



Your RETIREMENT SAVINGS PLAN

RSP Registration

Please refer to the Memorandum of Agreement and Additional Information attached hereto for details of your Retirement Savings Plan (RSP).

Members and employees of ACTRA, the Writers Guild of Canada, Actra Fraternal Benefit Society (AFBS), and such groups as may be designated by AFBS from time to time and their respective spouses, common-law partners and children are eligible to have a Retirement Savings Plan with AFBS. **Your account cannot be registered under the Income Tax Act (Canada) until completion and approval of your application. Deposits received by AFBS prior to the completion of the application, may not be withdrawn and will be held without any interest credit. Contribution tax receipts cannot be issued unless the account is registered.**

RRSP General Information

1. RRSP contributions may be deducted from your taxable income to reduce your tax payable including the year during which you turn 71 years of age.
2. Your annual contribution limit is based on the lesser of 18% of your previous year's income and the annual maximum (\$21,000 in 2009, \$22,000 in 2010, indexed to inflation thereafter).
3. RRSP contributions made during the first 60 days of the year may be deducted on your income tax return for the previous year. Otherwise, they are available for deduction in the year you made the contribution or in future years.
4. The amount of the total contribution limit that you have not deducted is carried forward indefinitely and may be deducted in a future year or years.
5. Investment income accumulated in your RRSP is not subject to tax until withdrawn.
6. Regular withdrawals are subject to withholding taxes and are taxable income for the year of withdrawal.
7. Regular withdrawals will not increase your limit for future contributions.
8. Under the First Time Home Buyers Plan or the Life-Long Learning Plan, withdrawals may be made without incurring a current tax liability. Please consult the Canada Revenue Agency website for program details, withdrawal limits, re-payment requirements and tax obligations.

Investment Funds

The AFBS Registered Retirement Savings Account offers Members the following investment options:

- The AFBS General Fund, which is invested in the range of 40% in bonds, and 60% in Canadian and Global Equities, and;
- The AFBS Bond Fund, which is invested in Government and Corporate Bonds.

For illustration purposes, the chart on the following page projects the value of a one-time \$5,000 deposit in an RRSP using an annual compounded rate of return of 6%.

Following the same example over a 10-year period but with a \$5,000 deposit each year (or a total contribution of \$50,000) an RRSP would yield \$16,000 in tax deferred investment income.

The actual investment return your RRSP will realize will depend upon what investment choices you make and the actual return which AFBS is able to generate on your behalf under variable market conditions. Past performance does not guarantee future returns.

