

AGF INVESTMENTS

# LOCKED-IN ADDENDUM

SASKATCHEWAN LIRA

SASKATCHEWAN PRIF

# LOCKED-IN RETIREMENT ACCOUNT FOR SASKATCHEWAN

## ADDENDUM

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

The owner of the Plan (also referred to as the "Annuitant") named in the application form completed by the Annuitant has established an AGF Retirement Savings Plan (the "Plan") with AGF Investments Inc. as agent (the "Agent") for B2B Trustco as trustee and issuer (the "Trustee"), which has received funds originating from a registered pension plan governed by the provisions of the *Pension Benefits Act, 1992 (Saskatchewan)* (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.

#### 1. DEFINITIONS:

In this Agreement, all capitalized terms not otherwise defined herein shall have the same meaning as in the AGF Retirement Savings Plan. In addition, the following terms shall have the meaning indicated:

- 1.1 "Financial institution" means the underwriter, depository or issuer of a Prescribed RIF or LIRA;
- 1.2 "Life annuity contract" means an arrangement that (i) complies with the relevant provisions of the *Income Tax Act (Canada)*, (ii) does not take into account the sex of the person or the co-annuitant, if any, in determining the amount of the pension, (iii) is made with an insurance business, and (iv) under which the insurance business guarantees the payment of a non-commutable pension not later than the end of the calendar year in which the person who is to receive the pension attains the age of 71 years where money is being transferred from a LIRA, being a pension that will not commence before that person attains the age of 55 years, or, if that person provides evidence to the satisfaction of the Financial institution that the plan or any of the plans from which the money was transferred provide for payment of the pension at an earlier age, that earlier age;
- 1.3 "Locked-in retirement account" or "LIRA" means an RSP that meets the prescribed conditions of the Act and the Regulation;
- 1.4 "Pooled retirement income account contract" means a contract that meets the requirements set out in section 17 of the *Pooled Registered Pension Plans (Saskatchewan) Regulations*.
- 1.5 "Pooled retirement savings account contract" means a contract that meets the requirements set out in section 16 of the *Pooled Registered Pension Plans (Saskatchewan) Regulations*.
- 1.6 "Prescribed RIF" means a retirement income arrangement, known as retirement income fund, that is a RIF and that meets the conditions set out in section 29.1 of the Regulation;
- 1.7 "Regulation" means all regulations adopted pursuant to the Act, as same may be amended from time to time;
- 1.8 "RIF" means a retirement income fund within the meaning of the *Income Tax Act (Canada)* that is registered under that act;
- 1.9 "RSP" means a retirement saving plan within the meaning of the *Income Tax Act (Canada)* that is registered under that act;
- 1.10 "Spouse" shall have the meaning assigned to such term under the Act but does not include any person who is not recognized as a Spouse or common-law partner for the purposes of any provision of the *Income Tax Act (Canada)* respecting RSPs;
- 1.11 "Transfer" means the transfer referred to in the Preamble hereto.

2. **Locking-in provisions:** Subject to section 3 herein, all money that is the subject of the Transfer, including all investment earnings thereon but excluding all fees, charges, expenses and taxes charged to this Plan, shall be used to provide or ensure a pension that would, but for the Transfer or any previous transfers, be required or permitted by the Act. The Annuitant shall not be allowed to make any additional contribution, and no money which is not locked in may be transferred or otherwise held under this Plan.

3. **Permitted transfers and withdrawals:** No transfer of all or any part of the money or assets held under this Plan is permitted including interest, gains and losses, unless such transfer is made to one of the following:

- 3.1 to another LIRA on the conditions set out in section 29 of the Regulation;
- 3.2 to purchase a Life annuity contract, as stipulated at paragraph 146(1) of the *Income Tax Act (Canada)*;
- 3.3 to a registered pension plan on the conditions referred to in section 32(2) (a) of the Act;
- 3.4 to a RIF on the conditions set out in section 29.1 of the Regulation;
- 3.5 to a Pooled retirement savings contract on the conditions set forth in section 29 of the Regulation; or
- 3.6 to a Pooled retirement income contract on the conditions set forth in section 29 of the Regulation.

Such transfer shall be made after receipt by the Trustee or the Agent of written instructions from the Annuitant to that effect, but shall be conditional upon the Trustee being satisfied that the conditions for transfer set out at section 5 hereof are fulfilled. Once the transfer is completed in compliance with all conditions relating thereto, the Trustee and the Agent shall be released from any liability in connection with this Plan to the extent of the transfer. Notwithstanding the above, the Trustee shall never be obliged to refund in advance the investments held under the Plan for purposes of transfer and may, at its entire discretion, either (i) delay the requested transfer accordingly, or (ii) where such investments consist of identifiable and transferable securities, effect the transfer by the remittance of such securities.

