

AGF INVESTMENTS

# LOCKED-IN ADDENDUM

MANITOBA LIRA

MANITOBA LIF

MANITOBA PRIF

LOCKED-IN RETIREMENT ACCOUNT FOR MANITOBA

**SUPPLEMENTARY AGREEMENT ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER THE AGF RETIREMENT SAVINGS PLAN**

The Annuitant named in the Application Form has established the Plan with AGF Investments Inc. as agent for Computershare Trust Company of Canada as trustee and issuer, which has received funds originating from a registered pension plan governed by the provisions of the Act and regulations thereunder. In accordance with the Act, regulations and the declaration of trust governing the Plan and except as otherwise may be permitted or provided for under the Act and regulations from time to time, the following forms part of the terms and conditions applicable to the funds, which are binding upon the Annuitant and the Trustee and their respective successors and assigns effective from the time of the transfer of the funds to the Plan.

**Locked-in Retirement Account (LIRA) Addendum To RRSP Contract**

THIS IS AN ADDENDUM TO AN RRSP CONTRACT BETWEEN:

\_\_\_\_\_ (the "Owner")

AND

AGF Investment Inc. as Agent for Computershare Trust Company of Canada (the "Issuer")

**IMPORTANT NOTES:**

- A locked-in retirement account (LIRA) is a registered retirement savings plan (RRSP) to which the additional terms and conditions in this addendum apply. Together, this addendum and the RRSP contract to which it is attached form your LIRA contract.
- The money in your LIRA is locked in. The money is to be invested for the purpose of allowing you to purchase a life annuity contract or transfer it to another vehicle that provides you with retirement income, and cannot be withdrawn or transferred except as permitted by the applicable legislation.
- This addendum is prescribed by the *Pension Benefits Regulation*, a regulation under *The Pension Benefits Act* of Manitoba. It is subject to the provisions of the Act and the regulation that apply to LIRAs (the "legislation").
  - If the legislation conflicts with a provision of this addendum, the legislation overrides that provision.
  - If this addendum conflicts with a provision of the RRSP contract, the addendum overrides that provision.
  - The legislation has provisions relating to LIRAs that are not set out in this addendum.

I, the Owner, certify that:

- A. The following statements apply to me:
  - While in Manitoba, I ceased to be an active member of a pension plan or member of a pooled registered pension plan.
  - Some or all of the amount transferred or to be transferred to this LIRA is attributable, directly or indirectly, to a pension benefit credit that I earned as a member of a pension plan or to funds in a PRPP account that I earned as a member of a pooled registered pension plan.
- B. Some or all of the amount transferred or to be transferred to this LIRA is attributable, directly or indirectly, to a pension benefit credit or funds in a PRPP account that my current or former spouse or common-law partner earned as a member of a pension plan or a member of a pooled registered pension plan.

*Check box A OR box B above, whichever applies to you. If you checked box A, you must also check box C OR box D below, whichever applies to you.*

- C. I have no spouse or common-law partner.
- D. My spouse or common-law partner is identified in the RRSP contract to which this addendum is attached.

We agree that the terms and conditions of this addendum, together with the terms and conditions of the RRSP contract to which this addendum is attached, form the LIRA contract between us.

AGF Investments Inc.  
as Agent for  
Computershare Trust Company of Canada



\_\_\_\_\_  
Authorized signature of Acceptance

\_\_\_\_\_  
Owner

## GENERAL PROVISIONS

### Interpretation

**1(1)** The following definitions apply in this addendum, except where the context otherwise requires.

**"Act"** means *The Pension Benefits Act* of Manitoba, as from time to time amended. (« *Loi* »)

**"Issuer"** means the financial institution named on the first page of this addendum as the Issuer. (« *émetteur* »)

**"legislation"** means the Act and the regulation. (« *mesures législatives* »)

**"LIRA"** means the locked-in retirement account established by the Issuer for your benefit under this contract. (« *CRI* »)

**"pooled registered pension plan"** means a pooled registered pension plan as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« *régime de pension agréé collectif* » ou « *RPAC* »)

**"PRPP account"** means a PRPP account as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« *compte d'un participant* » ou « *compte RPAC* »)

**"regulation"** means the *Pension Benefits Regulation*, as from time to time amended. (« *règlement* »)

**"RRSP contract"** means the RRSP contract to which this addendum is attached. (« *contrat de REER* »)

**"you"** means the individual named on the first page of this addendum as the Owner. (« *vous* »)

**1(2)** This addendum uses other terms that are defined in the legislation. They have the same meaning here as in the legislation.

**1(3)** Unless the context otherwise requires, a reference in this addendum to a page or provision is a reference to that page or provision of this addendum.

**1(4)** You are

- (a) a **"member-owner"**, if you checked Box A on page 1; or
- (b) a **"non-member owner"**, if you checked Box B on page 1.

### When addendum takes effect

**2(1)** Subject to subsection (2), this addendum takes effect

(a) when the RRSP contract is signed by you and the Issuer, if the addendum is completed and attached to the contract at the time of signing; or

(b) when the addendum is completed and attached to the contract with your written authorization, if it is attached to the contract after the contract is signed.

**2(2)** If you are a member-owner with a spouse or common-law partner, no money may be transferred from your LIRA to a LIF, life annuity contract, pension plan, pooled registered pension plan or a VB account until the Issuer receives a copy of a joint pension waiver signed by your spouse or common-law partner.

