

## Addendum Agreement

# RRSP

## Retirement Savings Plan

Phillips, Hager & North Multiple RSP

Addendum Agreement for Transfers to a Locked-in Retirement  
Account (LIRA)/Locked-in RSP (LRSP) (Addendum)

State Street Trust Company Canada

Phillips, Hager & North Investment Management Ltd.  
(the Plan)

## ADDENDUM AGREEMENT

*for transfers to a Locked-in Retirement Account (LIRA) or a Locked-in RSP (LRSP)*

### CONTENTS

1	Definitions.....	1	11	Transfers from the Plan.....	4
2	Compliance.....	1	12	Maturity .....	4
3	Transfers to the Plan .....	1	13	Life annuity .....	5
4	Investments .....	2	14	Quebec life annuity .....	5
5	Withdrawals .....	2	15	Payments or transfers contrary to Pension Legislation .....	5
6	Disability payments.....	3	16	Spousal waiver .....	5
7	Payments after marriage or common-law partnership breakdown .....	3	17	Prohibition .....	5
8	Marriage or common-law partnership breakdown .....	3	18	Amendments .....	5
9	Beneficiary designation .....	3	19	Statements .....	5
10	Death of annuitant.....	3			

Upon receipt of a locked-in pension benefit pursuant to applicable pension legislation where the Annuitant has elected on the Application to transfer the benefit to a LIRA or LRSP, as applicable, the Trustee and the Agent further agree to, and the Annuitant acknowledges the following:

## 1 DEFINITIONS IN THIS ADDENDUM

- (a) Act means the *Income Tax Act (Canada)*, as amended from time to time;
- (b) applicable pension legislation: means the *Pension Benefits Standards Act* (British Columbia), the *Pension Benefits Standards Act, 1985* (Canada), the *Pension Benefits Act* (Manitoba), the *Pension Benefits Act* (New Brunswick), the *Pension Benefits Act, 1997* (Newfoundland), the *Pension Benefits Act* (Nova Scotia), the *Pension Benefits Act* (Ontario), the *Supplemental Pension Plans Act* (Québec), or the *Pension Benefits Act, 1992* (Saskatchewan), whichever governs locked-in funds transferred or to be transferred to the Plan directly or indirectly from an RPP;
- (c) LIF: means a “LIF” or “life income fund” as defined in applicable pension legislation;
- (d) life annuity: means “life annuity”, “life annuity contract”, “life pension”, “deferred life annuity” or “immediate life annuity” as defined in applicable pension legislation that conforms with the Act and applicable pension legislation;
- (e) LIRA/LRSP: means a “LIRA” or “locked-in retirement account” or “locked-in registered retirement savings plan” or “locked-in RSP”) as defined in applicable pension legislation and where those terms are not defined, means a registered retirement savings plan that satisfies the conditions under applicable pension legislation for receiving funds that originate from an RPP;
- (f) LRIF: means an “LRIF” or “locked-in retirement income fund” as defined in applicable pension legislation;
- (g) RPP: means a registered pension plan or a registered supplemental pension plan governed by applicable pension legislation or established by other legislative authority;
- (h) Saskatchewan RIF: means a registered retirement income fund that satisfies the conditions under section 29.1 of the *Pension Benefits Regulations, 1993* (Saskatchewan), as amended from time to time;
- (i) spouse: means a “spouse” and/or “common-law partner” and/or “pension partner” and/or “principal beneficiary” as defined in the Act and applicable pension legislation in the context of a LIRA/LRSP provided, however, it only includes a person recognized as a “spouse” or “common-law partner” for the purposes of the Act
- (j) The terms “Plan”, “Application”, “Trustee”, “Agent” and “beneficiary” shall have the same meanings as are given to them in the Declaration of Trust.

- (k) The terms “acknowledged”, “addendum”, “approved”, “contract”, “financial institution”, “fiscal year”, “list” and “Superintendent of Pensions” have the meanings defined in applicable pension legislation. The term “Annuitant” has the meaning given to that term in the applicable Declaration of Trust and includes an “owner”, as defined under applicable pension legislation.

