

AGF INVESTMENTS INC.

AGF LOCKED-IN ADDENDUM

QUEBEC LIRA

QUEBEC LIF



What are you doing after work?®

Your Locked-In Addendum

Enclosed is the Locked-In Addendum for your AGF registered retirement product, which, together, with the Declaration of Trust of your registered product, set out the terms, conditions, rules and regulations that govern your account.

The registered retirement products offered by AGF are subject to the terms of their applicable Addenda and a Declaration of Trust, which have been approved by regulatory authorities. The requirements and rules that apply to each registered retirement product are set out in these documents. You should, in the context of your retirement planning and individual circumstances, familiarize yourself with these requirements.

You are receiving this addendum as you have either opened up a new registered retirement product account that has a locking-in provision, or as a result of amendments to the current addendum previously provided to you.

If you require any further information or please contact our customer services team at 1 800 268-8583.

QUEBEC LIRA

B2B TRUSTCO

LOCKED-IN RETIREMENT ACCOUNT FOR QUEBEC

ADDENDUM

SUPPLEMENTARY AGREEMENT ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER THE B2B TRUSTCO RETIREMENT SAVINGS PLAN

RECITALS:

- A. The Purchaser is entitled under the *Supplemental Pension Plans Act* (Quebec) (the “Act”) and the *Regulation respecting supplemental pension plans* (the “Regulation”) to transfer the commuted value of pension entitlements accumulated under a pension plan governed by the provisions of the Act and Regulation to a locked-in retirement account (the “Transfer”).
- B. The Purchaser has established a B2B Trustco Retirement Savings Plan and wishes same to receive the Transfer.
- C. The transfer cannot be made unless the conditions herein are satisfied.
- D. The parties now wish to supplement the B2B Trustco Retirement Savings Plan in order to comply with the requisite conditions for such Transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. The Trustee shall apply for registration of this contract pursuant to the provisions of the *Income Tax Act* (Canada) (the “Federal Act”), and, if necessary, of any applicable legislation of the province or territory of residence specified by the Purchaser in the Application Form (hereinafter collectively referred to as the “Applicable Income Tax Laws”). When applying for registration, the Trustee is hereby authorized to rely exclusively on the information given by the Purchaser in the Application Form. For the present contract, the term “Purchaser” includes the term “Annuitant” as provided for in the Applicable Income Tax Laws.
2. With the exception of the cases referred to in paragraphs 3, 8, 9, 10 and 11 hereafter, the balance of the Account may only be converted into a life annuity guaranteed by an insurer and established for the duration of the life of the Purchaser alone or for the duration of the life of the Purchaser and life of his/her spouse. For the present contract, the term “spouse” shall have the meaning provided for in Section 85 of the Act and spousal status will be established on the day on which payment of the pension to the Purchaser begins or on the day preceding the Purchaser’s death, whichever comes first. Notwithstanding the aforementioned or anything to the contrary contained in herein, including any endorsements forming a part hereof, “spouse” does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Federal Act respecting RRSPs. The periodic amounts to be paid under that annuity must be equal annual payments or more frequent periodic payments, unless each amount to be paid is uniformly adjusted by reason of an index or a rate provided for in the contract, or uniformly adjusted by reason of a seizure effected on the benefits of the purchaser, a redetermination of the purchaser’s pension, partition of the purchaser’s benefits with his spouse, the payment of a temporary pension under the conditions provided for in section 91.1 of the Act or the election provided for under paragraph 3 of the first paragraph of section 93 of the Act.
3. In the event the Purchaser dies before the balance of the Account is converted into a life annuity, that balance will be paid to his/her spouse or, failing that, to his/her successors. The spouse of the Purchaser can, at any time before the Purchaser’s death, waive his or her entitlement to receive the balance of the Account or revoke such waiver by giving written notice to the Trustee.
4. The Purchaser may require the conversion of the balance of the Account into a life annuity at any time, pursuant to subsection 146(1) of the Federal Act, unless the term agreed to for the investments has not expired.
5. The balance of the Account may not be converted into a life annuity guaranteed by an insurer unless, at the death of the Purchaser, a life annuity equal to at least 60% of the amount of the annuity to which the Purchaser was entitled before his/her death is granted to his/her spouse who has not waived it. Furthermore, the annuity paid in a year after the death of the Purchaser may not exceed the annuity to be paid in a year

