

AGF INVESTMENTS

# LOCKED-IN ADDENDUM

SASKATCHEWAN LIRA

SASKATCHEWAN PRIF

## LOCKED-IN RETIREMENT ACCOUNT SASKATCHEWAN ADDENDUM

### 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.

#### Definitions

1. For the purposes of this Addendum, "**Tax Act**" means the *Income Tax Act* (Canada) as amended, "**Act**" means *The Pension Benefits Act, 1992* (Saskatchewan), as amended, and "**Regulations**" means *The Pension Benefits Regulations, 1993*, as such Regulations may be amended, under the Act.
2. For the purposes of this Addendum, "**life annuity contract**", "**locked-in retirement account contract**", and "**registered retirement income fund contract**" have the same meanings as are respectively given to these terms in section 29 of the Regulations, and "**pension**" and "**spouse**" have the same meanings as are respectively given to these words in subsection 2(1) of the Act. Further, for the purposes of this Addendum, the term "**Saskatchewan RRIF**" shall mean a registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations.
3. Notwithstanding anything to the contrary contained in the Declaration of Trust constituting the RSP and in this Addendum, (collectively the "**Plan Documents**"), including any endorsements forming a part thereof, "**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 Tax Act respecting registered retirement savings plans.

#### Contributions

4. The assets in the LIRA shall include all locked-in money and securities deposited into the LIRA, and shall include all interest, gains and losses incurred thereon. The Annuitant may also contribute money and securities to the LIRA which are not locked-in, but which assets will thereafter be subject to the provisions of the Regulations and this Addendum.
5. The Annuitant acknowledges that all or a portion of certain of the Annuitant's Benefits to be transferred to the LIRA are pension benefits which are subject to the locking-in provisions of the Act. The Annuitant further acknowledges that the present value of such Benefits to be transferred to the LIRA are being transferred from a former employer's registered pension plan or another locked-in retirement account.

#### Transfers from LIRA

6. Subject to paragraph 12 of this Addendum, no transfer of assets from the LIRA is permitted except:
  - (i) to another locked-in retirement account contract;
  - (ii) to purchase a life annuity contract;
  - (iii) to purchase a Saskatchewan RRIF; or
  - (iv) to a registered pension plan on the conditions referred to in clause 32(2)(a) of the Act.
  - (v) subject to clause 6(a), to a pooled retirement savings account contract on the conditions set out in subsection 16(19) of *The Pooled Registered Pension Plans* (Saskatchewan) Regulations.
  - (vi) to a pooled retirement income account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plans* (Saskatchewan) Regulations.
  - (a) If the owner of the contract who was a member of the plan from which the money was transferred elects to transfer the money pursuant to subclause 6(v) and that owner has a spouse, no transfer shall be made unless the owners spouse waives his or her entitlement to a pension that complies with section 34 of the Act by delivering a written and signed waiver in Form 3 to the issuer of the contract before the transfer.

#### Investments

7. The assets in the LIRA will be invested in a manner that complies with the rules for the investment of money in a registered retirement savings plan pursuant to the Tax Act.

#### Pay Out Contrary to Law

8. Where the assets in the LIRA are paid out contrary to the Act or section 29 of the Regulations, the Trustee will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the assets in the LIRA not been paid out.

#### Conditions of Transfer

9. The Trustee, before transferring out the assets of the LIRA pursuant to paragraph 6 of this Addendum, will advise the transferee in writing of the locked-in status of the money and make acceptance of the transfer by the transferee financial institution subject to the conditions provided in section 29 of the Regulations.
10. If the Trustee does not comply with paragraph 9 of this Addendum and the transferee financial institution fails to pay the assets in the LIRA transferred in the form of a pension or in the manner required by section 29 of the Regulations, the Trustee will provide or ensure the provision of the pension referred to in paragraph 8 of this Addendum.

#### Spousal Rights

11. The pension to be provided to the Annuitant who:
  - (i) was a member of the registered pension plan from which the assets in the LIRA were transferred; and
  - (ii) has a spouse at the date when the pension commences;shall comply with section 34 of the Act, except that a waiver of entitlement is filed with the Trustee.

#### Death of Annuitant

12. On the death of the Annuitant who was a member of the registered pension plan from which the assets in the LIRA were transferred, the balance of the assets in the LIRA will be transferred:
  - (i) to the Annuitant's spouse; or
  - (ii) if there is no spouse, to the designated beneficiary under the LIRA; or
  - (iii) if there is no such spouse or designated beneficiary, to the estate of the Annuitant;in accordance with paragraphs 13 through 15 of this Addendum.
13. A spouse of the Annuitant to whom the balance of the assets in the LIRA is to be transferred under subparagraph 12(i) of this Addendum may, within 180 days following the day on which proof of death of the Annuitant is provided to the Trustee, elect either to transfer the assets in accordance with subsection 32(2) of the Act or to receive the assets as a lump sum payment, provided that if the spouse fails to communicate such election to the Trustee within such 180 days, the spouse shall be deemed to have elected to receive the assets as a lump sum payment.

