

- RETIREMENT INCOME FUND (RIF)
- LIFE INCOME FUND (LIF)
- LOCKED-IN RETIREMENT INCOME FUND (LRIF)

# Retirement income account



# Application for retirement income account



## Your investment professional

for all transactions

Dealer company's name	Dealer code	Rep. code
Investment professional's name	Phone (    )	

## Type of account

for all transactions

<input type="radio"/> New account <input type="radio"/> Additional investment to existing account	Fidelity account no.
<input type="radio"/> Retirement Income Fund (RIF) <input type="radio"/> Spousal RIF <input type="radio"/> Life Income Fund (LIF) <input type="radio"/> Locked-in Retirement Income Fund (LRIF) (attach locked-in agreement and indicate legislation ..... )	

## Transfer information

attach all transfer documentation

Funds to be transferred from		
<b>FOR RIF OR SPOUSAL RIF</b>	<b>FOR LIF</b>	<b>FOR LRIF</b>
<input type="radio"/> a Registered Retirement Savings Plan (RRSP) <input type="radio"/> a Spousal RRSP <input type="radio"/> another RIF	<input type="radio"/> a Locked-in Retirement Account (LIRA) <input type="radio"/> a Registered Pension Plan (RPP) <input type="radio"/> an LRIF <input type="radio"/> another LIF	<input type="radio"/> a Locked-in Retirement Account (LIRA) <input type="radio"/> a Registered Pension Plan (RPP) <input type="radio"/> a LIF <input type="radio"/> another LRIF

## Personal information

for all transactions

<input type="radio"/> Mr. <input type="radio"/> Dr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Miss	Last name	First name	Initial
Date of birth day/month/year	SIN mandatory	<input type="radio"/> English <input type="radio"/> French	Home phone (    ) Work phone (    )
Street address	Apt/Suite	City	Province    Postal code

## Spouse information

for Spousal RIF only

<input type="radio"/> Mr. <input type="radio"/> Dr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Miss	Last name	First name	Initial
Date of birth day/month/year	SIN mandatory	<input type="radio"/> English <input type="radio"/> French	Home phone (    ) Work phone (    )

## Investment selection

for all transactions

NOTE: U.S. currency funds are not available for registered accounts.

Fund name	Fund code	ISC sales charge %	Allocation <input type="radio"/> \$ <input type="radio"/> %
<b>TOTAL INVESTMENT AMOUNT</b>			<b>\$</b>

## Rebalancing foreign content

If you do not check one of the following, Fidelity, on behalf of The Canada Trust Company, will automatically rebalance your account to your largest Canadian-content holding, so that it does not exceed the maximum amount allowed by the Canada Customs and Revenue Agency.

Rebalance the foreign content equally among the Canadian-content funds held in my account.
  Rebalance the foreign content into the following Fidelity Canadian-content fund: .....

## Payment instructions

for all transactions

Withdrawal amount (select one) <input type="radio"/> I want to withdraw the minimum amount. <input type="radio"/> I want to withdraw the maximum amount (LIF & LRIF only). <input type="radio"/> I want to withdraw the following amounts: From fund code                      Amount	RIF ONLY: Term of payments based on <input type="radio"/> my age <input type="radio"/> my spouse's date of birth:    day/month/year
	Frequency (select one) <input type="radio"/> monthly <input type="radio"/> quarterly <input type="radio"/> semi-annually <input type="radio"/> annually
	Start date day/month/year                      RIF ONLY: Payments to be <input type="radio"/> gross <input type="radio"/> net <input type="radio"/> other
	Method of payment <input type="radio"/> send cheque to my address <input type="radio"/> deposit to non-registered Fidelity account # ..... <input type="radio"/> direct deposit (provide banking details in next section)
<b>TOTAL WITHDRAWAL AMOUNT</b>	<b>\$</b>

## Banking information

required if you chose direct deposit for method of payment

Attach void cheque here or provide banking details:

Name of financial institution		Address	
Transit number	Bank code	Your account number	Name(s) on account

attach void cheque here

## Systematic exchanges

optional

within the same load option

I authorize Fidelity to exchange funds within my Fidelity account as follows:

From Fidelity fund	Amount <input type="radio"/> Fixed \$ <input type="radio"/> # units	To Fidelity fund
Start date day/month/year	Frequency (select one) <input type="radio"/> every 2 weeks <input type="radio"/> monthly <input type="radio"/> every 2 months <input type="radio"/> quarterly <input type="radio"/> semi-annually <input type="radio"/> annually	<input type="radio"/> twice a month — which dates? .....