before the death of the first Purchaser, in conformity with paragraph 60(1) of the Federal Act. The contract of the insurer may guarantee payment of the annuity during a given period extending after the death of the Purchaser by ending not later than the day preceding the day on which he/she reaches the age of 90.

6. The spouse of the Purchaser may, at any time before the date of conversion of the total balance of the Account into a life annuity, waive the annuity referred to in paragraph 5 above or revoke such a waiver by giving written notice to the Trustee.
7. The spouse of the Purchaser ceases to be entitled to the benefit provided for in paragraph 3 or, as applicable, in paragraph 5 upon separation from bed and board, divorce, nullity of marriage, dissolution or nullity of civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of conjugal relationship, unless the Purchaser has transmitted to the Trustee the notice provided for in section 89 of the Act. The seizable portion of the balance of the Account, that cannot exceed 50% of the Account, may be paid in a lump sum in execution of a judgment rendered in favour of the Purchaser's spouse that gives entitlement to a seizure for unpaid alimony.
8. The Purchaser is entitled, at any time before the conversion of the total balance of the Account into a life annuity, to transfer all or part of that balance into another registered pension plan referred to in Section 98 of the Act or into a life income fund (LIF) registered as a RIF, unless the term agreed to for the investments has not expired.
9. The purchaser may withdraw all or a part of the balance of the Account and receive a payment or a series of payments where a physician certifies that a physical or mental disability reduces his/her life expectancy.
10. The entire balance of the Account may be paid in a lump sum to the Purchaser on application to the Trustee accompanied with a declaration in conformity with the one prescribed in schedule 0.2 of the Regulation, on the following conditions:
 - (a) the Purchaser was at least 65 years of age at the end of the year preceding the application;
 - (b) the total of the sums credited to the Purchaser in the retirement savings instruments mentioned in schedule 0.2 of the Regulation does not exceed 40% of the Maximum Pensionable Earnings for the year in which the Purchaser applies for payment pursuant to the Act respecting the Quebec Pension Plan.
11. The Purchaser may, upon presentation of proof deemed satisfactory by the Trustee, require that the total balance of the Account be paid to him in a lump sum if he has not resided in Canada for at least two years and if the agreed to term of the investments has expired.
12. The Purchaser shall by notice given in writing to the Trustee select a date for the maturity of the Account and shall specify the type of its retirement income, as determined under the Act and the Applicable Income Tax Laws. The Purchaser shall notify the Trustee thereof in writing no later than September 30th of the year in which he/she reaches the age of 71. Unless otherwise permitted by the Act and the Applicable Income Tax Laws, the Account shall mature no later than the end of the year in which the Purchaser reaches 71 years of age. Failing receipt of written instructions from the Purchaser, the Trustee shall, at the end of the year in which the Purchaser reaches the age of 71, transfer the assets of the Account, as it shall in its discretion determine, into a B2B Trustco Life Income Fund for the Purchaser.
13. Other mandatory provisions:
 - (a) The Account provides that no balance of the account and retirement income under the Account may be assigned in whole or in part.
 - (b) The Account requires the commutation of each annuity payable thereunder that would otherwise become payable to a person other than a Purchaser under the Account ("Purchaser" meaning also a spouse who became purchaser) pursuant to the Applicable Income Tax Laws.
 - (c) No Benefit that is conditional in any way on the existence of the Account will be extended to the Purchaser or to a person with whom he/she is not dealing at arm's length, other than allowable benefits in virtue of paragraph 146(2)(c.4) of the Federal Act and, where appropriate, of any equivalent Section of the Applicable Income Tax Laws.
 - (d) The Trustee shall refund to the Annuitant duly entitled to such refund, directly from the assets of the Account or from the proceeds of disposition of the assets of the Account, all or any part of the amount as defined in paragraph 146(2)(c.1) of the Federal Act and, where appropriate, in any equivalent Section of the Applicable Income Tax Laws.