Your MEMBERSHIP MATTERS

1000 Yonge Street
Toronto, ON
M4W 2K2

PHONE
416-967-6600
1-800-387-8897

FAX
416-967-4744
1-888-804-8929

E-MAIL
benefits@actrafrat.com

WEST
1155 Pender Street W.
Suite 320
Vancouver, BC
V6E 2P4

PHONE
604-801-6550
1-866-801-6550

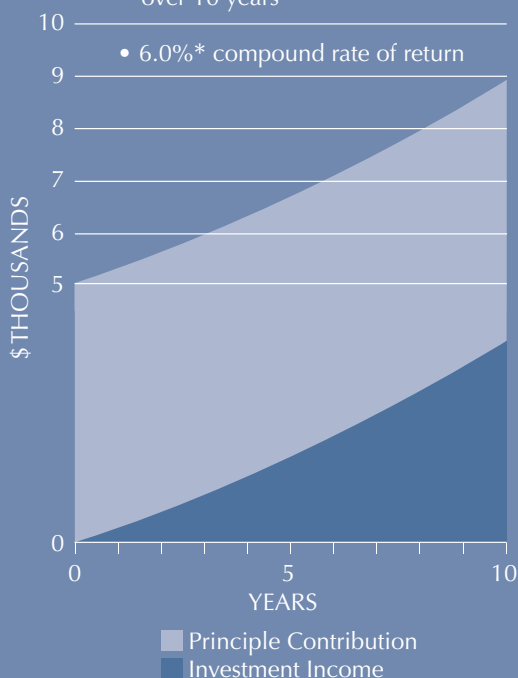
FAX
604-801-6580

E-MAIL
afbswest@actrafrat.com

Investment Returns

The Value of Compounding

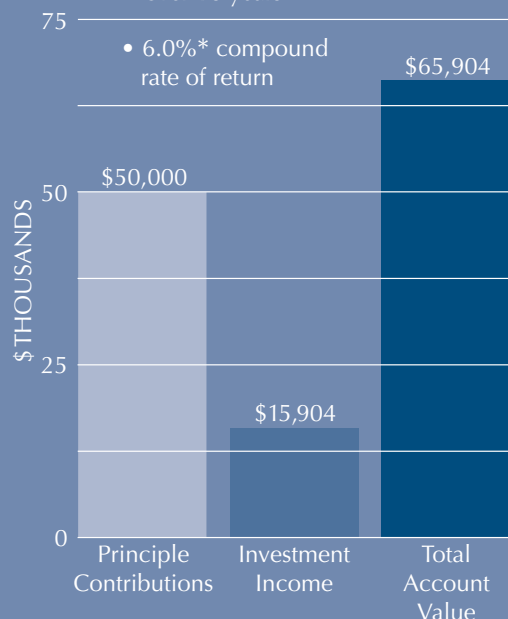
- One-time \$5,000 contribution over 10 years
- 6.0%* compound rate of return



*Illustrated example only

10 Year Growth

- \$5,000 annual contribution over 10 years
- 6.0%* compound rate of return



*Illustrated example only

RSP Additional Information

1. Fees

The investment management fees for the various fund managers will be charged to the applicable fund. Values for Member invested units in the fund will be net of these fees. Additional information regarding fees is detailed below (see 8, 9, 10 and 11).

2. Communication - RRSP Statement

Your RRSP account balance and account details will be included on your Member Statement.

Member Statements will be also posted at the AFBS website on a monthly basis for on-line access to your account information.

3. Beneficiary Designation

You may designate a beneficiary(ies) by completing AFBS Form 04. If Form 04 is not completed, your estate will be designated as your beneficiary.

4. Non-Qualified RSP Contributions (Over Your RRSP Contribution Limit)

Members may choose to provide AFBS with a copy of their tax assessment form from the previous year as this will indicate the RRSP contribution room available for RRSP contributions received from March 1st of the current year. When your contribution exceeds this limit for this period, the excess will be forwarded to you quarterly. You must elect this option by separate letter.

5. How Do I Apply For My Registered Retirement Savings Account?

Complete the enclosed application form, including allocation instructions for your RRSP contributions. Please clearly indicate your investment choice - AFBS General Fund or the AFBS Bond Fund.

6. Access to Funds on Deposit

You will not have access to any of the funds received for your account until we have received your completed application form. Any such deposits will be held without interest.

7. Annuity Contract

By regulation, you must convert your RRSP by December 31 of the year you turn age 71. You may choose to convert to an RRIF annuity or receive 100% payment of the balance of your RRSP.

8. Transfers between the AFBS Bond Fund and the AFBS General Fund

There will not be a fee for these transfers. The transfer of funds will be completed in the month following the month of receipt of the transfer request. The transfer will be completed using the month end unit value for the month during which the transfer request was received by AFBS. For example, a request received in January will be processed in February at the January unit value rate.

9. Transfers to Other Financial Institutions

There will be a fee of .5% (1/2 of 1%) of the amount transferred to another financial institution. The transfer of funds will be completed in the month following the month of receipt of the transfer request. The transfer will be completed using the month end unit value for the month during which the transfer request was received by AFBS. For example: a transfer request received in January will be processed in February at the January unit value rate.

