

Portfolio Architecture Service

Amendment to original agreement

Amending Agreement to the Portfolio Architecture Service Agreement dated the _____ day of _____, 20____ (the “Original Agreement”).

Between:

Mackenzie Financial Corporation

(“Mackenzie”)

and

The “Investor”* (Print Name)

and

The “Investor”* (Print Name)

and

The “Investor”* (Print Name)

and

The “Investor”* (Print Name)

and

The “Investor”* (Print Name)

and

The Financial Advisor (the “Advisor”) (Print Name)

Number

and

The Dealer (the “Dealer”) (Print Name)

Number

** Investor” means each Investor who is a party to this Agreement. Attach a schedule for signature by additional parties to the Agreement.*

Mackenzie, Investor, Dealer and Advisor (collectively, the “Parties” agree as follows:

Complete only those sections that are applicable

Participating PAS Accounts

1. Section 1 of the Original Agreement is deleted and replaced with the following:

The following accounts with Mackenzie are covered by this Agreement (the “PAS Accounts”):

Account Name	Account Number	Designated Fund* (if applicable)

*Insert the name of the Funds from which securities should be redeemed to make payment of the PAS Fees (defined in Section 9) per PAS Account, if applicable. Otherwise leave blank and then Section 1(a) below will apply. **Please note that PAS Fees for a registered account paid outside of that registered account may be subject to additional tax.**

- a) If no Funds have been designated in the table above, then Mackenzie is authorized to obtain payment of the PAS Fees and Applicable Taxes (defined below) by firstly, redeeming in each PAS Account securities of the Fund that has the largest holding in dollar value and, if there are insufficient funds available, then from the Fund with the next highest holding in dollar value, and so on. Mackenzie will not process such payments from a Fund where the securities redeemed will subject the Investor(s) to the payment of redemption charges, unless there is no other source from which to obtain payment.
- b) In the event that Mackenzie is unable to obtain payment in full of the PAS Fees in the manner described above, then Mackenzie is authorized to obtain payment of the outstanding amounts by redeeming, in its discretion, securities of any of the Funds in the PAS Accounts and utilizing the proceeds to make payment of the outstanding PAS Fees.

The Investor(s) confirms that each of the PAS Accounts that are part of the Mackenzie Private Wealth Portfolio Architecture Service (“Portfolio Architecture Service” or “PAS”) are Eligible Accounts as defined in Section 2 below. Where someone signs this Agreement on behalf of an Investor(s), he/she warrants that he/she has authority from the Investor(s) to do so, as well as the authority to include that Investor(s)’s Eligible Account(s) in the PAS.

Participation

2. Section 5(c) of the Original Agreement is deleted and replaced with the following:

c. The allocation of Asset Classes selected by the Investor(s) with the assistance of the Advisor, consists of the following:

Equity:

Fixed Income:

The above percentages may be changed by the Investor(s) with the assistance of the Advisor. The Parties will be required to enter into a written amendment to this agreement prior to implementation of such a change. Changes in the Asset Classes may result in:

- (A) purchases and/or redemptions of securities of one or more existing Funds in the Model Portfolio; or
- (B) redemptions of securities of one or more existing Funds in the Model Portfolio and purchases of securities of one or more new Funds introduced into the Model Portfolio; (collectively, "Asset Class Changes"); and
- (C) income tax consequences for the Investor(s), as described in Section 6(e) below.

3. Subsection 9(d) of the Original Agreement is deleted and replaced with the following:

"The PAS Fees, being the PAS Portfolio Fee and the PAS Advisory Fee, together with Applicable Taxes, are payable in arrears at the end of each calendar quarter. The PAS Fees are to be paid by the redemption by Mackenzie of securities of the Funds in the PAS Account(s) as set out in Section 1 above. If you would like the PAS Advisory Fee to be collected monthly please indicate below. **Please note your Dealer may change this frequency at any time.**

Paid Monthly:

Please initial here

If the Investor(s) and Mackenzie have entered into Series Agreement in respect of Eligible Series of a Mackenzie Fund that forms part of the PAS, then the fees payable and the due date for payment of the management fees and/or advisor fees payable by the Investor(s) shall be governed by the terms of this Agreement. The provisions of such Series Agreement shall, in that regard, be suspended for as long as this Agreement is in force.

4. Subsection 10(a) of the Original Agreement is deleted and replaced with the following:

Mackenzie will prepare Mackenzie Private Wealth calendar quarter-end statements for the PAS Accounts. Mackenzie has the ability to consolidate into a single comprehensive statement all the information on investments in the Funds in the PAS Accounts listed on page 1 of this Agreement that are part of the PAS. This may simplify reporting and record-keeping for the Investor(s) and the Dealer.