## Your successor annuitant and beneficiary

optional

NOTE: The beneficiary cannot be the same as the successor annuitant.

You may wish to seek professional advice regarding the effectiveness of this beneficiary designation under the laws applicable in your province. In certain provinces, a beneficiary designation may be made only by will, and in some cases the rights of your spouse may override a beneficiary

### DESIGNATION OF SUCCESSOR ANNUITANT

In the event of my death, I elect that payments from my Plan will continue to my spouse named below, if he/she survives me and is my spouse on the date of my death.

Name of spouse (First and last name, in full)

Date of birth  
day/month/year

SIN

designation. Depending on your situation, you may also wish further information on the impact of future marriages or divorces, the effect of a locked-in addendum attached to the Plan, or circumstances in which you may wish to change your beneficiary.

### DESIGNATION OF BENEFICIARY

If I have designated my spouse as successor annuitant, the following beneficiary designation will be effective only if my spouse predeceases me or is not my spouse on the date of my death. I designate the person named below as the beneficiary under the Plan, provided this person is living at the date of my death; otherwise, payment will be made to my estate. I reserve the right to revoke this designation.

Name of beneficiary (First and last name, in full)

Relationship

I consent to electronic delivery of Fund Annual Reports and Semi-Annual Reports. Fidelity will give me notice by e-mail if they wish to deliver any other documents electronically. I am not required to consent, and I can remove my consent at any time by calling 1(800) 263-4077. I can also receive a paper copy of the reports by calling the same number. I will check [www.fidelity.ca](http://www.fidelity.ca) for documents regularly, and

I acknowledge that I can view documents in pdf format. I will tell Fidelity immediately if my e-mail address changes. My e-mail address is:

## Communications

for all transactions

I acknowledge that I have received a copy of the current Simplified Prospectus(es) and current financial statements of the Fund(s) selected and understand that these transactions are made under the terms and conditions therein. I understand that mutual funds are not insured under the Canada Deposit Insurance Corporation Act or le Régie de l'assurance-dépôts du Québec. I certify that the information provided by me on this application is complete and true in all respects. I request that this application and all documentation relating to my account or Plan, including any LIRA Addendum, be provided to me in English. Je vous prie de me faire parvenir la présente demande ainsi que toute la documentation afférente à mon compte ou à mon Régime en français.


TO: THE CANADA TRUST COMPANY (THE "TRUSTEE")  
I hereby request The Canada Trust Company to act as Trustee of my retirement income plan (the "Plan") and to apply for registration of the Plan under the Income Tax Act (Canada) and, if applicable, any provincial income tax legislation. I acknowledge and agree to be bound by the terms and conditions set out in the Declaration of Trust set forth on the reverse side hereof and, if applicable, the LIF or LRIF Addendum which forms part of the Plan, as amended from time to time. I understand that the payments I receive from my Plan are taxable and may be subject to withholding tax.

## Your signature

for all transactions

Date day/month/year	Your signature/Annuitant's signature (for registered accounts) X	Your spouse's signature for ON and NS LIF only X
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Accepted by Fidelity Investments Canada Limited, as agent for The Canada Trust Company, Trustee.