### Manitoba locked-in money

**3(1)** Only Manitoba locked-in money may be transferred to or held in your LIRA.

**3(2)** Money may be transferred or withdrawn from your LIRA only as required or permitted by this addendum or the legislation.

**3(3)** You may not assign this LIRA or any of your rights under this contract to any person, except as required or permitted by this addendum or the legislation.

### Protection of retirement income

**4** No money or investments in this LIRA can be seized, attached or otherwise taken by any creditor, except

- (a) to enforce a maintenance order against you; or
- (b) if you are a member-owner with a spouse or common-law partner, to enforce a division of your pension benefit credit on a breakdown of your relationship.

### LIRA to be registered and administered as an RRSP

**5(1)** The Issuer must register this LIRA as an RRSP, and must ensure that it continues to qualify for registration as an RRSP.

**5(2)** Money in this LIRA is to be invested in accordance with the investment rules applicable to RRSPs and in accordance with the regulation.

### Issuer is and will remain registered

**6** The Issuer

(a) warrants that it is registered, as required by the regulation, in relation to LIRA contracts; and

(b) agrees to take all reasonable steps to ensure that it will remain registered for the duration of this contract.

### Annual statement

**7** Within 60 days after the beginning of each year, the Issuer must provide you with a statement that contains the following information:

(a) the income and gains, net of losses, earned by the LIRA during the previous year;

(b) the amount and nature of any fees charged to the LIRA during the previous year;

(c) the LIRA balances at the beginning and at the end of the previous year.

### Statement before and after transfer

**8(1)** If an amount has been transferred from the LIRA, or becomes transferable as of a specified date, the Issuer must prepare a statement showing the LIRA balance as of the date of the transfer or the specified date.

**8(2)** The Issuer must provide the statement

(a) to you, if you are transferring the amount to another vehicle;

(b) to you and your spouse, or common-law partner (or former spouse or common-law partner), if the transfer is being made to effect a division of your pension benefit credit because of a breakdown in your relationship;

(c) to the person entitled to the death benefit under the LIRA (your surviving spouse or common-law partner, your designated beneficiary or your estate, as the case may be), if the transfer is made because of your death; or

(d) to your spouse or common-law partner, if the transfer is to a LIF, life annuity contract, pension plan, pooled registered pension plan or VB account.

## LIRA TRANSFERS

### Permitted transfers to LIRA

**9** An amount may be transferred to this LIRA only from

(a) a pension plan under one of the following provisions of the Act:

(i) if you are a member-owner, subsection 21(13) (transfer to LIRA after ceasing active membership), or

(ii) if you are a non-member-owner, subsection 21(26.2) (transfer by surviving spouse or common-law partner on pre-retirement death) or clause 31(4)(b) (transfer by person entitled to division of pension benefit credit);

(b) another LIRA or LIF to which no amount has been transferred or contributed other than Manitoba locked-in money;

(c) a VB account;

(d) an RRSP to which no amount has been transferred or contributed other than Manitoba locked-in money; or

(e) a pooled registered pension plan.

### Permitted transfers to other vehicle

**10** An amount may be transferred from this LIRA only to

- (a) another LIRA;
- (b) a pension plan;
- (c) a VB account;
- (d) a LIF;
- (e) an insurer to purchase a life annuity contract; or
- (f) a pooled registered pension plan.

#### Restriction against splitting LIRA

**11** You may not transfer an amount from this LIRA if

- (a) as a result of the transfer, the amount transferred or the amount remaining in this LIRA would be eligible for withdrawal under Division 6 of Part 10 (commutation of small pensions and withdrawals from small LIRAs and LIFs); or
- (b) in the same calendar year, you have made one or more withdrawals from this LIRA under Division 12 of Part 10 (withdrawals from prescribed plan due to financial hardship).

#### Issuer's duties when transferring to another vehicle

**12(1)** Before transferring an amount from the LIRA to another vehicle, the Issuer must

- (a) be satisfied that
  - (i) in the case of a transfer to a LIF or another LIRA, the issuer of the LIF or LIRA is registered with the Superintendent of Pensions as an issuer of that type of vehicle,
  - (ii) in the case of a transfer to a pension plan, or pooled registered pension plan the transfer is permitted by the terms of the plan, or
  - (iii) in the case of a transfer to an insurer, the transferred amount will be used only to purchase a life annuity contract;
- (b) advise the issuer or administrator of the other vehicle that the amount being transferred is Manitoba locked-in money;
- (c) be satisfied that the issuer has ascertained that the receiving financial institution, pension plan administrator or pooled registered pension plan administrator will treat the money as Manitoba locked-in money;
- (d) if you are a member-owner with a spouse or common-law partner, provide to the issuer or administrator of the other vehicle a copy of any consent or waiver provided by your spouse or common-law partner in relation to the LIRA;
- (e) if you have previously made a one-time transfer under section 21.4 of the Act or Division 3 of Part 10 of the regulation, provide to the issuer or administrator of the other vehicle a copy of any statement from the Superintendent of Pensions received by the Issuer in relation to that transfer;
- (f) provide you with the statement required by section 8 (statement before and after transfer).