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14. The Trustee shall not accept property as consideration hereunder other than property transferred from:
 - (a) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Quebec and granting entitlement to a deferred pension;
 - (b) a supplemental pension plan governed by an act emanating from the Parliament of Quebec or from another legislative authority;
 - (c) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Savings Plan Act* (Quebec);
 - (d) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided the member joins as part of his employment;
 - (e) a life income fund (LIF) referred to in section 18 of the Regulation;
 - (f) Another locked-in retirement account (LIRA) referred to in section 29 of the Regulation; or
 - (g) an annuity contract referred to in Section 30 of the Regulation.

All property transferred into the Account in kind or in cash made by or on behalf of the Purchaser with all income and capital gains earned in respect thereof shall be held by the Trustee in trust and invested and reinvested in accordance with the provisions of the declaration of trust governing the retirement savings plan. All such investments and reinvestments and all uninvested cash shall together comprise “the assets of the Plan” for the purposes hereof, where the context so requires.

15. The Trustee, through the Agent, shall maintain a trust account for the Account and shall provide the Purchaser at least once a year, with a statement indicating the sums deposited, their source, the accumulated earnings, the fees debited since the last statement and the balance of the Account.
 16. Upon receipt of written instructions from the Purchaser, the Trustee shall, in such manner as is prescribed by the Act and the Applicable Income Tax Laws, and at the option of the Purchaser, transfer all or part of the assets held in the Account by remitting the investment securities or an amount equal to the value of such assets at that time. The Trustee shall also furnish all information necessary for the continuance of the Account, to any person duly authorized to act as a financial institution on behalf of the Purchaser, less all the fees and disbursements to which the Trustee and the Agent are entitled. Once the transfer is completed, the Trustee and the Agent shall be released entirely from all liability under the Account. Where any or all of the assets are not thus transferable, the transfer of those assets shall be deferred until the term agreed to for the investments has expired.
 17. Indemnification and Trustee remuneration:
 - (a) The Trustee shall be entitled to remuneration for its services to be rendered hereunder in accordance with its rates in force from time to time, including annual administration, termination, transfer, partial withdrawal and commutation fees, which fees are known to the Purchaser.
 - (b) In addition, the Trustee shall be entitled to reimbursement for all costs and disbursements incurred with respect to the Account including, without restriction, any overdraft and any fine and interest the Account may have to pay for any reason whatsoever and all taxes paid by the Trustee including taxes with respect to non-qualified investments or foreign property. The Trustee shall also be entitled to reimbursement for all fees and disbursements of the Agent in respect of its performance of the duties of the Trustee delegated to it. In addition, the Agent will be entitled to normal brokerage commissions on investment transactions for the Account. The Trustee shall also be entitled to a reasonable fee for any exceptional services performed by it hereunder, commensurate with the time and responsibility involved.
 - (c) The fee schedule mentioned in paragraphs 17(a) and (b) may be changed by the Trustee or the Agent, as the case may be, on 30 days’ prior notice to the Purchaser in accordance with paragraph 20(b) hereof.
 - (d) The Trustee shall deduct from the assets of the Account all sums above referred to in paragraphs 17(a) and (b) in such manner, as it shall determine, and the Trustee may, in its sole discretion, liquidate and realize assets of the Account to provide for such sums. However, should these sums exceed the assets of the Account, the Purchaser would be liable to reimburse the Trustee for all such sums.
 18. If a sum is paid from the Account contrary to the provisions of the Account or the Regulation, the Purchaser may, unless the payment is attributable to a false declaration by him/her, require that the Trustee pay him/her, as a penalty, a sum equal to the irregular payment.
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19. Date of Birth and Death and Disability:

