pension Legislation, and will hereinafter be referred to in this Addendum as a "PRIF".
5. The individual whose signature appears on this Addendum is the "Applicant" under the Retirement Income Fund and the Applicant hereby transfers money and other property to B2B Trustco (the "Trustee"), which agrees to act as trustee of the trust created hereunder. The Trustee's Head Office is located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario, M5L 0A2.
6. The following terms, where used in this Addendum, shall have the same meaning as in the Pension Legislation:
 - a. "Common-law Partner";
 - b. "Common-law Relationship";
 - c. "Life Income Fund" ("LIF");
 - d. "Life Annuity Contract";
 - e. "Locked-in Retirement Account" ("LIRA");
 - f. "Pension Plan";
 - g. "Prescribed RRIF" ("PRIF");
 - h. "Spouse"; and
 - i. "Superintendent".
7. Notwithstanding anything to the contrary contained in this Addendum, the terms "Spouse", and "Common-law Partner" do not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

Establishing the PRIF

8. All contributions and investment income held in the PRIF shall be subject to the investment provisions of the RIF, and the restrictions under this Addendum, the Act and the Regulations.
9. As of October 1, 2021, the Applicant may only transfer amounts into the PRIF from one or more of:
 - a. a LIRA,
 - b. a LIF,
 - d. another PRIF, or
 - d. a Pension Plan.
10. Subject to an order under *The Garnishment Act* to enforce a maintenance order within the meaning of that Act, to an order under section 59.3 of *The Family Maintenance Act* to preserve assets, to subsections 21.4(3) to (5), and to the Regulations, the Applicant may not transfer any funds into the PRIF from a prescribed retirement benefit plan unless the Applicant:
 - a. is at least 55 years of age;
 - b. is the annuitant under one or more prescribed retirement benefit plans or the member of a Pension Plan;

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- c. has satisfied the Superintendent that the Applicant has not previously made a transfer to a PRIF under subsection 21.4(2) of the Act; and
 - d. has provided the written consent of his or her Spouse or Common-law Partner, where such consent is required by the Regulations, in a form and manner approved by the Superintendent.
11. 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 the RRIF
- a. may not be assigned, charged, anticipated or given as security, and any transaction purporting to do so is void, and
 - b. is exempt from execution, seizure or attachment.

Transferring assets from the PRIF

12. The Applicant may transfer all or any part of the balance of the PRIF:
- a. to another PRIF;
 - b. to purchase a Life Annuity Contract; or
 - c. to a Pension Plan, if the transfer is permitted by the terms of the plan.

Death of Applicant – Survivor benefits

13. If any part of the balance of the PRIF is derived, directly or indirectly, from the Applicant's previous entitlement, as a member of a Pension Plan, to pension benefits under that plan, then upon the Applicant's death the balance of the PRIF shall be paid

- a. to the Applicant '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
 - b. in any other case, to the designated beneficiary or the estate of the Applicant.
14. If the Applicant is not a member or former member and dies, the balance of the PRIF shall be paid to the designated beneficiary or the estate of the Applicant.

Withdrawals and transfers contrary to this Addendum

15. If all or any part of the balance of the RRIF is paid out contrary to the Act or Division 5 of the Regulations, the administrator of the RRIF will provide, or ensure the provision, of an amount equal to the amount of the balance paid out.

Amending the Addendum

20. This Addendum is subject to all applicable legislation, as may be amended from time to time, which will prevail over any inconsistent or conflicting provisions in the Addendum.

Other

21. No money that is not locked in under the Act will be transferred to or held under this PRIF.

Part III – Applicant signature

I, , have read and understand the restrictions applicable to the DOT as per this Addendum.

Signature

Date