**12(2)** When transferring an amount from the LIRA to another vehicle as permitted by section 10, the Issuer must comply with the applicable provisions of the legislation and the *Income Tax Act* (Canada).

#### Liability for failure to comply

**13** If the Issuer transfers an amount out of the LIRA in contravention of the legislation or this addendum, the Issuer may be required by the legislation to provide, or fund the provision of, benefits that could have been provided with the proceeds of the LIRA if the transfer had not occurred.

#### Transfer of securities

**14** When an amount is to be transferred from the LIRA to the issuer or administrator of another vehicle, the Issuer may, with your consent, effect the transfer by transferring transferable securities held by the LIRA.

### DEATH OF OWNER

#### Death benefit

**15(1)** Upon your death, the balance in the LIRA is payable as a death benefit to the person entitled to it under this section.

**15(2)** The death benefit is payable to your surviving spouse or common-law partner if

- (a) you are a member-owner; and
- (b) immediately before your death, you and your spouse or common-law partner were not living separate and apart from each other by reason of a breakdown in your relationship.

**15(3)** Subsection (2) does not apply if the Issuer has received a death benefit waiver signed by the spouse or common-law partner and the waiver has not been revoked.

**15(4)** For the purpose of subsection (3), "death benefit waiver" includes the following:

- (a) a waiver under section 16;
- (b) a waiver under subsection 21(26.3) of the Act in respect of a pension benefit credit to which the balance in this LIRA is directly or indirectly attributable; and
- (c) a waiver under section 10.41 of Division 2 of Part 10 of the regulation in respect of a LIF to which the balance in this LIRA is directly or indirectly attributable.

**15(5)** If the death benefit is not payable to your surviving spouse or common-law partner, it is payable to your designated beneficiary or, if you have not designated a beneficiary, to your estate.

**15(6)** Within 90 days after receiving the necessary documentation, the Issuer must pay the death benefit as a lump sum to the person entitled to it. But, if that person is your spouse or common-law partner, he or she may, subject to the *Income Tax Act* (Canada), direct the Issuer to transfer it directly to a vehicle under section 10 (permitted transfers to other vehicles), and the Issuer must transfer it accordingly.

#### Death benefit waiver

**16(1)** Your spouse or common-law partner may, before or after your death, waive his or her entitlement or potential entitlement to the death benefit in accordance with section 10.25 of Division 2 of Part 10 of the regulation. Upon request by you or your spouse or common-law partner, the Issuer must provide the information and form required for the waiver.

**16(2)** A death benefit waiver may be revoked by you and your spouse or common-law partner by signing a joint revocation of that waiver and filing it with the Issuer.

### LUMP SUM WITHDRAWALS

#### Overview — when you may withdraw balance

**17(1)** Under the regulation, you might be entitled to withdraw all or part of the balance of your LIRA in the following circumstances:

- (a) you are a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and have had that status for at least two years (see *Division 5 of Part 10 of the regulation*);
- (b) the total of the Manitoba locked-in money in all your LIFs and LIRAs, plus interest at the prescribed rate to the end of the year in which you turn 65, is less than 40% of the YMPE for the year in which you apply for the withdrawal (see *Division 6 of Part 10 of the regulation*);
- (c) you have a shortened life expectancy of less than two years (see *Division 7 of Part 10 of the regulation*);
- (d) you have reached the age of 65 years and make an application to withdraw the full balance of your LIRA (see *Division 11 of Part 10 of the regulation*);
- (e) you are eligible to make a withdrawal based on financial hardship (see *Division 12 of Part 10 of the regulation*);
- (f) you are 55 or older and you make a request for a once in a lifetime withdrawal of up to 50% of the balance in your LIRAs, LIFs and pension plan, if the plan permits (see *Division 4 of Part 10 of the regulation*).

**17(2)** If any of these circumstances apply to you, you may request the Issuer to provide the information and forms necessary for you to apply for a withdrawal. Subject to the regulation, the Issuer must provide you with the relevant information and forms.

LIFE INCOME FUND FOR MANITOBA

**SUPPLEMENTARY AGREEMENT ESTABLISHING A LIFE INCOME FUND UNDER THE  
AGF RETIREMENT INCOME FUND**

The Annuitant named in the Application Form has established the Fund with AGF Investments Inc. as agent for Computershare Trust Company of Canada as trustee and issuer, which has received funds originating from a registered pension plan governed by the provisions of the Act and regulations thereunder. In accordance with the Act, regulations and the declaration of trust governing the Fund and except as otherwise may be permitted or provided for under the Act and regulations from time to time, the following forms part of the terms and conditions applicable to the funds, which are binding upon the Annuitant and the Trustee and their respective successors and assigns effective from the time of the transfer of the funds to the Fund.

**Life Income Fund (LIF) Addendum To RRIF Contract**

THIS IS AN ADDENDUM TO A RRIF CONTRACT BETWEEN:

\_\_\_\_\_ (the "Owner")

AND

AGF Investment Inc. as Agent for Computershare Trust Company of Canada (the "Issuer")

**IMPORTANT NOTES:**

- A life income fund (LIF) is a registered retirement income fund (RRIF) to which the additional terms and conditions in this addendum apply. Together, this addendum and the RRIF contract to which it is attached form your LIF contract.
- The money in your LIF is locked in, and may be used only to provide you with retirement income. As owner, you may set your annual income from the LIF, but it cannot be less than the minimum required by the *Income Tax Act* (Canada), and it cannot be more than the maximum determined by a formula in this addendum.
- This addendum is prescribed by the *Pension Benefits Regulation*, a regulation under *The Pension Benefits Act* of Manitoba. It is subject to the provisions of the Act and the regulation that apply to LIFs (the "legislation").
  - If the legislation conflicts with a provision of this addendum, the legislation overrides that provision.
  - If this addendum conflicts with a provision of the RRIF contract, the addendum overrides that provision.
  - The legislation has provisions relating to LIFs that are not set out in this addendum.