10. Withdrawals From Your RRSP

One withdrawal per month will be accepted. Withdrawals will be completed based upon the withdrawal schedule posted (twice per month) at the AFBS website (www.actrafrat.com). There will be a fee of 10% of the amount withdrawn to a maximum of \$50.00 per withdrawal.

11. Non-Members

If you are not a Member of ACTRA or the Writers Guild of Canada (Founding Guilds) or if you have resigned from your guild, you will be charged a monthly fee of 1-1/2% annually, net of fund management fees.

12. Fund Allocation

Contributions may be allocated in any proportion between the AFBS Bond Fund and the AFBS General Fund. If an allocation between funds is not provided by the Member, then all contributions will be automatically allocated 100% for investment in the AFBS General Fund.

13. Website

Please visit our website, actrafrat.com, for additional details and other important information.



AFBS: 1000 Yonge Street
 Toronto, ON M4W 2K2
 PHONE: 416-967-6600 1-800-387-8897
 FAX: 416-967-4744 1-888-804-8929
 E-MAIL: benefits@actrafrat.com

AFBS WEST: 1155 Pender Street W., Suite 320
 Vancouver, BC V6E 2P4
 PHONE: 604-801-6550 1-866-801-6550
 FAX: 604-801-6580
 E-MAIL: afbswest@actrafrat.com

FORM 18 Retirement Savings Plan Application and Fund Allocation Form

Your AFBS ACCOUNT NUMBER (Current Accountholders Only)

IMPORTANT: Funds received for purposes of establishing an RSP at AFBS without completion of the appropriate forms will result in the funds being held on deposit *WITHOUT INTEREST* at AFBS until such time as the appropriate forms are complete. An RSP cannot be registered with the Canada Revenue Agency without complete information.

PRIVACY: Protecting your confidentiality is of the utmost importance to Actra Fraternal Benefit Society. Actra Fraternal Benefit Society collects personal information about you, as required, in order to accurately manage and administer your Account. Any personal information held by Actra Fraternal Benefit Society is only available to you or your representative, as authorized by you in writing. Unless a longer timeframe is specified in your authorization, it is valid for one year only.

If you have any questions or issues about privacy and confidentiality of your personal information, please let AFBS know. Actra Fraternal Benefit Society is committed to treating your confidential information with the greatest respect and consideration, and providing the highest possible level of service. The staff at AFBS will resolve any privacy issues with you as quickly as possible. If there is a privacy or confidentiality issue that is not resolved to your satisfaction, please provide a written outline to the Privacy Officer at Actra Fraternal Benefit Society.

SECTION 1 - Applicant/Annuitant Information (please print)

Are you a current Accountholder at AFBS? Yes No

MEMBER ACCOUNT NUMBER
 4501

NAME (Last, First, Middle Initial)

DATE OF BIRTH DD MM YYYY

TELEPHONE NUMBER () -

ADDRESS - STREET

CITY PROVINCE POSTAL CODE

SOCIAL INSURANCE NUMBER

MEMBER/GUILD NUMBER (if applicable)

Are you a Spouse of a Member? Yes No If Yes:

YOUR SPOUSE'S MEMBER ACCOUNT NUMBER
 4501

YOUR SPOUSE'S MEMBER NAME (Last, First, Middle Initial)

YOUR SPOUSE'S SOCIAL INSURANCE NUMBER

Is this a Spousal* RSP? Yes No

(* A tax receipt will be issued to the contributing Spouse.)

SECTION 2 - Fund Selection AFBS Bond Fund % AFBS General Fund %

Your Fund Selection must equal 100%. If the Fund Selection above is a **change** to your current allocation, please indicate **one** of the following:

Apply this Fund Selection to future contributions only. Apply this Fund Selection to both my current account balance and all future contributions.