## 2 COMPLIANCE

If locked-in funds under applicable pension legislation are transferred or will be transferred to the Plan directly or indirectly from an RPP, the additional provisions of this Addendum form part of the Declaration of Trust. In case of any inconsistency between this Addendum and the Declaration of Trust, this Addendum will apply. Where required by applicable pension legislation, the Trustee or the Agent has filed the Declaration of Trust (including this Addendum) with and caused it to be accepted by the appropriate pension authorities in Canada. The Trustee and the Agent will comply with all relevant provisions of applicable pension legislation. Where Alberta pension legislation governs the fund, attached to this Addendum is a copy of the Alberta LIRA addendum, which forms an integral part of the Plan. The provisions of the Alberta LIRA addendum prevail over those of this Addendum in the event of any conflict or inconsistency.

Subject to paragraphs 5, 6, 7, 8, 10, and 11 of this Addendum, all money, including all investment earnings, that is subject to any transfer to or from the Plan as defined by the Declaration of Trust, is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and the applicable pension legislation.

## 3 TRANSFERS TO THE PLAN

Only property representing locked-in funds originating directly or indirectly from an RPP; a LIRA/LRSP; a life annuity the capital of which originated from an RPP; or another source permitted by the Act and applicable pension legislation from time to time may be transferred to the Plan. Where Federal, New Brunswick, Newfoundland, Nova Scotia, Ontario or Saskatchewan pension legislation governs the Plan, there shall be attached hereto a statement as to whether the commuted value of the pension benefit transferred to the Plan was determined on a basis that differentiated on the basis of sex. Where New Brunswick pension legislation governs the Plan, if the amount of the property transferred to the Plan was determined in a way that differentiated based on gender, amounts subsequently transferred to the Plan must have been differentiated on the same basis. The Agent, acting on behalf of the Trustee will not accept any transfers to the Plan from a source or in circumstances not permitted by applicable pension legislation.

Where Manitoba pension legislation governs the Plan, the Trustee and the Agent shall not provide for or permit different pensions, annuities or benefits or different options as to pensions, annuities or benefits, based on differences in sex.

*for transfers to a locked-in Retirement Account (LIRA) or a Locked-in RSP (LRSP)*

### 4 INVESTMENTS

The investments held in the Plan must comply with the investment rules imposed by the Act for a registered retirement savings plan.

Where British Columbia, Manitoba, or Newfoundland pension legislation governs the Plan, the Plan may not directly or indirectly hold any mortgage where the mortgagor is the Annuitant, the spouse, parent, brother, sister or child of the Annuitant, or the spouse of a parent, brother, sister, or child of the Annuitant.

### 5 WITHDRAWALS

Subject to paragraphs 6, 7, 8, 10, 11, and 12 of this Addendum, no withdrawal, commutation or surrender of property is permitted in respect of this Plan except where:

- (a) an amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the Act in respect of this Plan;
- (b) Québec pension legislation governs the Plan, the Annuitant may withdraw the property of the Plan as a lump sum or series of payments, subject to each of the following conditions:
  - (i) the Annuitant is at least 65 years of age at the end of the year preceding the date *on which* the payment referred to in this Section is requested;
  - (ii) the Annuitant provides the Agent, on behalf of the Trustee, a declaration that conforms with the one prescribed in schedule 0.2 of the *Regulation Respecting Supplemental Pension Plans* in force under the *Supplemental Pension Plans Act of Québec*;
  - (iii) the total of the sums credited to the Annuitant in retirement savings instruments mentioned in the schedule 0.2 referenced in above does not exceed 40% of the Maximum Pensionable Earnings, determined for the year in which the payment is made, pursuant to the Act respecting the Québec Pension Plan of Québec;
- (c) Quebec pension legislation governs the Plan, the Annuitant may withdraw all of the property of the Plan in a lump sum where the Annuitant provides evidence that the Annuitant has not been resident in Canada for at least two years and the agreed term of the investments, if any, has not expired;
- (d) British Columbia pension legislation governs the Plan, the Annuitant may withdraw the property of the Plan where:
  - (i) the Annuitant is a former member of an RPP and the value of the assets of the Plan does not exceed 20% of the YMPE for that calendar year; or (ii) the Annuitant has been absent from Canada for two or more years, has become a non-resident of Canada as determined for the purposes of the Act and completes and files the form prescribed under British Columbia pension legislation. Where the value of the assets of the Plan exceed 20% of the YMPE, the Plan may not be divided into two or more of any combination of LRSP or LIF, such that the value of the assets in any of the LRSPs or LIFs, or the Plan, are less than 40% of the YMPE;
- (e) Newfoundland pension legislation governs the Plan, the Annuitant may apply to the Agent to withdraw all of the property of the Plan in a lump sum where, at the time of making such application: (i) the value of all assets in all LIFs, LRIFs and LIRAs of the Annuitant which are governed by Newfoundland pension legislation is less than ten (10) percent of the YMPE for that calendar year; or (ii) the Annuitant has reached age 55 or the earliest date on which the Annuitant would have been entitled to receive a pension benefit under the pension plan from which the property of the Plan was transferred and the value of all assets in all LIFs, LRIFs and LIRAs of the Annuitant which are governed by Newfoundland pension legislation is less than forty (40) percent of the YMPE for that calendar year. The application shall be made on a form approved by the Newfoundland Superintendent of Pensions and accompanied by a waiver of joint and survivor pension entitlement, in a form and manner required by the Newfoundland Superintendent of Pensions, from the spouse of the Annuitant where the Annuitant is a former member of the pension plan from which the property of the Plan was transferred;
- (f) New Brunswick pension legislation governs the Plan, the Annuitant may apply to withdraw the property in the Plan if: (i) the Annuitant and his or her spouse, if any, are not Canadian citizens; (ii) the Annuitant and his or her spouse, if any, are not resident in Canada for purposes of the Act; and (iii) the Annuitant's spouse, if any, waives, in the form and manner prescribed under New Brunswick pension legislation, any rights he or she might have in the Plan under New Brunswick pension legislation or under this Addendum;
- (g) New Brunswick pension legislation governs the Plan, the Annuitant may withdraw the property in the Plan if:
  - (i) the Annuitant delivers to the Agent, on behalf of the Trustee, a form or forms prescribed under New Brunswick pension legislation;
  - (ii) the Agent, on behalf of the Trustee, is satisfied based on information provided by the Annuitant that the reported present distribution of assets transferred from RPPs connected with employment in New Brunswick is consistent with the amounts reported to have been transferred from such RPPs;
  - (iii) the total assets held by the Annuitant in all LIRAs, LIFs and life annuities would be commutable upon termination of employment if they were held in a pension fund under an RPP that permitted payment of the commuted value of the pension benefit in accordance with New Brunswick pension legislation; and
  - (iv) the total pension adjustments reported to the Annuitant by the Canada Revenue Agency for the last two taxation years immediately preceding the request for withdrawal is zero;
- (h) Nova Scotia pension legislation governs the Plan, the Annuitant may apply to withdraw all of the property of the Plan in a lump sum, subject to each of the following conditions:



- (i) an application in the form and manner prescribed under Nova Scotia pension legislation must be provided by the Annuitant to the Agent, on behalf of the Trustee;
- (ii) the Annuitant must be at least 65 years of age at the time the application is signed; and
- (iii) the value of all assets in all LIRAs, LIFs and defined contribution RPPs of the Annuitant must be less than 40% of the YMPE for the calendar year in which the application is made.

Such an application authorizes the Trustee, or the Agent on behalf of the Trustee, to pay the amount to the Annuitant and the information provided in the application may be relied on by the Trustee and the Agent. The value of all assets in all LIRAs, LIFs and defined contribution RPPs of the Annuitant will be determined in accordance with the most recent statement provided to the Annuitant for each plan, issued no more than one year prior to the date of the application. The payment shall be made within 30 days after the Agent has been provided a complete application and all required statements from the Annuitant;

- (i) Saskatchewan pension legislation governs the Plan, provided the Agent, on behalf of the Trustee, is satisfied that the Annuitant has no other locked-in money, the Annuitant may apply to withdraw all of the property in the Plan in a lump sum if the value of all the assets in the Plan does not exceed 20% of the YMPE for that calendar year; or
- (j) as may be permitted by the Act and applicable pension legislation from time to time.

Any transaction that is contrary to this paragraph 5 is void.