Date day/month/year	Authorized signature 
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FUND NAME (SERIES A)	100% RSP ELIGIBLE	FOREIGN CONTENT*	CANADIAN \$ FUND CODE <sup>†</sup>	
<b>Equity funds</b>				
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Aggressive Fund	●		0515	0215
Fidelity Canadian Growth Company Fund	●		0565	0265
Fidelity Canadian Large Cap Fund (formerly Fidelity Capital Builder Fund)	●		0531	0231
Fidelity Disciplined Equity Fund	●		0524	0224
Fidelity True North® Fund	●		0525	0225
<b>AMERICAN</b>			<b>DSC</b>	<b>ISC</b>
Fidelity American Opportunities Fund		●	0563	0263
Fidelity Growth America Fund		●	0534	0234
Fidelity Small Cap America Fund		●	0561	0261
<b>INTERNATIONAL</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Emerging Markets Portfolio Fund		●	0575	0275
Fidelity European Growth Fund		●	0428	0228
Fidelity Far East Fund		●	0537	0227
Fidelity International Portfolio Fund		●	0530	0230
Fidelity Japanese Growth Fund		●	0821	0220
Fidelity Latin American Growth Fund		●	0551	0251
Fidelity Overseas Fund		●	0570	0270
<b>SECTOR</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Focus Consumer Industries Fund		●	0512	0212
Fidelity Focus Financial Services Fund		●	0548	0248
Fidelity Focus Health Care Fund		●	0599	0299
Fidelity Focus Natural Resources Fund		●	0577	0277
Fidelity Focus Technology Fund		●	0597	0297
Fidelity Focus Telecommunications Fund		●	0592	0292

<b>Asset allocation and balanced funds</b>				
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Asset Allocation Fund	●		0581	0281
Fidelity Canadian Balanced Fund	●		0582	0282
<b>INTERNATIONAL</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Global Asset Allocation Fund		●	0349	0249

<b>Fixed income and money market funds</b>				
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Bond Fund	●		0533	0233
Fidelity Canadian Short Term Bond Fund	●		0585	0285
Fidelity Canadian Money Market Fund	●		0535	0229
<b>AMERICAN</b>			<b>DSC</b>	<b>ISC</b>
Fidelity American High Yield Fund		●	0555	0255

\* Your Investment Professional can help you determine and monitor the foreign content of your RSP holdings to avoid tax penalties. Amounts in excess of the allowable percentages established from time to time by the Income Tax Act (Canada) will be subject to tax penalties.

<sup>†</sup> DSC = Deferred Sales Charge ISC = Initial Sales Charge

CLASS NAME (SERIES A)	100% RSP ELIGIBLE	FOREIGN CONTENT*	CANADIAN \$ FUND CODE <sup>†</sup>	
			DSC	ISC
<b>Capital structure class</b>				
<b>CANADIAN FIXED INCOME</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Short Term Income Class		●	0546	0246
<b>CANADIAN BALANCED</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Balanced Class		●	0526	0226
<b>CANADIAN EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Growth Company Class		●	0554	0254
Fidelity Disciplined Equity Class		●	0596	0296
Fidelity True North® Class		●	0586	0286
<b>U.S. EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity American Opportunities Class		●	0558	0258
Fidelity Growth America Class		●	0584	0284
Fidelity Small Cap America Class		●	0574	0274
<b>INTERNATIONAL EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity European Growth Class		●	0598	0298
Fidelity Far East Class		●	0516	0216
Fidelity International Portfolio Class		●	0578	0278
Fidelity Japanese Growth Class		●	0514	0214
<b>SECTOR</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Focus Consumer Industries Class		●	0505	0205
Fidelity Focus Financial Services Class		●	0518	0218
Fidelity Focus Health Care Class		●	0544	0244
Fidelity Focus Natural Resources Class		●	0580	0280
Fidelity Focus Technology Class		●	0590	0290
Fidelity Focus Telecommunications Class		●	0541	0241

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† DSC = Deferred Sales Charge ISC = Initial Sales Charge

Fidelity mutual fund trusts and classes of Fidelity Capital Structure Corp. are collectively known as 'Fund(s)'.



VISIT US ONLINE AT  
[www.fidelity.ca](http://www.fidelity.ca)

CALL FIDELITY  
CLIENT SERVICES AT  
1 800 263-4077

FAX US AT  
1 800 387-8092

## Tips to help you complete this form

Print all information clearly. Errors can take up valuable time.

Complete the *Personal information* section completely and carefully. The application cannot be processed without it.

Staple all required documents to Fidelity's copy, including cheques.

When completing the *Investment selection* section,

- ◆ Copy the fund code carefully from the fund list we've provided.
- ◆ Abbreviate the fund name, eliminating the words "Fidelity" and "Fund." For example, to choose the Fidelity Canadian Growth Company Fund, simply print "Canadian Growth Company" or "Cdn Growth Co." We use this name to verify the code you have written.
- ◆ Check one circle to show whether you are using dollar amounts or percentages.