- (a) A Purchaser who signs this Application Form must declare his/her date of birth and social insurance number and undertake to provide any information or document that may subsequently be required.
- (b) Upon receipt of the notice of the Purchaser's death, or in the case of disability, upon receipt of a physician's certificate under paragraph 9 hereof, the Trustee shall be entitled to request the necessary documents and to deduct all applicable fees, disbursements and taxes, if any, as provided for in paragraph 17 hereunder.

20. Amendments:

- (a) The Trustee may from time to time, in its sole discretion, amend the provisions of the Account, provided that at all times the Account continues to comply with the registration requirements of the Applicable Income Tax Laws and of the Act and remains in conformity with the standard contract amended and registered with the Régie.
- (b) Amendments so made shall take effect 30 days after the notice of such amendments has been sent out to the Purchaser pursuant to paragraph 21 hereof, with the exception of the modifications required to satisfy the requirements of the Federal Act. Where those amendments would entail a reduction of the Purchaser's benefits resulting from the Account, the above 30 days' notice would equally indicate a date of transfer. The Purchaser may proceed to the transfer of the Account balance in conformity with paragraph 16 hereof, before the coming into force of those amendments.

21. Notice:

- (a) Any notice given by the Trustee to the Purchaser shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Purchaser at the address shown on the Application Form or in such other Account records as are reasonably accessible to the Trustee, and shall be deemed to have been received at the time of delivery or four business days after such mailing.
- (b) Any notice given by the Purchaser to the Agent shall be considered sufficient if delivered personally, or mailed postage prepaid, to the Agent at its Head Office in Toronto, and shall be deemed to have been received by the Agent when actually received by it.

22. Subject to the provisions of the Federal Act and the Applicable Income Tax Laws, the corporation resulting from an amalgamation, merger or reorganization of the Trustee or the Agent shall become the Trustee or the Agent, respectively, without the requirement of any amendment hereto.

23. The Account shall be governed by and interpreted in accordance with the laws of the Province of Quebec and with the Federal Act and the Applicable Income Tax Laws then in force.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THE ABOVE PROVISIONS AS WELL AS THE APPLICABLE PROVISIONS OF THE B2B TRUSTCO RETIREMENT SAVINGS PLAN AND UNDERSTAND THAT THE FUNDS TRANSFERRED HEREIN WILL BE HELD IN ACCORDANCE THEREWITH.

AGF INVESTMENTS INC. AS AGENT FOR B2B TRUSTCO

Name of Annuitant (print): _____

Signature of Annuitant: _____ Date: _____

QUEBEC LIF

B2B TRUSTCO

LIFE INCOME FUND FOR QUEBEC

ADDENDUM

SUPPLEMENTARY AGREEMENT ESTABLISHING A LIFE INCOME FUND UNDER THE B2B TRUSTCO RETIREMENT INCOME FUND

RECITALS:

- A. The Purchaser is entitled under the *Supplemental Pension Plans Act* (Quebec) (the “Act”) and the *Regulation respecting supplemental pension plans* (the “Regulation”) to transfer the commuted value of pension entitlements accumulated under a pension plan governed by the provisions of the Act and Regulation to a life income fund.
- B. The Purchaser has established a B2B Trustco Retirement Income Fund and wishes same to receive the Transfer.
- C. The transfer cannot be made unless the conditions herein are satisfied.
- D. The parties now wish to supplement the B2B Trustco Retirement Income Fund in order to comply with the requisite conditions for such Transfer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. The Trustee shall apply for registration of this Fund pursuant to the provisions of the *Income Tax Act* (Canada) (the “Federal Act”), and, if necessary, of any applicable legislation of the province or territory of residence specified by the Purchaser in the Application Form (hereinafter collectively referred to as the “Applicable Income Tax Laws”). When applying for registration, the Trustee is hereby authorized to rely exclusively on the information given by the Purchaser on the Application Form. For the present contract, the term “Purchaser” includes the term “Annuitant” as provided for in the Applicable Income Tax Laws.
2. The Trustee shall not accept property as consideration hereunder other than property coming directly or initially from:
 - (a) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Quebec and granting entitlement to a deferred pension;
 - (b) a supplemental pension plan governed by an act emanating from the Parliament of Quebec or from another legislative authority;
 - (c) the locked-in account of a voluntary retirement savings plan governed by the *Voluntary Retirement Savings Plan Act* (Quebec);
 - (d) the locked-in account of an equivalent voluntary retirement savings plan emanating from a legislative authority other than the Parliament of Quebec, provided the member joins as part of his employment;
 - (e) a life income fund (LIF) referred to in section 18 of the Regulation;
 - (f) another locked-in retirement account (LIRA) referred to in section 29 of the Regulation; or
 - (g) an annuity contract referred to in Section 30 of the Regulation.

All property transferred into the Fund in kind or in cash made by or on behalf of the Purchaser with all income and capital gains earned in respect thereof shall be held by the Trustee in trust and invested and reinvested in accordance with the provisions of the declaration of trust governing the retirement income fund. All such investments and reinvestments and all uninvested cash shall together comprise “the assets of the Fund” for the purposes hereof, where the context so requires.

3. Payment of income to the Purchaser shall begin no later than during the second fiscal year of the Fund. The fiscal year of the Fund shall end on December 31 of each year and shall not exceed 12 months.
4. Income:
 - (a) The amount of the income paid during a fiscal year is set by the Purchaser each year, subject to the upper limits referred to in section 20.1 of the Regulation and the minimum amount provided for in the Federal Act.

- (b) The Purchaser which is at least 54 years of age but under 65 years at the end of the year preceding the application, is entitled to the payment of a temporary income which the Purchaser determines, calculated according to the Regulation, provided that the Purchaser makes an application to the Trustee to that effect, accompanied with a declaration in conformity with the one prescribed in schedule 0.4 of the Regulation. The payment of the temporary income is subject to the following conditions:
 - (i) if the payment of a portion of the income is made in the form of a transfer to a retirement savings instrument of which the balance is not to be converted to a life annuity, such portion may not exceed the upper limit referred to in section 20 of the Regulation, determined by assuming that the Purchaser is not entitled to payment of a temporary income;
 - (ii) that the temporary income may not be paid after the end of the year in which the Purchaser reaches 65 years of age.
- (c) The Purchaser which is less than 54 years of age at the end of the year preceding the application may, during a fiscal year of the Fund, receive on application all or part of the balance of the Fund in the form of a temporary income payable in monthly payments, none of which may exceed one twelfth (1/12) of the difference between the following amounts:
 - (i) 40% of the Maximum Pensionable Earnings determined, for the year in which the payment is made pursuant to the Act respecting the Quebec Pension Plan;
 - (ii) 75% of the Purchaser's income for the 12 months that follow, excluding the income provided for in paragraph 4(c), provided that the following conditions are met:
 - (A) the income of the Purchaser for the 12 months that follow, excluding the income provided for in paragraph 4(c), does not exceed the amount referred to in sub-paragraph 4(c)(i) above;
 - (B) the Purchaser makes an application to the Trustee to that effect, accompanied with a declaration in conformity to the one prescribed in schedule 0.5 of the Regulation and his written undertaking to request a suspension of payments as soon as his income, excluding the income provided for in paragraph 4(c) reaches the amount referred to in sub-paragraph 4(c)(i) above.

The income provided for in paragraph 4(c) may not be paid to the Purchaser where he has requested a suspension of payments nor after the end of the year in which the Purchaser reaches 54 years of age.