## **6 DISABILITY PAYMENTS**

Where as evidenced by the written opinion of a qualified medical practitioner, the life expectancy of the Annuitant is likely to be shortened considerably due to a disability in accordance with applicable pension legislation, the property of the Plan may be withdrawn as a lump sum payment or series of payments, in accordance with applicable pension legislation.

Where British Columbia, Saskatchewan, Manitoba, Newfoundland, New Brunswick or Ontario pension legislation governs the Plan, the payment or payments may only be made after the Agent, on behalf of the Trustee, receives a waiver from the spouse and/or the Annuitant, where applicable pension legislation requires, in the form and manner required by the applicable pension legislation.

### **PAYMENTS AFTER MARRIAGE OR COMMON-LAW**

## **7 PARTNERSHIP BREAKDOWN**

The property of the Plan may be subject to division under family law and applicable pension law. The Agent, acting on behalf of the Trustee will make a payment or payments out of the Plan to the extent and in the manner permitted or required by applicable law:

- (a) to effect a division of property provided the payment is made pursuant to a court order, marriage, contract or separation agreement under applicable marital property legislation; or

- (b) pursuant to an execution, seizure, attachment or other process of law in satisfaction of an order for support or maintenance

## **8 MARRIAGE OR COMMON-LAW PARTNERSHIP BREAKDOWN**

The assets under the Plan may be subject to division upon marriage or common-law partnership breakdown in accordance with applicable pension legislation or marital property legislation. Where required by applicable pension legislation, the Agent will make payments under this Addendum pursuant to either a court order or a marriage, common-law partnership contract or separation agreement entered into pursuant to applicable marital property legislation.

## **9 BENEFICIARY DESIGNATION**

The designation of a person other than the Annuitant's spouse as the beneficiary of the Plan will not be valid if the Annuitant has a spouse who is entitled to survivor benefits under the Plan because of applicable pension legislation.

## **10 DEATH OF ANNUITANT**

Following the death of the Annuitant, the property of the Plan will be paid to the surviving spouse of the Annuitant unless the surviving spouse is not entitled to survivor benefits under applicable pension legislation. If applicable pension legislation permits or requires the surviving spouse to receive a life annuity rather than a lump sum payment, the surviving spouse may instruct the Agent, on behalf of the Trustee, to transfer the property of the Plan to a LIRA/LRSP, LIF, LRIF, Saskatchewan RIF or life annuity as permitted by applicable pension legislation and the Act. If the surviving spouse fails to provide the Agent with instructions within 180 days of the Annuitant's death where Saskatchewan pension legislation governs the Plan or 60 days of the Annuitant's death in all other cases, the Agent may deal with the assets of the Plan for the surviving spouse's benefit as the Agent deems appropriate, subject to compliance with applicable pension legislation and the Act.

If there is no surviving spouse, or if the surviving spouse has waived his or her spousal entitlement in accordance with applicable pension legislation, the property of the Plan will be paid to the person designated as beneficiary of the Plan, or if no such person has been designated, to the legal representatives of the deceased Annuitant's estate. Where Newfoundland or Manitoba pension legislation governs the Plan and where the Annuitant is not the former member of the pension plan from which the property of the Plan was transferred, the property of the Plan will be paid to the person designated as beneficiary of the Plan or, if no such person has been designated, to the legal representative of the deceased Annuitant's estate.

Except as otherwise provided in this Addendum or in applicable pension legislation, any amounts paid pursuant to this paragraph 10 will discharge the Trustee and the Agent from all liability under the Plan, this Addendum and all related documents.

## **11 TRANSFERS FROM THE PLAN**

Subject to any restrictions imposed by the Act or this section, the property of the Plan may be transferred to the issuer of a RPP,

*for transfers to a locked-in Retirement Account (LIRA) or a Locked-in RSP (LRSP)*

LIRA/LRSP, life annuity and where available under applicable pension legislation, a LIF, LRIF or Saskatchewan RIF. Before transferring property of the Plan, the Agent, acting on behalf of the Trustee, will:

- (a) confirm that the transfer is permitted under applicable pension legislation and the Act;
- (b) write to the issuer of the recipient plan to notify it, where applicable, of the locked-in status of the property being transferred and the pension legislation that governs the property, and
- (c) not permit the transfer unless the issuer of the recipient plan agrees to administer the transferred property according to applicable pension legislation.