When completing the *Payment instructions* section,

- ◆ **For all accounts** Your first payment must not be later than the end of first complete calendar year after the date of this application. If your first payment is within this calendar year, a withholding tax will be applied. Your election cannot be changed after the first payment is made out of the Plan, even if your spouse dies or you and your spouse separate.
- ◆ **For RIF and Spousal RIF** Each year, you must withdraw a minimum amount based on your age or your spouse's age. If you withdraw more than the minimum, a withholding tax will be applied.
- ◆ **For LIF** You must withdraw a minimum amount each year. You can withdraw more than the minimum, but there is a limit to what you can withdraw to be sure there is enough money to provide an income until you're 80. If your instructions exceed the maximum, you will receive only the maximum.
- ◆ **For LRIF** You must withdraw a minimum amount each year. You can withdraw more than the minimum, but there is a limit to what you can withdraw. If your instructions exceed the maximum, a withholding tax will be applied.

To have the payments deposited directly into your bank account, complete the sections called *Payment instructions* and *Banking information*.

The applicant needs to sign the form. The applicant's signature in the section called *Your signature* applies to all information provided on the form. For LIF applications in Ontario and Nova Scotia, the applicant's spouse must also sign the application in the *Your signature* section.

Send the original signed form with the initial payment to Fidelity at 483 Bay Street, Suite 200, Toronto ON M5G 2N7. The applicant gets the second copy, and the investment professional gets the last copy.

You may fax this form to Fidelity at 1 800 387-8092, but it must be followed by the original signed form and initial payment, within 3 business days of the date it was signed.

Visit us online at

[www.fidelity.ca](http://www.fidelity.ca)

or call Fidelity Client Services at  
1 800 263-4077

or fax us at  
1 800 387-8092

Fidelity Investments Canada Limited  
483 Bay Street, Suite 200  
Toronto, Ontario M5G 2N7

**FIDELITY INVESTMENTS  
RETIREMENT INCOME FUND  
DECLARATION OF TRUST**

The Canada Trust Company (the "Trustee"), a trust company incorporated under the laws of Canada, hereby declares that it agrees to act as trustee under the Fidelity Investments Retirement Income Fund ("your Plan") for you, the applicant named in the application (the "Application") on the reverse side of this declaration on the following terms and conditions.