I, the Owner, certify that:

- A. The following statements apply to me:
  - While in Manitoba, I ceased to be an active member of a pension plan or member of a pooled registered pension plan.
  - Some or all of the amount transferred or to be transferred to this LIF is attributable, directly or indirectly, to a pension benefit credit that I earned as a member of a pension plan or to funds in a PRPP account that I earned as a member of a pooled registered pension plan.
- B. Some or all of the amount transferred or to be transferred to this LIF is attributable, directly or indirectly, to a pension benefit credit or funds in a PRPP account that my current or former spouse or common-law partner earned as a member of a pension plan or a member of a pooled registered pension plan.

*Check box A OR box B above, whichever applies to you. If you checked box A, you must also check box C OR box D below, whichever applies to you.*

- C. I have no spouse or common-law partner.
- D. My spouse or common-law partner is identified in the RRIF contract to which this addendum is attached.

We agree that the terms and conditions of this addendum, together with the terms and conditions of the RRIF contract to which this addendum is attached, form the LIF contract between us.

AGF Investments Inc.  
as Agent for  
Computershare Trust Company of Canada

\_\_\_\_\_  
Authorized signature of Acceptance

\_\_\_\_\_  
Owner

## GENERAL PROVISIONS

### Interpretation

**1(1)** The following definitions apply in this addendum, except where the context otherwise requires.

**"Act"** means *The Pension Benefits Act* of Manitoba, as from time to time amended. (« *Loi* »)

**"Issuer"** means the financial institution named on the first page of this addendum as the Issuer. (« *émetteur* »)

**"legislation"** means the Act and the regulation. (« *mesures législatives* »)

**"LIF"** means the life income fund established by the Issuer for your benefit under this contract. (« *FRV* »)

**"pooled registered pension plan"** means a pooled registered pension plan as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« *régime de pension agréé collectif* » ou « *RPAC* »)

**"PRPP account"** means a PRPP account as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« *compte d'un participant* » ou « *compte RPAC* »)

**"regulation"** means the *Pension Benefits Regulation*, as from time to time amended. (« *règlement* »)

**"RRIF contract"** means the RRIF contract to which this addendum is attached. (« *contrat de FERR* »)

**"transfer"** does not include payments to you as income under the LIF. (« *transfert* »)

**"you"** means the individual named on the first page of this addendum as the Owner. (« *vous* »)

**1(2)** This addendum uses other terms that are defined in the legislation. They have the same meaning here as in the legislation.

**1(3)** Unless the context otherwise requires, a reference in this addendum to a page or provision is a reference to that page or provision of this addendum.

**1(4)** You are

- (a) a **"member-owner"**, if you checked Box A on page 1; or
- (b) a **"non-member owner"**, if you checked Box B on page 1.

### When addendum takes effect

**2(1)** Subject to subsection (2), this addendum takes effect

- (a) when the RRIF contract is signed by you and the Issuer, if the addendum is completed and attached to the contract at the time of signing; or
- (b) when the addendum is completed and attached to the contract with your written authorization, if it is attached to the contract after the contract is signed.

**2(2)** If you are a member-owner with a spouse or common-law partner, this addendum does not take effect, and no money may be transferred to your LIF, until the Issuer receives a copy of a joint pension waiver signed by your spouse or common-law partner.

### Manitoba locked-in money

**3(1)** Only Manitoba locked-in money may be transferred to or held in your LIF.

**3(2)** Money may be transferred or withdrawn from your LIF only as required or permitted by this addendum or the legislation.

**3(3)** You may not assign this LIF or any of your rights under this contract to any person, except as required or permitted by this addendum or the legislation.

### Protection of retirement income

**4** No money or investments in this LIF can be seized, attached or otherwise taken by any creditor, except

- (a) to enforce a maintenance order against you; or
- (b) if you are a member-owner with a spouse or common-law partner, to enforce a division of your pension benefit credit on a breakdown of your relationship.

### LIF to be registered and administered as a RRIF

**5(1)** The Issuer must register this LIF as a RRIF, and must ensure that it continues to qualify for registration as a RRIF.

**5(2)** Money in this LIF is to be invested in accordance with the investment rules applicable to RRIFs and in accordance with the regulation.

### Issuer is and will remain registered

**6** The Issuer

- (a) warrants that it is registered, as required by the regulation, in relation to LIF contracts; and
- (b) agrees to take all reasonable steps to ensure that it will remain registered for

the duration of this contract.