Where British Columbia, Manitoba, New Brunswick or Newfoundland pension legislation governs the Plan, the Agent, on behalf of the Trustee, will also confirm that:

- (i) the issuer of the recipient plan is on the list of approved or acknowledged financial institutions maintained by the Superintendent of Pensions of that province; and
- (ii) the recipient plan is on the list of approved or acknowledged LIRA/LRSPs, LIFs, or where applicable, LRIFs maintained by the Superintendent of Pensions of that province, and, where British Columbia pension legislation governs the Plan and money in the Plan has been held during the year in a LIF governed by British Columbia pension legislation, the Agent, on behalf of the Trustee, shall not effect a transfer to another LIF or LRSP unless the Agent notifies the issuer of the LIF or LRSP that the funds have been held under a LIF governed by British Columbia pension legislation and the date on which the funds were transferred out of that LIF.

Where British Columbia, Manitoba or Saskatchewan pension legislation governs the Plan, if the Trustee does not comply with the applicable requirements of this paragraph 11, and the transferring issuer fails to pay the money transferred in the form of a pension or in the manner required by the applicable pension legislation, the Trustee will provide or ensure the provision of the pension in a manner and in an amount that would have been provided had such property not been paid out.

Where British Columbia, Manitoba, Saskatchewan, or Newfoundland pension legislation governs the Plan and property is being transferred to a LIF, LRIF or Saskatchewan RIF, as applicable, the Annuitant's spouse and/or the Annuitant, where required by applicable pension legislation, must provide a consent or waiver in the form and manner required by that legislation.

Where British Columbia pension legislation governs this Addendum and the Plan holds identifiable and transferable securities, a transfer under this paragraph 11 may be affected by remittance of the securities of the Plan at the option of the Annuitant and the consent of the issuer of the recipient plan or annuity.

Where New Brunswick or Manitoba pension legislation governs the Plan, subject to any restrictions under the terms and conditions of investments held in the Plan, the property of the Plan will be

transferred within 30 days after the Agent, on behalf of the Trustee, has received written instructions from the Annuitant.

Where New Brunswick pension legislation governs the Plan, the property of the Plan may not be transferred to an RPP that is not registered in New Brunswick unless it is registered for persons employed in a designated jurisdiction under New Brunswick pension legislation and the Annuitant is employed in that jurisdiction by an employer who is making contributions on behalf of the Annuitant to the RPP that is to receive the amount to be transferred.

Except as otherwise provided in this Addendum or in applicable pension legislation, once a transfer pursuant to this paragraph 11 is completed, the Trustee and the Agent shall have no further liability with respect to the proceeds, or the portion thereof, as applicable, so transferred.

## 12 MATURITY

On or before December 31 of the year in which the Annuitant reaches age 71 (or such other age or date as may be specified by the Act or applicable pension legislation for commencement of a retirement income), the property of the Plan must be used to purchase an immediate life annuity that conforms with the Act and applicable pension legislation. Except where Saskatchewan pension legislation governs the Plan, if the Annuitant fails to provide satisfactory written instructions to the Agent, on behalf of the Trustee, by September 30 of that year, for the purchase of the annuity, the Agent, acting on behalf of the Trustee shall transfer the property of the Plan into to a Phillips, Hager & North Investment Management Ltd. LIF, opened and registered for such purpose in the name of the Annuitant. Where any such property is not a qualified investment for a LIF, the Agent, acting on behalf of the Trustee, shall convert the property into cash and transfer such cash into the LIF. Upon transfer of such property or cash to the LIF:

- (a) if the Annuitant has a spouse, the 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 immediate life annuity contract as stated in the documents pertaining thereto as if the Annuitant had at that time instructed the Agent, acting on behalf of the Trustee, to purchase the immediate life annuity and had signed the appropriate documents to effect such transfer, and had refrained from making the designation referred to herein; and
- (c) the Annuitant will be deemed to have elected the minimum payment from the LIF in accordance with the Act and applicable pension legislation and to have elected payments on a monthly basis.