The Purchaser who is entitled to receive the income referred to in paragraph 4(c) and who is a member or spouse who has become entitled to a pension under a pension plan may, for the purposes of replacing such pension with a temporary income, apply once a year for the transfer from the pension plan to the Fund of an amount equal to the lesser of the following amounts:

- (a) the additional amount required for the balance of the Fund to allow, until the end of the year, the payment of the monthly payments provided for in paragraph 4(c);
 - (b) the value of the Purchaser's benefits under the plan.
5. The Purchaser may require the conversion of the balance of the Fund to a life annuity at any time unless the agreed term for the investments has not expired.
 6. In the event the Purchaser dies before the total balance of the Fund is converted into a life annuity, his/her spouse or, failing that, his/her successors shall be entitled to a benefit of which the amount is equal to the balance. The spouse of the purchaser can, at any time before the purchaser's death, waive his or her entitlement to receive the balance of the Account or revoke such waiver by giving written notice to the Trustee.
 7. The spouse of the Purchaser ceases to be entitled to the benefit provided for in the preceding paragraph or, as applicable, in paragraph 17(b) upon separation from bed and board, divorce, nullity of marriage, nullity or dissolution of a civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of the conjugal relationship, unless the Purchaser has transmitted to the Trustee the notice provided for in section 89 of the Act. The seizable portion of the balance of the Account, that cannot exceed 50% of the Account, may be paid in a lump sum in execution of a judgment rendered in favor of the Purchaser's spouse that gives entitlement to a seizure for unpaid alimony.
 8. The spouse of the Purchaser may, at any time before the date of conversion of the total balance of the Fund into a life annuity, waive his/her entitlement to receive a surviving spouse's pension or revoke such a waiver by giving notice to the Trustee.

9. No payment under the Fund may be assigned in whole or in part.
10. No benefit or loan that is conditional in any way on the existence of the Fund will be extended to the Purchaser or to a person with whom he/she is not dealing at arm's length, other than allowable benefits in virtue of paragraph 146.3(2)(g) of the Federal Act, and where appropriate, of any equivalent section of the Applicable Income Tax Laws.
11. The entire balance of the Fund may be paid in a lump sum to the Purchaser upon application to the Trustee accompanied with a declaration in conformity with the one prescribed in schedule 0.2 of the Regulation under the following conditions:
 - (a) the Purchaser is at least 65 years of age at the end of the year preceding the application;
 - (b) the total sums credited to the account of the Purchaser in the retirement savings instruments referred to in schedule 0.2 of the Regulation do not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the Act respecting the Quebec Pension Plan for the year in which the Purchaser applies for the payment.
12. The Purchaser may, upon presentation of proof deemed satisfactory by the Trustee, require that the total balance of the Account be paid to him/her in a lump sum if he/she has not resided in Canada for at least two years and if the agreed to term of the investments has expired.
13. Where, in the opinion of the Agent on behalf of the Trustee, the cash in the Fund is not, or is not likely to be, adequate to meet the minimum payments required to be made, the Agent shall, in its sole discretion, convert into cash enough assets held in the Fund to meet the minimum payments and shall apply the proceeds of such conversion to make the minimum payments. Furthermore, the Trustee and the Agent shall not be liable in any manner whatsoever for damages resulting from the conversion of the assets held in the Fund. The Purchaser acknowledges to have the entire responsibility with respect to the choice of investments as above mentioned and of their conversion into cash.
14. The Agent, on behalf of the Trustee, shall provide the Purchaser with the statements referred to in sections 24 and 24.1 of the Regulation at the times determined herein. The Purchaser shall notify the Agent in writing, in form and execution satisfactory to the Agent, of the total amount to be paid as income for each fiscal year which shall correspond to the minimum amount or which shall be equal to or less than the maximum amount payable hereunder. Payments will not be made less frequently than once in a calendar year or more frequently than once in a calendar month and the Agent reserves the right not to make said payments before the twentieth day of any applicable month. The Purchaser may change the frequency of payments for the next succeeding calendar year on one calendar month's written notice in form and execution satisfactory to the Agent. Payments, less any applicable taxes, shall be made by cheque or order or pre-authorized deposit, payable in lawful money of Canada but shall not bear interest after the applicable payment date.
15. In the event the Purchaser dies before the balance in full of the Fund has been converted into a life annuity, the Agent, on behalf of the Trustee, shall furnish a statement to the surviving spouse or the assignees, as applicable, as at the date of death indicating the balance of the Fund at the said date and, where required, the reconciliation of that balance with the balance at the beginning of the preceding fiscal year with, notably, an indication of the sums on deposit, the accumulated earnings, the withdrawals made and the fees charged.
16. Where the total balance of the Fund is transferred to another financial institution or converted into a life annuity with an insurer, the Agent, on behalf of the Trustee, shall furnish a statement, established at the transfer date or annuity contract date indicating the balance of the Fund at the said date and, where required, the reconciliation of the balance with the balance at the beginning of the preceding fiscal year with, notably, an indication of the sums on deposit, the accumulated earnings, the withdrawals made and the fees charged.
17. All or part of the balance of the Fund will be converted only upon the following conditions:
 - (a) The issuer guarantees to the Purchaser payments of an annuity in periodic annual equal amounts or more frequent periodic equal amounts that may not vary unless each payment is uniformly adjusted in accordance with an index or a rate provided for in the annuity contract, or uniformly adjusted by reason of a seizure effected on the purchaser's benefits, a redetermination of the purchaser's pension, by reason of the partition of the Purchaser's benefits with his/her spouse, by reason of the payment of a temporary pension under the requirements provided for in section 93 of the Act.