### Fiscal year

**7** The fiscal year for this LIF is the calendar year.

### Annual statement

**8** Within 60 days after the beginning of each year, the Issuer must provide you with a statement that contains the following information:

- (a) the amounts of any transfers to, or transfers from, the LIF during the previous year;
- (b) the income and gains, net of losses, earned by the LIF during the previous year;
- (c) the amounts paid to you out of the LIF in the previous year;
- (d) the amount and nature of any fees charged to the LIF during the previous year;
- (e) the LIF account balances at the beginning and at the end of the previous year;
- (f) the minimum amount that must be paid to you out of the LIF during the current year;
- (g) the maximum amount that may be paid to you out of the LIF during the current year, which is determined according to sections 18.2 or 18.3;
- (h) instructions for you to notify the Issuer about how much to pay you out of the LIF during the current year, and when to pay it.

### Statement before and after transfer

**9(1)** If an amount has been transferred from the LIF, or becomes transferable as of a specified date, the Issuer must prepare a statement showing the LIF account balance as of the date of the transfer or the specified date.

**9(2)** The Issuer must provide the statement

- (a) to you, if you are transferring the amount to another vehicle;
- (b) to you and your spouse or common-law partner (or former spouse or common-law partner), if the transfer is being made to effect a division of your pension benefit credit because of a breakdown in your relationship; or
- (c) to the person entitled to the death benefit under the LIF (your surviving spouse or common-law partner, your designated beneficiary or your estate, as the case may be), if the transfer is made because of your death.

## LIF TRANSFERS

### Permitted transfers to LIF

**10** An amount may be transferred to this LIF only from

- (a) a pension plan under one of the following provisions of the Act:
  - (i) if you are a member-owner, subsection 21(13.1) (transfer to LIF after ceasing active membership), or
  - (ii) if you are a non-member-owner, subsection 21(26.2) (transfer by surviving spouse or common-law partner on pre-retirement death) or clause 31(4)(b) (transfer by person entitled to division of pension benefit credit);
- (b) another LIF or a LIRA to which no amount has been transferred or contributed other than Manitoba locked-in money;
- (c) a VB account;
- (d) an RRSP to which no amount has been transferred or contributed other than Manitoba locked-in money; or
- (e) a pooled registered pension plan.

### Permitted transfers to other vehicle

**11** An amount may be transferred from this LIF only to

- (a) another LIF;
- (b) a pension plan;
- (c) a VB account;
- (d) a LIRA;
- (e) a prescribed RRIF;
- (f) an insurer to purchase a life annuity contract; or
- (g) a pooled registered pension plan.

### Restriction against splitting LIF

**12** You may not transfer an amount from this LIF if

- (a) as a result of the transfer, the amount transferred or the amount remaining in this LIF would be eligible for withdrawal under Division 6 of Part 10 (commutation of small pensions and withdrawals from small LIRAs and LIFs); or

(b) in the same calendar year, you have made one or more withdrawals from this LIF under Division 12 of Part 10 (withdrawals from prescribed plan due to financial hardship).

#### Issuer's duties when transferring to another vehicle

**13(1)** Before transferring an amount from the LIF to another vehicle, the Issuer must

- (a) be satisfied that
  - (i) in the case of a transfer to a LIRA or another LIF, the issuer of the LIRA or LIF is registered with the Superintendent of Pensions as an issuer of that type of vehicle,
  - (ii) in the case of a transfer to a pension plan or pooled registered pension plan, the transfer is permitted by the terms of the plan, or
  - (iii) in the case of a transfer to an insurer, the transferred amount will be used only to purchase a life annuity contract;
- (b) advise the issuer or administrator of the other vehicle that the amount being transferred is Manitoba locked-in money,
- (c) be satisfied that the issuer has ascertained that receiving financial institution, pension plan administrator or pooled registered pension plan administrator will treat the money as Manitoba locked-in money,
- (d) if you are a member-owner with a spouse or common-law partner, provide to the issuer or administrator of the other vehicle a copy of any consent or waiver provided by your spouse or common-law partner in relation to the LIF;
- (e) if you have previously made a one-time transfer under section 21.4 of the Act or Division 4 of Part 10 of the regulation, provide to the issuer or administrator of the other vehicle a copy of any statement from the Superintendent of Pensions received by the Issuer in relation to that transfer; and
- (f) provide you with the statement required by section 9 (statement before and after transfer).

**13(2)** When transferring an amount from the LIF to another vehicle as permitted by section 11, the Issuer must comply with the applicable provisions of the legislation and the *Income Tax Act* (Canada).

#### Liability for failure to comply

**14** If the Issuer transfers an amount out of the LIF in contravention of the legislation or this addendum, the Issuer may be required by the legislation to provide, or fund the provision of, benefits that could have been provided under the LIF if the transfer had not occurred.

#### Transfer of securities

**15** When an amount is to be transferred from the LIF to the issuer or administrator of another vehicle, the Issuer may, with your consent, effect the transfer by transferring transferable securities held by the LIF.

### YOUR INCOME FROM THE LIF

#### When do your income payments begin?

**16** The Issuer must begin making payments to you out of the LIF no later than December 31 of the year following the year in which the LIF was established.

#### You set your annual income from the LIF

**17(1)** Within 60 days after the beginning of each year, you will receive the annual statement described in section 8. Within 60 days after receiving that statement, you must notify the Issuer in writing of the total amount to be paid to you out of the LIF for the year.

**17(2)** If the Issuer guarantees a rate of return for the LIF for a period longer than a year, your notice for the first year of the period must specify the total amount to be paid in each year that ends at or before the end of the period for which the rate of return is guaranteed.