14. If the balance of the assets in the LIRA is to be transferred under subparagraphs 12(ii) or (iii) of this Addendum, the designated beneficiary or the estate of the Annuitant, as the case may be, shall receive the assets as a lump sum payment.
15. At any time before the death of the Annuitant, the spouse of the Annuitant:
  - (i) may waive the spouse's entitlement pursuant to paragraphs 12 and 13 of this Addendum by delivering a written and signed waiver in the form prescribed by the Regulations to the Trustee; and
  - (ii) may revoke such a waiver by delivering a written and signed notice of revocation to the Trustee;
16. If a waiver under subparagraph 15(i) in effect on the date of death of the Annuitant, paragraphs 12 and 14 of this Addendum apply as if the Annuitant died without a spouse.

#### **Spousal Relationship Breakdown**

17. The LIRA is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.

#### **Maintenance Orders**

18. The balance of the assets in the LIRA are subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan), as amended.
19. Where an amount has been attached pursuant to paragraph 18 of this Addendum, the Trustee shall deduct from the assets in the LIRA:
  - (i) an amount, not to exceed \$250, that reasonably represents the cost to the Trustee of complying with the attachment;
  - (ii) the total amount of taxes, if any, that are required to be deducted or withheld as a result of the attachment; and
  - (iii) the lesser of:
    - (A) the amount attached; and
    - (B) the balance of the assets in the LIRA.
20. Where an amount has been attached pursuant to paragraph 15 of this Addendum:
  - (i) the Annuitant has no further claim or entitlement to any pension respecting the amount attached; and
  - (ii) the Trustee is not liable to any person by reason of having made payment pursuant to an attachment mentioned in paragraph 15 of this Addendum.

#### **Differentiation Because of Sex**

21. For Benefits, including interest, gains and losses thereon, transferred to the LIRA prior to January 1, 1993, a life annuity contract purchased with such monies can vary according to the sex of the Annuitant.  
For Benefits, including interest, gains and losses thereon, transferred to the LIRA after January 1, 1993, a life annuity contract purchased with such monies cannot vary according to the sex of the Annuitant.

#### **Shortened Life Expectancy**

22. Subject to paragraph 11 of this Addendum, a lump sum or series of payments for the purposes of subsection 39(2) of the Act may be made to the Annuitant, where a physician certifies that due to mental or physical disability the life expectancy of the Annuitant is shortened considerably.

#### **Small Benefits**

23. Notwithstanding anything hereinbefore to the contrary, but subject to paragraph 24, the Annuitant may withdraw as a lump sum the assets in the LIRA where the balance of the assets in the LIRA does not exceed 20% of the Year's Maximum Pensionable Earnings (as that term is defined in the Act) in effect in the year in which such withdrawal occurs.
24. The Trustee shall not permit a withdrawal pursuant to paragraph 23 of this Addendum unless the Trustee is satisfied that the Annuitant has no other locked-in assets.

#### **Non-residency**

25. The Annuitant may withdraw as a lump sum the assets in the LIRA if, according to the information provided in a form and content satisfactory to the Trustee, the following conditions are met:
  - (a) the Annuitant is a non-resident of Canada as determined for the purpose of the Tax Act;
  - (b) the Annuitant has not resided in Canada for at least two consecutive years;
  - (c) the Annuitant provides the Trustee with written evidence that the Canada Revenue Agency has determined that the Annuitant is a non-resident of Canada for the purposes of the Tax Act;
  - (d) the Annuitant completes and files with the Trustee a certificate of non-residency in Form 4 to the Regulations; and
  - (e) if the Annuitant has a spouse, the Annuitant obtains the spouse's consent to the withdrawal and waiver of entitlement in Form 5 to the Regulations, and files a copy of the completed form with the Trustee.

#### **No Withdrawal**

26. Unless permitted by this Addendum, no withdrawal, commutation or surrender of money or assets from the LIRA is permitted except where an amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the Tax Act.
27. Except as otherwise provided by this Addendum the assets in the LIRA:
  - (i) may not be assigned, charged, alienated or anticipated; and
  - (ii) are exempt from execution, seizure or attachment.  
and any transaction that purports to assign, charge, alienate or anticipate the assets in the LIRA is void.

#### **Amendment**

28. The Trustee may, from time to time, unilaterally and without other notice, amend this Addendum in order to bring it into compliance with the Act, the Regulations and the Tax Act.  
The Trustee may, from time to time, at its discretion, make other amendments to this Addendum by giving sixty (60) days written notice to the Annuitant; provided, however that any such amendments shall not have the effect of disqualifying the LIRA as a registered retirement savings plan within the meaning of the Tax Act. When the Annuitant has received from the Trustee a sixty (60) day written notice indicating the purpose of the amendment and the date to which the Annuitant's right of transfer may be exercised, the Annuitant may elect to transfer the balance of the LIRA at any time before the effective date of the amendment.  
Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Tax Act.

#### **Declaration of Trust Affirmed**

29. The Trustee hereby affirms that the provisions contained in the Plan Documents take effect as of the date first above written.