- (b) The balance of the Fund may not be converted into an annuity guaranteed by an insurer unless, at the death of the Purchaser, a life annuity equal to at least 60% of the amount of the annuity to which, the Purchaser was entitled before his/her death is granted to his/her spouse who has not waived such entitlement.
 - (c) The contract of the insurer may guarantee payment of an annuity during a given period extending after the death of the Purchaser by ending not later than the day preceding the Purchaser's 90th birthday.
18. Prior to the conversion of the total balance of the Fund less the annual minimum amount into a life annuity, the Purchaser may transfer all or part of that balance to a pension plan governed by the Act or referred to in paragraph 1, 2, 21, 2.2, 3.1, 4 or 5 of section 28 of the Regulation, unless the agreed to terms of the investments has not expired. However, the date of such transfer shall not exceed the thirtieth day following the date the Purchaser made the request unless the term agreed to for the investments has not expired.

Upon receipt of written instructions from the Purchaser, the Agent shall, on behalf of the Trustee and in such manner as is prescribed by the Act and the Regulation and the Applicable Income Tax Laws, and at the option of the Purchaser, transfer all or part of the assets held in the Fund by remitting the investment securities or amount equal to the value of such assets at that time. The Agent, on behalf of the Trustee shall also furnish all the information necessary for the continuance of the Fund, to a financial institution or insurer duly authorized to act on behalf of the Purchaser, less all the fees and disbursements to which the Trustee and the Agent are entitled. Once the transfer is completed, the Trustee and the Agent shall be fully released from all liability under the Fund.

Where any or all of the assets are not thus transferable, the transfer of those assets shall be deferred until the term agreed to for the investments has expired.