**17(3)** The amount that you set as your income from the LIF for the year must be

- (a) not less than the minimum amount that the *Income Tax Act* (Canada) requires you to be paid; and
- (b) subject to that minimum, not more than the maximum amount determined for the year under section 18.

Subject to those minimum and maximum amounts (which will be set out in your latest annual statement), you may revise the amount at any time during the year by written notice to the Issuer.

**17(4)** If you fail to specify the amount to be paid for the year, the Issuer will pay you the minimum amount before the end of the year.

**17(5)** In the first year of this contract, you are not required to receive a minimum amount unless the amount transferred to this contract was transferred from another LIF or VB account. In that case, in the year of the transfer you will continue to be paid amounts that you were being paid for that year under the other LIF or VB account.

#### Your maximum annual income from the LIF

**18(1)** Subsection (2) applies when the rate of return for the LIF is not guaranteed beyond the end of the year. If the LIF's rate of return is guaranteed for a multi-year period, subsection (2) applies to the first year of the period, and subsection (3) applies to each year of the period after the first year.

**18(2)** The total of the amounts to be paid to you out of the LIF for a fiscal year must not exceed the amount determined by clause (a) or the amount determined by (b), whichever is greater:

(a) the amount determined by the following formula:

$$\text{Maximum amount} = F \times (B + T)$$

In this formula,

- F is the factor (from the table at the end of this addendum) that corresponds to the reference rate for the year and your age at the end of the immediately preceding year,
- B is the balance of the LIF at the beginning of the year,
- T is the total of all amounts transferred to the LIF in the year, other than amounts transferred directly or indirectly from another LIF, a PRPP account or a VB account;

(b) the total of

- (i) the income and gains, net of losses, earned in the LIF in the immediately preceding year, and
- (ii) 6% of all amounts transferred to the LIF during the current year, other than amounts transferred directly or indirectly from another LIF, a PRPP account or a VB account.

**18(3)** The total of the amounts to be paid to you out of the LIF for the second or subsequent fiscal year of a multi-year period for which the LIF's rate of return is guaranteed must not exceed the maximum determined by the following formula:

$$\text{Maximum amount} = M \times B_1/B_2$$

In this formula,

- M is the maximum amount payable to you for the first year of the multi-year period (which is determined under subsection 18(2));
- B<sub>1</sub> is the LIF balance at the beginning of year;
- B<sub>2</sub> is the reference balance as at the beginning of the year, calculated as

(a) the reference balance as at the beginning of the previous year, minus M,

plus

(b) the amount determined under clause (a) multiplied by the reference rate for the year, if it is one of the first 16 fiscal years of the LIF, or by 6% in any other case.

For the purpose of clause (a), in determining the maximum payable in the second year of the multi-year period, the reference balance as at the beginning of the previous year is the LIF balance at the beginning of the period.

**18(4)** If the maximum determined under subsection (2) or (3) is less than the minimum amount that the *Income Tax Act* (Canada) requires you to receive from the LIF, you must be paid the minimum.

**18(5)** For the purpose of subsections (2) and (3), "reference rate" for a year means the greater of 6% and the percentage determined for the year by

(a) adding 0.5% to the average yield as at November 30 of the immediately preceding year, as published by the Bank of Canada in the *Bank of Canada Review* and expressed as a percentage, for Government of Canada long-term bonds identified as CANSIM Series V 122487; and

(b) converting the rate determined under clause (a), based on semi-annual compounding of interest, to an effective annual rate of interest, and rounding it to the nearest multiple of 0.5%.

### DEATH OF OWNER

#### Death benefit

**19(1)** Upon your death, the balance in the LIF is payable as a death benefit to the person entitled to it under this section.

**19(2)** The death benefit is payable to your surviving spouse or common-law partner if

- (a) you are a member-owner;
- (b) immediately before your death, you and your spouse or common-law partner were not living separate and apart from each other by reason of a breakdown in your relationship; and
- (c) the Issuer has not received a death benefit waiver signed the spouse or

common-law partner that has not been revoked.

**19(3)** For the purpose of clause (2)(c), "**death benefit waiver**" includes the following:

- (a) a waiver under section 20;
- (b) a waiver under subsection 21(26.3) of the Act in respect of a pension benefit credit to which the balance in this LIF is directly or indirectly attributable; and
- (c) a waiver under section 10.25 of Division 2 of Part 10 of the regulation in respect of a LIRA to which the balance in this LIF is directly or indirectly attributable.

**19(4)** If the death benefit is not payable to your surviving spouse or common-law partner, it is payable to your designated beneficiary or, if you have not designated a beneficiary, to your estate.

**19(5)** Within 90 days after receiving the necessary documentation, the Issuer must pay the death benefit as a lump sum to the person entitled to it. But, if that person is your spouse or common-law partner, he or she may, subject to the *Income Tax Act* (Canada), direct the Issuer to transfer it directly to an RRSP or RRIF, and the Issuer must transfer it accordingly.

#### **Death benefit waiver**

**20(1)** Your spouse or common-law partner may, before or after your death, waive his or her entitlement or potential entitlement to the death benefit in accordance with section 10.41 of Division 2 of Part 10 of the regulation (death benefit under LIF). Upon request by you or your spouse or common-law partner, the Issuer must provide the information and form required for the waiver.