No withdrawal, commutation or surrender of money held under this Plan is permitted, except:

- (i) where the amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act (Canada)*, or
- (ii) where a physician certifies that, due to mental or physical disability, the life expectancy of the Annuitant is shortened considerably, in which event the Annuitant may elect to withdraw the money held under this Plan either by way of a lump sum or a series of payments for a fixed term, as the Annuitant will specify in writing; or
- (iii) notwithstanding anything herein to the contrary, but subject to the following paragraph, the Annuitant may withdraw as a lump sum the assets in the LIRA where the balance of the assets in the LIRA do not exceed an amount mentioned in subsection 39(1) of the Act; the Trustee shall not permit a withdrawal pursuant to the preceding paragraph unless the Trustee is satisfied that the Annuitant has no other locked-in assets.

The transfer referred to in subsections 3.4 or 3.6 hereof or the withdrawal referred to at subsection (ii) hereof are subject to the further condition that if the Annuitant has a Spouse, the Spouse must have waived his or her entitlement to a joint life pension in the manner prescribed by Regulation and satisfactory evidence thereof must be provided to the Trustee.

4. **Residency:** the Annuitant may withdraw as a lump sum the money held under this Plan, if:

- (i) the Annuitant has a written determination from the Canada Revenue Agency ("CRA") to be a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*,
- (ii) the Annuitant has not resided in Canada for at least two consecutive years,
- (iii) where the Annuitant provides the Trustee or the Agent with a copy of CRA's written determination of non-residency,

- (iv) the Annuitant completes and files with the Trustee or Agent a certificate of non-residency as required by the Regulation, and
- (v) if the Annuitant has a spouse, the Annuitant obtains the spouse's consent to withdrawal and waiver of entitlements, in a manner prescribed by the Regulation. Satisfactory evidence thereof must be provided to the Trustee or the Agent.

**5. Improper payments:** Should any money or assets held under this Plan be paid out contrary to the Act, the Regulation or this Agreement, the Trustee will provide or ensure the provision to the Annuitant of a pension in an amount that would have been provided had the money not been so paid out.

**6. Conditions for transfer:** Before transferring any money from this Plan to another Financial institution, the Trustee shall advise the transferee Financial institution in writing of the locked-in status of the money being the object of the transfer and shall make the transfer subject to the compliance with the conditions set forth in section 29 of the Regulation. Where the Trustee does not comply with any one of the above conditions, if the transferee Financial institution fails to pay the money transferred in the form of a pension or in the manner required or permitted by the Act or the Regulation, the Trustee shall provide or ensure the provision to the Annuitant of a pension in an amount equal to the pension that would have been provided had the money not been paid out or transferred contrary to the provisions of the Act or the Regulation.

**7. Investments:** The money and assets held under this Plan shall be invested by the Trustee, either directly or through the Agent, in the manner provided in the Declaration of Trust creating the AGF Retirement Savings Plan. All investments of money or assets held under this Plan must comply with the rules for the investment of RSP money contained in the Income Tax Act (Canada) and the regulations thereunder.

**8. Exemption from seizure:** The money and assets held under this Plan may not be assigned, charged, alienated or anticipated and shall be exempted from execution, seizure or attachment, except to the extent provided by law. Any transaction purporting to assign, charge, alienate or anticipate the money or assets held under this Plan is void.

**9. Requirement form of pension:** The pension to be provided to the Annuitant must not be established in a manner that differentiates on the basis of the sex of the Annuitant, unless the Annuitant can provide to the Trustee satisfactory evidence that such differentiation would be allowed in the circumstances. Such pension must, where the Annuitant was a member of the plan from which the assets in this Plan were transferred and such Annuitant has a Spouse on the date at which the pension commences be a joint pension that complies with section 34 of the Act, unless the Spouse of the Annuitant waives his or her entitlement in the manner prescribed by the Act and the Regulation and satisfactory evidence thereof is given to the Trustee.

**10. Compulsory transfer:** The money and assets held under this Plan shall be affected to a permitted transfer as provided at section 3 hereof before the end of the calendar year in which the Annuitant attains the age of 71 years, at the choice of the Annuitant as specified in writing. However, if the Trustee has not received from the Annuitant the necessary documentation to start a pension or effect such transfer, within 90 days prior to the end of the calendar year in which the Annuitant attains the age of 71, the Trustee shall, at his entire discretion, either purchase an immediate Life annuity contract for the Annuitant, in compliance with subsection 3.2 hereof, or transfer the balance of this Plan to a RIF for the Annuitant, as defined in section 29.1 of the Regulation.