- 1. REGISTRATION** The Trustee will apply for registration of your Plan under the provisions of the Income Tax Act (Canada) (the "Act"). If you reside in Quebec as indicated by your address in the Application, the Trustee will also apply for registration of your Plan under the provisions of the Taxation Act (Quebec).
- 2. COMPLIANCE** At all times, your Plan will comply with all relevant provisions of the Act and, if applicable, the Taxation Act (Quebec) with respect to a registered retirement income fund ("RRIF"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation.
- 3. TRANSFERS TO YOUR PLAN** You may from time to time transfer cash or securities that are acceptable to the Trustee in its sole discretion from: (i) your registered retirement savings plan ("RRSP") or RRIF; (ii) you to the extent that the transfer is an amount described in paragraph 60(l)(v) of the Act; (iii) your spouse's or former spouse's RRSP or RRIF in circumstances to which subparagraph 146.3(2)(f)(iv) of the Act applies; or (iv) any other source permitted by the Act from time to time. The Trustee will hold assets transferred to your Plan, investments made with those assets and any income or capital gains realized in respect of those investments in trust for you in accordance with the terms and conditions of this declaration.
- 4. INVESTMENTS** Property transferred to your Plan will be invested (and reinvested from time to time) in the investments selected by you from time to time at the then current offering price next determined following the receipt of the transferred property. In making your investment selection, you may select securities of mutual funds managed by Fidelity Investments Canada Limited or other investments acceptable to the Trustee in its sole discretion. In making investments for your Plan, the Trustee will not be limited to investments authorized by legislation governing the investment of property held in trust. Cash distributions received by the Trustee in respect of investments held in your Plan will be invested in additional investments of the same type. In the absence of satisfactory investment instructions, the Trustee will invest cash in units of Fidelity Canadian Money Market Fund.
- 5. PAYMENTS TO THE PLANHOLDER** The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second calendar year of your Plan. In each calendar year, the total payments to you from your Plan will not be less than the minimum amount (the "Minimum Amount") required to be paid under the Act. The amount of any payment from your Plan will not exceed the value of the property of your Plan immediately before the time of the payment. You may specify in writing in a form satisfactory to the Trustee, the amount and frequency of the payments to be made during any year. You may change the amount and frequency of the payments or request additional payments by instructing the Trustee in writing in a form satisfactory to the Trustee. If you do not specify the amount and frequency of payments to be made in a year or if the amount that you specify is less than the Minimum Amount for a year, the Trustee will make a payment or payments as it deems necessary, in its sole discretion, to ensure that the Minimum Amount for that year is paid to you. In the absence of satisfactory instructions, the Trustee may sell investments of your Plan selected by it, in its sole discretion, for the purpose of making payments to you. Payments from your Plan will be paid to you net of all proper charges including tax required to be withheld. The Trustee may impose any other reasonable requirements and conditions in respect of the foregoing. A payment to you will be deemed to have been made when: (i) a cheque payable to you is mailed in a postage pre-paid envelope addressed to you at the address indicated on the Application or subsequently provided by you to the Trustee in writing; or (ii) an amount is electronically transferred to the credit of a bank account designated by you in writing.
- 6. CALCULATION OF THE MINIMUM AMOUNT** The Minimum Amount will be zero in the first calendar year of your Plan and for each subsequent year will be calculated in accordance with the provisions of the Act. You may elect to base the Minimum Amount on your age or your spouse's age. This election is binding and cannot be changed, revoked or amended under any circumstances.
- 7. DATE OF BIRTH** The statement of your birth date in the Application is deemed to be a certification of your age on which the Trustee may rely and your undertaking to provide proof of your age if requested by the Trustee.
- 8. TRANSFERS** Following the receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer all or part of the assets of your Plan (net of all proper charges and any amount that the Trustee is required by the Act to retain to ensure the payment of the Minimum Amount) to the issuer of a RRSP, a RRIF or a life annuity that conforms with the Act, as instructed by you in the notice. The transfer of assets will be made subject to any restrictions under the Act.
- 9. YOUR RESPONSIBILITY** You alone are responsible for ensuring that: (i) the investments held in your Plan are qualified investments for your Plan under Act; (ii) investment in foreign property does not exceed the permitted limits under the Act; and (iii) any annuity purchased with assets of your Plan complies with the Act.
- 10. FOREIGN PROPERTY AND NON-QUALIFIED INVESTMENTS** If your Plan becomes liable for tax, interest or penalties under the Act or similar provincial legislation, the Trustee will realize sufficient investments of your Plan to pay the liability and the Trustee will not be liable for any resulting loss.
- 11. INCOME TAX RECEIPTS** Before April of each year, the Trustee will provide you with any applicable income tax statement pertaining to your Plan and required to be filed with your personal income tax return for the previous year.
- 12. DESIGNATION OF BENEFICIARY** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate (i) your spouse as successor annuitant of your Plan; or (ii) a beneficiary to receive the assets of your Plan in the event of your death. You may make, change or revoke your designation by written notice signed by you in a form acceptable to and received by the Trustee before your death. Any designation, amended designation or revoked designation will be valid on the day following its receipt by the Trustee.
- 13. DEATH OF THE PLANHOLDER** Upon receipt of satisfactory evidence of your death, the Trustee will continue payments to your spouse provided he or she is the successor annuitant of your Plan. If your spouse becomes the successor annuitant of your Plan, he or she will be deemed to be the

annuitant of your Plan with the same rights as if he or she had been the original annuitant. If your spouse is not the successor annuitant, the Trustee will hold the assets of your Plan for payment in a lump sum to your designated beneficiary. If you have not designated a beneficiary or if the designated beneficiary predeceases you, the payment will be made to your legal representatives. The payment will be made subject to the deduction of all proper charges, including income tax required to be withheld, after the Trustee receives the releases and other documents that it requires in its sole discretion.

**14. YOUR ACCOUNT** The Trustee will maintain an account in your name recording all transfers to your Plan, investments held in your Plan, income earned on investments, payments from your Plan, expenses incurred by your Plan and the minimum and maximum amount payable from your Plan. The Trustee will send you a statement of your account at least once a year.