**20(2)** A death benefit waiver may be revoked by you and your spouse or common-law partner by signing a joint revocation of that waiver and filing it with the Issuer.

#### **LUMP SUM WITHDRAWALS**

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##### **Overview — when you may withdraw balance**

**21(1)** Under the regulation, you might be entitled to withdraw all or part of the balance of your LIF in the following circumstances:

- (a) you are a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and have had that status for at least two years (*see Division 5 of Part 10 of the regulation*);
- (b) the total of the Manitoba locked-in money in all your LIFs and LIRAs, plus interest at the prescribed rate to the end of the year in which you turn 65, is less than 40% of the YMPE for the year in which you apply for the withdrawal (*see Division 6 of Part 10 of the regulation*);
- (c) you have a shortened life expectancy of less than two years (*see Division 7 of Part 10 of the regulation*);
- (d) you are 55 or older and you make a request for a once in a lifetime withdrawal of up to 50% of the balance in your LIFs and pension plan, if the plan permits (*see Division 4 of Part 10 of the regulation*).
- (e) you have reached the age of 65 years and make an application to withdraw the full balance of your LIF (*see Division 11 of Part 10 of the regulation*);
- (f) you are eligible to make a withdrawal based on financial hardship (*see Division 12 of Part 10 of the regulation*).

**21(2)** If any of these circumstances apply to you, you may request the Issuer to provide the information and forms necessary for you to apply for a withdrawal. Subject to the regulation, the Issuer must provide you with the relevant information and forms.



# PRESCRIBED RETIREMENT INCOME FUND FOR MANITOBA

## ADDENDUM

### SUPPLEMENTARY AGREEMENT ESTABLISHING A PRESCRIBED RETIREMENT INCOME FUND UNDER THE AGF RETIREMENT INCOME FUND

The Annuitant named in the Application Form has established the Fund with AGF Investments Inc. as agent for Computershare Trust Company of Canada as trustee and issuer, which has received funds originating from a registered pension plan governed by the provisions of the Act and regulations thereunder. In accordance with the Act, regulations and the declaration of trust governing the Fund and except as otherwise may be permitted or provided for under the Act and regulations from time to time, the following forms part of the terms and conditions applicable to the funds, which are binding upon the Annuitant and the Trustee and their respective successors and assigns effective from the time of the transfer of the funds to the Fund.

#### 1. PENSION LEGISLATION

- a. For the purposes of this Addendum, the word "Act" means *The Pension Benefits Act* (Manitoba) and the word "regulation" means *The Pension Benefits Act Regulation* made under the Act.

#### 2. DEFINITIONS

- 2.1 All terms in this Addendum which are used in the Act or regulation have the same meaning as under the Act or regulation.
- 2.2 For greater certainty, the words "approved", "contract", "fund", "financial institution", "locked-in retirement account (LIRA)", "life income fund (LIF)", "life annuity contract", and "transfer" have the same meanings as are respectively given to these words in parts 1 and 10 of the regulation.
- 2.3 The words "pension benefit credit", "pension plan" and "superintendent" have the same meaning as given to these words in section 1 (1) of the Act.
- 2.4 In this Addendum, "Plan" means the above-named retirement income fund, governed by the declaration of trust or trust agreement and the additional terms of this Addendum and includes the "fund" as that term is used in the regulation.
- 2.5 "Planholder" means the planholder, accountholder or annuitant under the declaration of trust or trust agreement and application form for the Plan and includes the "owner" of the Plan as that term is used in the regulation.

#### 3. SPOUSE AND COMMON LAW PARTNER

- 3.1 The word "Spouse" where used in relation to another spouse means the person who is married to that other spouse, and "Spouses" means two persons who are married to each other.
- 3.2 The "Common-Law Partner" of a member or former member means:
  - (a) a person who, with the member or former member, registered a common-law relationship under section 13.1 of *The Vital Statistics Act* (Manitoba), or
  - (b) a person who, not being married to the member or former member, cohabited with him or her in a conjugal relationship
    - (i) for a period of at least three years, if either of them is married, or
    - (ii) for a period of at least one year, if neither of them is married.
- 3.3 "Common-Law Relationship" means the relationship between two persons who are Common-Law Partners of each other.

Notwithstanding anything to the contrary contained in the Plan, this Addendum or any endorsements forming a part thereof, for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement income funds, "Spouse" and "Common-Law Partner" do not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

#### 4. ELIGIBILITY

- 4.1 Subject to an order under *The Garnishment Act* (Manitoba) to enforce a maintenance order within the meaning of that Act, to an order under section 59.3 of *The Family Maintenance Act* (Manitoba) to preserve assets, to paragraphs 5.6 and 7 of this Addendum and the regulation, only a Planholder who:
  - (a) is at least 55 years of age;
  - (b) is the annuitant under one or more Manitoba LIRAs or LIFs; and
  - (c) by filing prescribed information with the administrator in accordance with the regulation, satisfies the administrator that he or she has not previously

made a prescribed transfer under section 21.4 of the Act; may transfer an amount from each LIRA or LIF to this Plan.