**11. Death of the Annuitant:** Should the Annuitant die before the commencement of the pension and not be survived by his or her Spouse, then notwithstanding any other provision of this Agreement, the money and assets held under this Plan shall be payable by way of lump sum to any beneficiary lawfully designated to receive same or, in the absence of such designation, to the estate of the Annuitant. Such payment shall be effected after receipt by the Trustee of satisfactory evidence of the Annuitant's death and of entitlement to the funds in question. If on the death of such Annuitant, the Annuitant has a Spouse, the surviving spouse may elect to receive the money held under this Plan as a lump sum payment or may elect to transfer the money held under this Plan to one of the following:

- 11.1 another plan that permits the transfer, if any payment from the other plan is a payment that would otherwise be required by this Act;
- 11.2 a prescribed RRSP;

11.3 an insurance company to purchase a deferred pension that is not commutable and that will not commence earlier than the earliest day on which the pension could have commenced pursuant to the plan;

11.4 a pooled registered pension plan within the meaning of The Pooled Registered Pension Plans (Saskatchewan) Act; or

11.5 any other prescribed retirement plan that is registered pursuant to the Income Tax Act (Canada).

If such election is not made within 180 days following the day on which proof of death of the Annuitant is provided to the Trustee, the surviving spouse will be deemed to have elected to receive a lump sum.

**12. Spousal relationship Breakdown:** Notwithstanding any contrary provision of this Agreement, this Plan shall be subject, mutatis mutandis, to the provisions of Part IV of the Act relating to marriage breakdown.

**13. Representations and warranties of the Annuitant:** The Annuitant represents and warrants to the Trustee the following:

13.1 that an entitlement to receive a pension under a pension plan governed by the Act is vested in him/her;

13.2 that he/she is entitled to effect a transfer of his/her pension entitlements pursuant to the Act;

13.3 that the funds transferred herein are locked-in funds resulting directly or indirectly from the commuted value of the Annuitant's pension entitlements and are transferred herein pursuant to the Act or the Regulation; and

13.4 that the provisions of the pension plan do not prohibit the Annuitant from entering in this Agreement and, in the event that such prohibition does exist, the Trustee shall not be liable for the consequences to the Annuitant of executing this Agreement nor for anything done by the Trustee in accordance with the provisions hereof.

**14. Representations and warranties of the Trustee:** The Trustee represents and warrants to the Annuitant that a specimen certified copy of Retirement Savings Plan and this Agreement, including any amendments thereto, has been filed with the Superintendent of Pensions for Saskatchewan, that same was approved by the Superintendent and that such approval has not been revoked.

**15. Governing terms:** The money which is the object of the transfer shall be held by the Trustee in accordance with the terms of the Retirement Savings Plan and the provisions of this Agreement, provided that in the event of any conflict between the provisions of the Retirement Savings Plan on the one hand and this Agreement on the other, the provisions of this Agreement shall prevail.

**16. Governing law:** This Agreement shall be governed by the laws of the province of Saskatchewan.

**17. Assigns:** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

# PRESCRIBED RETIREMENT INCOME FUND FOR SASKATCHEWAN

## ADDENDUM

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

The owner of the Plan (also referred to as the "Annuitant") named in the application form completed by the Annuitant has established an AGF Retirement Income Fund (the "Plan") with AGF Investments Inc. as agent (the "Agent" for B2B Trustco as trustee and issuer (the "Trustee"), which has received funds originating from a registered pension plan governed by the provisions of the *Pension Benefits Act, 1992* (Saskatchewan) (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.

#### 1. DEFINITIONS:

In this Agreement, all capitalized terms not otherwise defined herein shall have the same meaning as in the AGF Retirement Income Fund. In addition, the following terms shall have the meaning indicated:

- 1.1 "Financial institution" means the underwriter, depository or issuer of a LIRA or RIF;
- 1.2 "Fiscal year" in connection with this Plan means a calendar year terminating on December 31;
- 1.3 "Life annuity contract" means an arrangement that (i) complies with the relevant provisions of the *Income Tax Act* (Canada), (ii) does not take into account the sex of the person or the co-annuitant, if any, in determining the amount of the pension, (iii) is made with an insurance business, and (iv) under which the insurance business guarantees the payment of a non-commutable pension not later than the end of the calendar year in which the person who is to receive the pension attains the age of 71 years where money is being transferred from a LIRA and, being a pension that will not commence before that person attains 55 years of age or, if that person provides evidence to the satisfaction of the financial institution that the plan or any of the plans from which the money was transferred provide for payment of the pension at an earlier age, that earlier age;
- 1.4 "Locked-in retirement account" or "LIRA" means an RSP that meets the prescribed conditions of the Act and the Regulation;
- 1.5 "Pooled retirement income account contract" means a contract that meets the requirements set out in section 17 of the *Pooled Registered Pension Plans (Saskatchewan) Regulations*.
- 1.6 "Pooled retirement savings account contract" means a contract that meets the requirements set out in section 16 of the *Pooled Registered Pension Plans (Saskatchewan) Regulations*.
- 1.7 "Prescribed RIF" means a retirement income arrangement that is a RIF and that meets the conditions set out in section 29.1 of the Regulation;
- 1.8 "Regulation" means all regulations adopted pursuant to the Act, as same may be amended from time to time;
- 1.9 "RIF" means a retirement income fund within the meaning of the *Income Tax Act* (Canada) that is registered under that act;
- 1.10 "RSP" means a retirement saving plan within the meaning of the *Income Tax Act* (Canada) that is registered under that act;
- 1.11 "Spouse" shall have the meaning assigned to such term under the Act but does not include any person who is not recognized as a Spouse or common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting RIF;
- 1.12 "Transfer" means the transfer referred to in the Preamble hereto;

1.13 "Value of the Plan" for purposes of calculating the balance of the money and assets held under this Plan, shall mean the fair market value of the assets held under the Plan as determined by the Trustee in good faith.

2. **Purpose of the Plan:** Subject to section 5 herein, all money that is the subject of the Transfer, including all investment earnings thereon but excluding all fees, charges, expenses and taxes charged to this Plan, shall be used to provide the Annuitant with periodic payments the amount of which may vary annually.  
  
The Annuitant shall not be allowed to make any additional contribution, and no money which is not locked-in may be transferred or otherwise held under this Plan.
3. **Assets transferred to the Plan:** The Trustee may not accept any transfer of assets to this Plan which do not originate from one of the following:
  - (a) a locked-in retirement account as defined in section 29 of the Regulation;
  - (b) a life income fund that was entered into before the repeal of section 30 of the Regulation;
  - (c) a locked-in retirement income fund that was entered into before the repeal of section 31 of the Regulation;
  - (d) another RIF as defined in section 29.1 of the Regulation;
  - (e) a plan, as a transfer pursuant to section 32 of the Act;
  - (f) a policy as defined by section 42 of the former regulations;
  - (g) the Saskatchewan Pension Plan established by *The Saskatchewan Pension Plan Act*;
  - (h) a pooled registered pension plan;
  - (i) a Pooled retirement savings contract on the conditions set forth in section 29.1 of the Regulation; or
  - (j) a Pooled retirement income contract on the conditions set forth in section 29.1 of the Regulation.

The Trustee may not accept a transfer of assets to this Plan unless the Annuitant is at least 55 years of age, or, upon receipt of evidence to the satisfaction of the Trustee, an earlier age if any Plans from which the funds herein were transferred allowed for a pension to begin at that earlier age, and upon receipt of a consent signed by the spouse (if any) as required by the Regulation.

4. **Commencement of payments:** All periodic payments to be made to the Annuitant under this Plan shall commence not earlier than the date at which the Annuitant reaches 55 years of age, or, upon receipt of evidence to the satisfaction of the Trustee, an earlier age if any Plans from which the funds herein were transferred allowed for a pension to begin at that earlier age.
5. **Permitted transfers:** The money and assets held in this Plan may be transferred in whole or in part to one of the following:
  - 5.1 to another RIF on the conditions set out in section 29.1 of the Regulations, provided that the minimum amount as defined under subsection 146.3(1) of the *Income Tax Act* (Canada) is retained before transferring the balance of the RIF in order to comply with paragraphs 146.3(2) (e) and (e.1) or (e.2) where applicable of the *Income Tax Act* (Canada);
  - 5.2 to purchase a Life annuity contract, as stipulated at paragraph 60(l) of the *Income Tax Act* (Canada) and that meets the requirements of section 34 of the Act;
  - 5.3 to an acknowledged LIRA on the conditions set out in section 29 of the Regulation.
  - 5.4 to a Pooled retirement savings contract on the conditions set forth in section 29.1 of the Regulation; or
  - 5.5 to a Pooled retirement income contract on the conditions set forth in section 29.1 of the Regulation.