SECTION 3 - Beneficiary

IMPORTANT - Beneficiary Designation/Change Form (FORM 04) is attached and **must be completed.**

SECTION 4 - Authorization

I hereby appoint Actra Fraternal Benefit Society as my agent with respect to the establishment of my Retirement Savings Plan (RSP) and request that AFBS apply for registration as an RRSP under Section 146 of the Income Tax Act (Canada). I acknowledge having read the terms and conditions described in the Memorandum of Agreement on the reverse of this form and agree to be bound by such terms.

(Applicant/Annuitant Signature)

Date DD MM YYYY

For AFBS's Use Only

Authorized AFBS Signing Officer

Date of Acceptance DD MM YYYY

Important: Please read the Memorandum of Agreement on reverse page.



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Toronto, ON M4W 2K2
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Retirement Savings Plan Application and Fund Allocation Form

MEMORANDUM OF AGREEMENT

Your Retirement Savings Plan (RSP)

Your Actra Fraternal Benefit Society Retirement Savings Plan (RSP) consists of this Memorandum of Agreement and an Application once the following conditions have been met:

- The Application is completed and signed by you the "Annuitant" (the "Planholder");
- The completed and signed Application is accepted by an authorized officer of Actra Fraternal Benefit Society ("AFBS"); and
- The Application and Memorandum of Agreement are accepted for registration by the taxation authorities under the Income Tax Act (Canada) and any applicable provincial income tax legislation (collectively referred to in this material as "the applicable tax legislation").

As long as this "Plan" remains a Registered Retirement Savings Plan, the assets and retirement income under the Plan may not be pledged as collateral, assigned, or otherwise encumbered.

As a Planholder, neither you nor any person with whom you are not dealing at arm's length, is entitled to any advantage or special consideration other than those excepted by subsection 146(2)(c.4) of the Income Tax Act (Canada).

AFBS shall have the right to amend this Plan, subject to the approval of the Executive Council of ACTRA, the Board of Directors of the Writers Guild of Canada, and the Canada Revenue Agency. Any such amendments will be effective upon approval by the Canada Revenue Agency. Within sixty (60) days of approval, a copy of any amendments will be mailed to you by ordinary mail at the address shown by you in the Application, or at the last address reasonably known to AFBS in connection with this Plan.

Eligibility

Members and employees of ACTRA, the Writers Guild of Canada ("WGC"), AFBS, such groups as may be designated by AFBS from time to time, and their respective spouses or common-law partners and children are eligible to have a Retirement Savings Plan with AFBS. The terms "spouse" and "common-law partner" when used in connection with this Plan shall be as defined for purposes of section 146 of the Income Tax Act (Canada).

Contributions

ACTRA and Writers Guild of Canada Members If you are a member of ACTRA or the Writers Guild of Canada, your Engager will remit to AFBS on your behalf and deposit to the credit of your Plan such percentage of your gross earnings as is provided for in the collective agreements negotiated by ACTRA and the Writers Guild of Canada in force from time to time. In addition, you may increase the amount of your savings for retirement by making voluntary contributions to your Plan. The total of your annual fixed and voluntary contributions must not exceed the maximum contributions allowed by the applicable tax legislation.

ACTRA, WGC and AFBS Employees If you are an employee of ACTRA, the WGC, or AFBS you may be required to contribute a percentage of your annual employment income to your Plan. In addition, you may increase the amount of your savings for retirement by making voluntary contributions to your Plan. The total of your annual required and voluntary contributions must not exceed the maximum contributions allowed by the applicable tax legislation.

Spouses, Common-law Partners and Children If you are a spouse, common-law partner or child of an ACTRA or Writers Guild of Canada member, or of an employee of ACTRA, the Writers Guild of Canada or AFBS, any contributions you make to your Plan are fully discretionary, subject to the maximum contribution limits allowed by the applicable tax legislation.

Investments

All contributions made to your Plan will be invested (and reinvested from time to time), in accordance with your written instructions, in investment vehicles offered by AFBS from time to time.