#### 5. MAXIMUM AMOUNT FOR TRANSFER

- 5.1 The maximum amount that may be transferred under paragraph 4 of this Addendum from a Manitoba LIRA or LIF is 50% of the amount by which:
  - (a) the balance in the LIRA or LIF on the day the application for the transfer is made; exceeds the total of
  - (b) the amount, if any, that is or may become payable under subsection 31(2) of the Act from the LIRA or LIF to a person who is living separate and apart from the Planholder at the time that he or she applies for the transfer; and
  - (c) all amounts, if any, required to be paid out of the LIRA or LIF on or after the date of the application pursuant to an order under section 14.1 of *The Garnishment Act* (Manitoba) that is served before the transfer is made.

#### 6. CONSENT OF COHABITATING SPOUSE OF COMMON-LAW PARTNER

- 6.1 If the Planholder:
  - (a) is a former member of a pension plan who directly or indirectly transferred the commuted value of his or her pension under the plan to the Manitoba LIRA or LIF;
  - (b) has a Spouse or Common-Law Partner; and
  - (c) at the time of applying for the transfer under paragraph 4 of this Addendum, is not living and apart from the Spouse or Common-Law Partner by reason of a breakdown of their relationship;

the Plan Carrier must not permit the transfer unless the Spouse or Common-Law Partner, after being given prescribed information in accordance with the regulation, consents in writing to the transfer, in a form approved by the superintendent.

#### 7. TRANSFER INTO THE PLAN

- 7.1 Assets may only be transferred into the Plan with this Addendum with respect to:
  - (a) a prescribed transfer from one or more Manitoba LIRA or LIFs under section 21.4 of the Act; and
  - (b) a transfer from another prescribed RRIF issued to hold funds that are the subject of prescribed transfer (but not including a life annuity contract).Any transfer into the Plan must be on a tax-deferred basis under the *Income Tax Act* (Canada).

#### 8. TRANSFERS OUT OF THE PLAN

- 8.1 The Planholder may transfer all or any part of the balance of the Plan:
  - (a) to another prescribed RRIF issued to hold funds that are subject of a prescribed transfer, or
  - (b) in accordance with paragraph 60(l) of the *Income Tax Act* (Canada), to purchase a life annuity contract.
  - (c) to a pension plan of which the owner is a member or former member, if the transfer is permitted by the terms of the plan.

Any transfer out of the Plan must be made on a tax-deferred basis under the *Income Tax Act* (Canada). The Trustee shall in prescribed form and manner, transfer all or a part of the then current value of the assets together with all information necessary for the continuance of the Plan to another carrier of a prescribed RRIF, provided that the Trustee will retain sufficient assets to satisfy the requirement to pay the minimum amount to the Annuitant for the year in accordance with paragraphs 146.3(2)(e) and 146.3(2)(e.2) of the *Income Tax Act* (Canada) and that the Trustee will retain an amount equal to the lesser of:

- (a) the fair market value of such portion of the property as would, if the fair market value thereof does not decline after the transfer, be sufficient to ensure that the minimum amount under the Plan for the year in which the transfer is made may be paid to the annuitant in the year, and
- (b) the fair market value of all the property

It is understood and agreed by the Planholder that unmatured investments held as RRIF assets may not be redeemed before maturity, for the purposes of transfer under this paragraph 8.

#### 9. NOTICE TO TRANSFEREE

- 9.1 Prior to a transfer pursuant to paragraph 8 of this Addendum, the Plan Carrier will advise the transferee institution in writing of the status of the Plan with this Addendum and make acceptance of the transfer subject to the conditions of the Act and regulation.

## 10. DEATH OF PLANHOLDER

- 10.1 On the death of the Planholder who is or was a member, the balance of the Plan shall be paid:
- (a) to the Planholder's surviving Spouse or Common-Law Partner, unless he or she has received or is entitled to receive all or any part of the balance under an agreement or order under *The Family Property Act* (Manitoba); and in any other case, to the designated beneficiary or the estate of the Planholder.

## 11. ATTACHMENT

- 11.1 Subject to an agreement or order under *The Family Property Act* (Manitoba) or enforcement proceedings taken by a designated officer, as defined in section 52 of *The Family Maintenance Act* (Manitoba), under Part VI of that Act, the balance of the Plan:
- (a) may not be assigned, charged, anticipated or given as security, and any transaction purporting to do so is void, and
  - (b) is exempt from execution, seizure or attachment.

## 12. PROVISIONS OF AMOUNT ON PROPER PAYOUT

- 12.1 If all or any part of the balance of the Plan is paid out contrary to the Act, the regulation or this Addendum, the Plan Carrier will provide or ensure the provision of an amount equal to the amount of the balance paid out.

## 13. INDEMNITY

- 13.1 Should the Plan Carrier or its agent provide or be required to provide a pension as a result of all or any part of the balance of the Plan RRIF assets being paid out or transferred contrary to the Act, the regulation or this Addendum, the Planholder or the Planholder's heirs, administrators, or executors will indemnify and hold harmless the Plan Carrier or its agent and pay back without demand all amounts improperly paid out or transferred, to the extent that such amounts were received by or accrued to the benefit of any recipient.

## 14. AMENDMENT

- 14.1 The Plan Carrier may from time to time in its discretion amend this Addendum by giving 30 days' notice to the Planholder. No amendment shall be made unless the Plan and this Addendum as amended remain in conformity with and approved under the Regulation and in accordance with section 146.3 of the *Income Tax Act* (Canada).

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