The Investor(s) may elect to receive a single consolidated quarterly statement as described above. If the Investor(s) so elects, the Investor(s) waives the right to receive a separate quarterly statement for each PAS Account from Mackenzie. The Investor(s) is required to check the applicable box below to indicate whether or not the Investor(s) prefers to receive a consolidated statement or not.

Yes No

Account statements will be available on a password-protected Mackenzie internet portal which may be accessed by the Investor(s), Dealer and Advisor. This can also be accessed to obtain up-to-date information on the status of the Investor(s)'s PAS Accounts. Mackenzie will provide the Investor(s), Dealer and Advisor with instructions on how the internet portal can be accessed. The Investor may elect to not receive the statements in paper format. The Investor is required to check the applicable box below to indicate whether or not the Investor prefers a paper statement to be sent.

Yes, paper statements No, online is preferred"

5. Schedule “A” to the Original Agreement is deleted and replaced with Schedule “A” hereto.

If Mackenzie does not receive an Amending Agreement signed by both the Investor(s) and Advisor pursuant to Section 8 c) above within 6 months of receiving a request to add Additional Fund(s) not currently part of the Model Portfolio or redeem Fund(s) such that they are no longer in the Model Portfolio resulting in a suspension of rebalancing, we will deem the investor to no longer wish to be in PAS. Mackenzie will then facilitate the closure of the PAS account by changing the account status to a Mackenzie Private Wealth Private Account. The Private Account structure retains the same features and benefits as PAS except for portfolio model monitoring and rebalancing as well as access to Mackenzie Private Wealth Web Account Access. Also, if applicable, the PAS 0.15% fee would be discontinued.

6. Schedule “B” to the Original Agreement is deleted and replaced with the Schedule “B” hereto.

The parties have executed this Amending Agreement intending to be bound by its terms.

Participation (cont'd)

Date

For Mackenzie Financial Corporation

For Mackenzie Financial Corporation

Print Name

Print Name

Title

Title

(Authorized signatories on behalf of Mackenzie)

Date

Signature of Investor

Witness

Print Name

Name of Account Holder (if Nominee)

Date

Signature of Investor

Witness

Print Name

Name of Account Holder (if Nominee)

Date

Participation (cont'd)

Signature of Investor

Witness

Print Name

Name of Account Holder (if Nominee)

Date

Signature of Investor

Witness

Print Name

Name of Account Holder (if Nominee)

Date

Signature of Investor

Witness

Print Name

Name of Account Holder (if Nominee)

Participation (cont'd)

Date

Name of Dealer (Print Name)

Authorized Signatory on behalf of the Dealer

Print Name

Title

Advisor signing on behalf of the Dealer (if applicable)

I warrant that I have authority to bind the Dealer

Date

Name of Dealer (Print Name)

Signature of Advisor

Schedule A

The Asset Classes and Funds to be invested in, with their respective target weightings by Fund are as follows:

Funds	Target Weighting %
Bonds – Canadian	
	%
	%
	%
Bonds – Global	
	%
	%
	%
Bonds – High Yield	
	%
	%
	%
Canadian Equity – Large Cap	
	%
	%
	%
	%
	%
Canadian Equity – Small Cap	
	%
	%
	%
US Equity – Large Cap / Mid Cap	
	%
	%
	%
US Equity – Small Cap	
	%
	%
	%

Schedule A (cont'd)

Model Portfolio

The Asset Classes and Funds to be invested in, with their respective target weightings by Fund are as follows:

Funds	Target Weighting %
Global Equity/EAFE – Large Cap	
	%
	%
	%
Global Equity/EAFE – Small Cap	
	%
	%
	%
Emerging Market Equities	
	%
	%
	%
Other	
	%
	%
	%
TOTAL	%



MACKENZIE
Private Wealth

Portfolio Architecture Service – Investment allocation sheet
Schedule B

Investors:

A	B	C
D	E	F

Allocation of Asset Classes: Equity: Fixed Income:

Purpose

Mutual Funds	Series	Total Portfolio	Non-Reg.	RRSP	TFSA	RESP
Account Number						

Account Total:						
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This Investment Allocation Sheet forms part of the Portfolio Architecture Service Agreement entered into among the Investor(s), Mackenzie Financial Corporation and the Investor(s) Dealer and Advisor.

The Investor(s) and the Advisor of this Agreement approve the individual account investment allocations as set out above and Mackenzie Financial Corporation is authorized and directed by the Investor(s) and the Advisor to implement any required transactions to give effect thereto.

The Advisor confirms that it has met its obligations under securities legislation as it relates to the “Know Your Client” and “suitability” requirements and is satisfied that the proposed investments set out above are suitable investments for each Account of the Investor(s).



Mackenzie Private Wealth

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