19. Indemnification and Trustee's Remuneration:

- (a) The Trustee shall be entitled to remuneration for its services to be rendered hereunder in accordance with its rates in force from time to time, including annual administration, termination, transfer and commutation fees which fees are known to the Purchaser.
 - (b) In addition, the Trustee shall be entitled to reimbursement for all costs and disbursements incurred with respect to the Fund including, without restriction, any overdraft and any fine and interest the Fund may have to pay for any reason whatsoever and all taxes paid by the Trustee including taxes with respect to non-qualified investments or foreign property. The Trustee shall also be entitled to reimbursement for all fees and disbursements of the Agent in respect of its performance of the duties of the Trustee delegated to it. In addition, the Agent will be entitled to normal brokerage commissions on investment transactions for the Fund. The Trustee shall also be entitled to a reasonable fee for any exceptional services performed by it hereunder, commensurate with the time and responsibility involved.
 - (c) The fee schedule above mentioned in subparagraphs 19(a) and (b) may be changed by the Trustee or the Agent, as the case may be, on 30 days' prior notice to the Purchaser in accordance with subparagraph 22(b) hereof.
 - (d) The Trustee shall deduct from the assets of the Fund all sums above referred to in subparagraph 19(a) and (b) in such manner as it shall determine, and the Trustee may, in its sole discretion, liquidate and realize assets of the Fund to provide for such sums. However, should these sums exceed the assets of the Fund, the Purchaser would be liable to reimburse the Trustee for all such sums.
20. If the income paid to the Purchaser during a fiscal year of the Fund exceeds the maximum amount that may be paid to the Purchaser in accordance with the provisions of the Fund or the Regulation, the Purchaser may, unless the payment is attributable to a false declaration by him/her, require that the Trustee pay him/her, as a penalty, a sum equal to the irregular payment.
21. Date of Birth and Death:
- (a) A Purchaser who signs this Application Form must declare his/her date of birth and social insurance number and undertake to provide any information or document that may subsequently be required.
 - (b) Upon receipt of the notice of the Purchaser's death, the Agent shall, on behalf of the Trustee, be entitled to request the necessary documents and to deduct all applicable fees, disbursements and taxes, if any, as provided for in paragraph 19 hereof.

22. Amendments:

- (a) The Trustee may from time to time, in its sole discretion, amend the provisions of the Fund, provided that at all times the Fund continues to comply with the registration requirements of the Applicable Income Tax Laws and of the Act and remains in conformity with the standard contract amended and registered with the Régie.
- (b) Amendments so made shall take effect 30 days after the notice of such amendments has been sent out to the Purchaser pursuant to paragraph 23 hereof, with the exception of the modifications required to satisfy the requirements of the Act and the Applicable Income Tax Laws. Where those amendments would entail a reduction of the Purchaser's benefits resulting from the Fund, the above 30 days' notice would equally indicate a date of transfer. The purchaser may then proceed to the transfer of the Fund balance in conformity with paragraph 18 hereof, before the coming into force of those amendments.

23. Notice:

- (a) Any notice given by the Trustee or the Agent, on behalf of the Trustee, to the Purchaser shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Purchaser at the address shown on the Application Form or to the address on the Fund's records confirmed in writing by the Purchaser to be his most current address, and shall be deemed to have been received at the time of delivery or four business days after such mailing.
 - (b) Any notice given by the Purchaser to the Agent shall be considered sufficient if delivered personally, or mailed postage prepaid, to the Agent at its Head Office in Toronto, and shall be deemed to have been received by the Agent when actually received by it.
24. Subject to the provisions of the Act and the Applicable Income Tax Laws, the corporation resulting from an amalgamation, merger or reorganization of the Trustee or the Agent shall become the Trustee or the Agent, respectively, without the requirement of any amendment hereto.
25. The Fund shall be governed by and interpreted in accordance with the laws of the Province of Québec and with the Act and the Applicable Income Tax Laws then in force.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THE ABOVE PROVISIONS AS WELL AS THE APPLICABLE PROVISIONS OF THE B2B TRUSTCO RETIREMENT INCOME FUND AND UNDERSTAND THAT THE FUNDS TRANSFERRED HEREIN WILL BE HELD IN ACCORDANCE THEREWITH.

AGF INVESTMENTS INC. AS AGENT FOR B2B TRUSTCO

Name of Annuitant (print): _____

Signature of Annuitant: _____ Date: _____

AGF Investments Inc.
55 Standish Court, Suite 1050
Mississauga, ON L5R 0G3

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