Where Saskatchewan pension legislation governs the Plan, if the Annuitant fails to provide satisfactory written instructions to the Agent, on behalf of the Trustee, by September 30 of that year, for the purchase of an annuity, the Agent, acting on behalf of the Trustee, shall convert the property of the Plan into cash and use such cash to purchase an annuity which complies with the Act and Saskatchewan pension legislation. In this regard, the Agent, acting on behalf of the Trustee, may rely on the most recent information that it has on file

from the Annuitant regarding the Annuitant's marital status and spousal information, if applicable.

### **13 LIFE ANNUITY**

In addition to the rules imposed by the Act, a life annuity purchased with the property of the Plan must comply with applicable pension legislation. A life annuity purchased with the property of the Plan must be established for the Annuitant's life. However, if the Annuitant has a spouse on the date payments under the life annuity begin, the life annuity must be established for the lives jointly of the Annuitant and the Annuitant's spouse unless the spouse and/or the Annuitant, where required by applicable pension legislation, has provided a waiver in the form and manner required by applicable pension legislation. Where the surviving spouse is entitled to payments under the life annuity after the Annuitant's death, those payments must be at least 60 percent (or where Manitoba pension legislation governs the Plan, 66 2/3 percent) of the amount to which the Annuitant was entitled prior to the Annuitant's death. The life annuity may not differentiate based on sex except to the extent permitted by applicable pension legislation. The purchase of an annuity in accordance with this paragraph 13 discharges the Trustee and the Agent from all obligations under the Plan, this Addendum and all related documents.

### **14 QUÉBEC LIFE ANNUITY**

Where Québec pension legislation governs the Plan, the payments under a life annuity purchased with the property of the Plan may be uniformly increased because of:

- (a) an index or a rate provided for in the contract and that conforms with the adjustments permitted by the Act;
- (b) the division of property of the Plan with the Annuitant's spouse after marriage breakdown; or
- (c) the election in subsection 93(3) of the Québec pension legislation.

### **PAYMENTS OR TRANSFERS CONTRARY**

### **15 TO PENSION LEGISLATION**

Where British Columbia, Manitoba, Saskatchewan, or Newfoundland pension legislation governs the Plan, if property is paid out of the Plan contrary to applicable pension legislation, the Trustee will ensure that the Annuitant receives a life annuity in an amount and if required by applicable pension legislation, in a manner that would have been provided if the property had not been paid out of the Plan.

Where Québec pension legislation governs the Plan, if an amount is paid from the Plan contrary to the provisions of this Addendum or applicable pension legislation, the Annuitant may, unless the payment was due to a false declaration by the Annuitant, require the Trustee to pay the Annuitant the amount that was improperly paid out of the Plan.

### **16 SPOUSAL WAIVER**

Unless Federal pension legislation governs the Plan, the Annuitant's spouse and/or the Annuitant, where required by applicable pension legislation, may waive the right to a life annuity or any other benefit, as provided in applicable pension legislation, as the surviving spouse and may revoke the waiver. The Annuitant's spouse and/or the Annuitant where required by applicable pension legislation, must

give the waiver before payments under the life annuity begin in the form and manner stipulated by applicable pension legislation.

### **17 PROHIBITION**

The property of the Plan may not be assigned, charged, alienated, anticipated or given as security or subjected to garnishment, execution, seizure or attachment, except as permitted by applicable pension legislation. A transaction that is contrary to this paragraph 17 is void.

### **18 AMENDMENTS**

From time to time the Trustee may amend the Declaration of Trust (including this Addendum) if the amendment does not disqualify the Plan as a LIRA/LRSP and if the amendment is filed with and approved by Canada Revenue Agency and applicable provincial authorities. Where New Brunswick pension legislation governs the Plan, the Trustee may not make any amendment that would reduce benefits under the Plan unless an amendment is required to cause the Plan to comply with the law. The Agent, acting on behalf of the Trustee, will provide the Annuitant with 90 days' written notice (including notice of the Annuitant's entitlement to transfer the property out of the Plan) of any amendment that reduces benefits under the Plan. Where Manitoba pension legislation governs the Plan, no amendment to the Plan may be made without prior notice to the Annuitant unless the amendment is required for compliance with the Act or Manitoba pension legislation.

### **19 STATEMENTS**

The Agent, acting on behalf of the Trustee, will provide the Annuitant with account statements and/or receipts containing the information required by the applicable pension legislation.



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