Such transfer shall be made after the receipt by the Trustee or the Agent of written instructions under the Annuitant to that effect, but shall be conditional upon the Trustee being satisfied that the conditions for transfer set out at section 6 hereof are fulfilled. Once the transfer is completed in compliance with all conditions relating

thereto, the Trustee and the Agent shall be released from any liability in connection with this Plan to the extent of the transfer.

Notwithstanding the above, the Trustee shall never be obliged to refund in advance the investments held under the Plan for purposes of transfer and may, at its entire discretion, either (i) delay the requested transfer accordingly, or (ii) where such investments consist of identifiable and transferable securities, effect the transfer by the remittance of such securities.

6. **Conditions for transfer:** Before transferring any money from this Plan to another Financial institution, the Trustee shall advise the transferee Financial institution in writing of the status of the money being the object of the transfer and shall make the transfer subject to the compliance with the conditions set forth in section 29.1 of the Regulation.

Where the Trustee does not comply with any one of the above conditions, if the transferee Financial institution fails to pay the money transferred in the form of a pension or in the manner required or permitted by the Act or the Regulation, the Trustee shall provide or ensure the provision to the Annuitant of a pension in an amount that would have been provided had the money not been paid out or transferred contrary to the provisions of the Act or the Regulation.

7. **Improper payments:** Should the balance of the money held under this Plan be paid out contrary to the Act or the Regulation, the Trustee will provide or ensure the provision to the Annuitant of a pension in an amount that would have been provided had the balance of money not been so paid out.
8. **Spousal relationship Breakdown:** Notwithstanding any contrary provision of this Agreement, this Account shall be subject, mutatis mutandis, to the Provisions of Part IV of the Act relating to marriage breakdown.
9. **Exemption from seizure:** The money and assets held under this Plan may not be assigned, charged, alienated or anticipated and shall be exempted from execution, seizure or attachment, except to the extent provided by law. Any transaction purporting to assign, charge, alienate or anticipate the money or assets held under this Plan is void.
10. **Death of the Annuitant:** Should the Annuitant die before the transfer or the withdrawal of the whole of this Plan, notwithstanding any other provision of this Agreement, the money and assets held under this Plan shall be payable by way of lump sum to (i) the Annuitant's Spouse, if any, where the Annuitant was a member of the plan from which the money was transferred either directly or indirectly and the Spouse survives the Annuitant for 30 days or more, unless a spouse's waiver in Form 2 in the Regulations has been signed by the spouse and filed with the issuer; or (ii) in all other cases, to any beneficiary lawfully designated to receive same or, in the absence of such designation, to the estate of the Annuitant. Such payment shall be effected after receipt by the Trustee of satisfactory evidence of the Annuitant's death and of entitlement to the funds in question.
11. **Representations and warranties of the Annuitant:** The Annuitant represents and warrants to the Trustee the following:
- 11.1 that an entitlement to receive a pension under a Plan is vested in him/her;
  - 11.2 that he/she is entitled to effect a transfer of his/her pension entitlements pursuant to the Act; and
  - 11.3 that the funds transferred herein were locked-in funds resulting directly or indirectly from the commuted value of the Annuitant's pension entitlements and are transferred herein pursuant to the Act or the Regulation;
  - 11.4 that the provisions of the Plan do not prohibit the Annuitant from entering in this Agreement and, in the event that such prohibition does exist, the Trustee shall not be liable for the consequences to the Annuitant of executing this Agreement nor for anything done by the Trustee in accordance with the provisions hereof;
  - 11.5 where the Annuitant has a Spouse, the Spouse has consented to the Transfer in the manner prescribed by the Act and the Regulation.
12. **Representations and warranties of the Trustee:** The Trustee represents and warrants to the Annuitant that a specimen certified copy of the Retirement Income Plan and this Agreement, including any amendments thereto, has been filed with the Superintendent of Pensions for Saskatchewan that same was approved by the Superintendent and that such approval has not been revoked.

13. **Governing terms:** The money which is the object of the transfer shall be held by the Trustee in accordance with the terms of the Retirement Income Plan and the provisions of this Agreement, provided that in the event of any conflict between the provisions of the Retirement Income Plan on the one hand and this Agreement on the other, the provisions of this Agreement shall prevail.

14. **Governing law:** This Agreement shall be governed by the laws of the province of Saskatchewan.

15. **Assigns:** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**AGF Investments Inc.**

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