Retirement Income at Maturity

Upon the maturity of your Plan, which must be before December 31 of the year in which you turn age 71, or such other year (the "Conversion Year") specified by the applicable tax legislation from time to time, you must receive either a lump sum amount or a "retirement income" as defined in subsection 146(1) of the Income Tax Act (Canada). A retirement income in the form of an annuity must provide for equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of that annuity and where such commutation is partial, equal annual or more frequent periodic payments thereafter. Where the funds in your Plan are insufficient to purchase an annuity with minimum monthly payments of at least twenty-five dollars (\$25), a lump sum payment will be made to you. If you are the beneficiary of another Registered Retirement Savings Plan, you may combine any entitlement under this Plan with such other plan to purchase a larger annuity or a Retirement Income Fund (RIF).

In the event of your death, the commuted value of any remaining payments, payable under the annuity may be payable to your designated beneficiary or to your estate.

At any time that you are a Planholder, but no later than September 30 of the Conversion Year, you may instruct AFBS in writing to use the proceeds of your Plan to provide you with a retirement income.

AFBS may take up to one hundred (100) days to comply with these instructions, provided that it does so before the end of the Conversion Year.

If AFBS has not received instructions from you by September 30 of the Conversion Year, AFBS shall have the right to convert your Plan to a Retirement Income Fund (RIF) or to de-register the Plan before December 31 of the Conversion Year and refund the total value, less applicable taxes, to you.

The aggregate annual annuity payments payable after your death to a surviving spouse or common-law partner may not exceed the aggregate of the annual annuity payments made in a year before your death.

Designation of Beneficiary upon Your Death Prior to Maturity of the Plan

If you wish (and the law in your province permits), you may designate one or more beneficiaries to receive the proceeds of your Plan in the event of your death prior to its maturity. If no such beneficiary is designated, or if he/she predeceases you, the proceeds of the Plan will be paid directly to your estate.

A designation of beneficiary for the purpose of this Plan may only be made, changed or revoked if it is in the form of a written document (including a will or codicil whether or not it is a valid will or codicil) in a form acceptable to AFBS, which adequately identifies this Plan, and which is signed by you before a competent witness. This document must be delivered to AFBS at some reasonable time before AFBS makes any payment out of the proceeds of your Plan following your death. If AFBS is provided with more than one such document before payment is made, it will make payment only in accordance with the most recently dated document, even though it may be invalid as a will or codicil.

Death Prior to Maturity of Plan

Upon receiving notification of your death prior to the maturity of this Plan, and when AFBS receives such documentation respecting your death as AFBS may reasonably require, AFBS will deduct any fees to which it is entitled together with any taxes which it is required to withhold, and deliver the remaining net assets in a lump sum to the beneficiary designated as outlined above, or to your estate, in the absence of such designation or where all beneficiaries so designated predecease you.

Withdrawals

Contributions made to your Plan may be withdrawn prior to the maturity of your Plan. All withdrawals are subject to the applicable tax legislation and require thirty (30) days written notice to AFBS. Any withdrawal is subject to the terms and conditions of the investments in the Plan and is subject to any withholding tax as prescribed in the applicable tax legislation and any fees charged by AFBS.

Statements

AFBS will send to you, at least annually, a statement of account for your Plan.

Appointment of AFBS as Agent

You appoint AFBS as your agent with respect to the establishment and registration of this Plan.

Administration and Fees

AFBS shall decide all matters respecting the administration and interpretation of the Plan.

AFBS reserves the right to charge administration fees subject to change at any time. Any proposed changes in the fee schedule will be mailed to you by ordinary mail at the address shown by you in the Application, or at the last address reasonably known to AFBS in connection with this Plan not less than thirty (30) days prior to the effective date of such changes.

Failure by AFBS to exercise any of its rights under this Memorandum of Agreement in any one or more instances shall not be deemed a waiver by AFBS of such rights at any time.