**15. PROHIBITION** Except as generally permitted under the Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. Neither the assets of your Plan or payments under your Plan may be pledged, assigned to others, or otherwise encumbered in whole or in part. The Trustee will not make any payments from your Plan except those specifically permitted under the terms and conditions of this declaration or the Act.

**16. AMENDMENTS** From time to time, the Trustee may amend this declaration with the approval of Canada Customs and Revenue Agency provided that the amendment does not disqualify your Plan as a RRIF under the Act. Any amendment to ensure that your Plan continues to comply with the Act will be effective without notice provided that, in the Trustee's sole opinion, the amendment does not adversely affect your rights under your Plan. Any other amendment will be effective not less than thirty (30) days after written notice has been provided to you.

**17. NOTICE** Any notice given to you by or on behalf of the Trustee will be sufficiently given if mailed, postage prepaid, to you at your address as reflected in the Application or any subsequent address that you have provided to the Trustee in writing for that purpose. Notice will be deemed to have been received by you on the day of mailing.

**18. DELEGATION OF DUTIES** Without detracting in any way from the responsibility of the Trustee, the Trustee may appoint agents including, but not limited to Fidelity Investments Canada Limited, and may delegate to its agents the performance of clerical, administrative and other duties under this declaration. The Trustee may employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. The Trustee will not be liable for the acts or omissions of any of its advisors or agents. The Trustee may pay to any advisor or agent all or part of the fees received by it under the terms of this declaration. Notwithstanding any other provision in this declaration, the Trustee acknowledges that it is ultimately responsible for the administration of your Plan.

**19. FEES AND EXPENSES** From time to time, the Trustee may charge you or your Plan fees for its services and expenses. The Trustee is entitled to reimbursement for all disbursements and expenses (including taxes, interest and penalties) reasonably incurred by the Trustee in connection with your Plan. The Trustee will deduct its unpaid fees and expenses from the assets of your Plan and for this purpose the Trustee will realize sufficient assets of your Plan selected in its sole discretion for the payment of the fees and expenses and the Trustee will not be liable for any resulting loss.

**20. LIABILITY OF THE TRUSTEE** None of the Trustee, its officers, employees or agents will be liable for any loss suffered or for any taxes, interest or penalties imposed under the Act as a result of holding or dealing with

the assets of your Plan in accordance with instructions which it believes in good faith to have been given by you or dealing with the assets of your Plan in accordance with the provisions of this declaration. You, your personal representatives and each beneficiary under your Plan will at all times indemnify and save harmless the Trustee and its agents from all taxes, assessments, expense, liability, claims and demands arising out of the purchase, sale or retention of assets of your Plan or anything done in connection with your Plan, other than as the result of their gross negligence or willful misconduct.

**21. SUCCESSOR TRUSTEE** The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving you 30 days' written notice. Fidelity Investments Canada Limited is nominated to appoint a successor trustee. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan for all purposes as if it had been the original declarant of your Plan.

**22. LOCKED-IN PLANS** Where you have indicated in the Application that assets transferred to your Plan will be "locked-in" in accordance with applicable pension benefits legislation, a locking-in addendum (the "Addendum") provided to you by the Trustee will form part of this declaration. In the event of any inconsistency between the terms of the Addendum and the terms of this declaration, the terms of the Addendum will apply.

**23. APPLICABLE LAWS** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration means a common-law partner as defined in the Act or legally married persons.

**24. DEFINITIONS** In this contract:

- (a) **Act** means the Income Tax Act (Canada);
- (b) **RRIF** means a registered retirement income fund as defined in the Act and, where applicable, the Taxation Act (Quebec);
- (c) **RRSP** means a registered retirement savings plan as defined in the Act and, where applicable, the Taxation Act (Quebec); and
- (d) **spouse** means a common-law partner as defined in the Act or legally married persons.
- (e) **Planholder, Member and Applicant** means "Annuitant" as it applies to subsection 146 (1) of the *Income Tax Act (Canada)*.

**25. SPECIMEN PLAN** This declaration conforms with Specimen Plan RIF 997.

Revised March , 2001