#### **Interpretation**

30. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
31. All references herein to any statute, regulations or any provision thereof shall mean such statute, regulations or any provision thereof as the same may be re-enacted or replaced from time to time.
32. This Addendum shall be construed and enforced according to the laws of the Province of Saskatchewan and the laws of Canada as applicable.

## PREScribed RETIREMENT INCOME FUND SASKATCHEWAN 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. The Annuitant desires to establish, and by virtue of this Addendum has established, the Fund as a registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations, as defined below (the Fund in such compliant form being herein referred to as the "Saskatchewan RRIF "). 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.

#### Definitions

1. For the purposes of this Addendum, "**Tax Act**" means the *Income Tax Act* (Canada) as amended, "**Act**" means *The Pension Benefits Act, 1992* (Saskatchewan) as amended and "**Regulations**" means *The Pension Benefits Regulations, 1993*, as amended by *The Pension Benefits Amendment Regulations, 2002* and *The Pension Benefits Amendment Regulations, 2006*, as such Regulations may further be amended, under the Act.
2. For the purposes of this Addendum, "**pension**" and "**spouse**" have the same meanings as are respectively given to these words in subsection 2(1) of the Act; and "**variable benefit**" has the meaning given to this term in subsection 29.2(1) of the Regulations.
3. Notwithstanding anything to the contrary contained in the Declaration of Trust constituting the RIF and in this Addendum, (collectively the "**Plan Documents**"), including any endorsements forming a part thereof, "**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 Tax Act respecting registered retirement income funds.

#### Transfers to Saskatchewan RRIF

4. The Annuitant acknowledges and represents that, subject to paragraph 13 of this Addendum, all of the assets in the Saskatchewan RRIF are or will be transferred from:
  - (a) a locked-in retirement account contract as defined in section 29 of the Regulations;
  - (b) a life income fund contract that was entered into before the repeal of section 30 of the Regulations;
  - (c) a locked-in retirement income fund contract that was entered into before the repeal of section 31 of the Regulations;
  - (d) another registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations;
  - (e) a registered pension plan, as a transfer pursuant to section 32 of the Act;
  - (f) a policy as defined by section 42 of *The Pension Benefits Regulations, Sask. c.P-6, Reg. 1*; or
  - (g) the Saskatchewan Pension Plan established by the *Saskatchewan Pension Plan Act*;
  - (h) a pooled registered pension plan;
  - (i) a pooled retirement savings account contract; or
  - (j) a pooled retirement income account contract.

No funds will be transferred to the RIF except in accordance with section 29.1 of the Regulations (as provided in this paragraph 4) and no assets will be held in the RIF except RIF Assets subject to this Addendum.

5. No assets may be transferred to the Saskatchewan RRIF unless:
  - (a) either:
    - the Annuitant is at least 55 years of age; or
    - where the Annuitant provides satisfactory evidence that the pension plan from which such assets originated provides for retirement at an earlier age, the Annuitant has attained that earlier age;and
  - (b) a consent to transfer, in Form 1 of the Appendix to the Regulations ("Spouse's Consent to Transfer To A Registered Retirement Income Fund Contract"), has been signed by the Annuitant's spouse and filed with the applicable of the following:
    - (i) the issuer, in the case of a contract mentioned in subparagraph 4(a) of this Addendum;
    - (ii) the carrier, in the case of a contract mentioned in subparagraphs 4(b) or (c) of this Addendum;
    - (iii) the administrator, in the case of a pension plan mentioned in subparagraph 4(e) of this Addendum;
    - (iv) the issuer, in the case of a policy mentioned in subsection 4(f) of this Addendum; or
    - (v) the Saskatchewan Pension Plan Board of Trustees, in the case of the Saskatchewan Pension Plan
    - (vi) the administrator of the pooled registered pension plan, in the case of a pooled registered pension plan mentioned in paragraph 4(h) of this Addendum;
    - (vii) the issuer, in the case of a pooled retirement savings account contract mentioned in paragraph 4(j) of this Addendum.

#### Transfers from Saskatchewan RRIF

6. The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the assets in the Saskatchewan RRIF:
  - (i) to another registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations, provided that the minimum amount as defined under subsection 146.3 (1) of the Tax Act is retained before transferring the balance of the Saskatchewan RRIF in order to comply with paragraph 146.3(2) (e.1) or (e.2) of the Tax Act;
  - (ii) to a locked-in retirement account contract as defined in section 29 of the Regulations;
  - (iii) to purchase a life annuity contract that meets the requirements of section 34 of the Act and the requirements stipulated in the Tax Act; or
  - (iv) to a registered pension plan that provides for the payment of variable benefits in accordance with section 29.2 of the Regulations and that permits such a transfer
  - (v) to a pooled retirement savings account contract on the conditions set out in subsection 16(9) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*; or
  - (vi) to a pooled retirement income account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*.

#### No Assignment

7. Except as otherwise provided by this Addendum, in accordance with section 63 of the Act:

- (i) the assets in the Saskatchewan RRIF may not be assigned, charged, alienated or anticipated and are exempt from execution, seizure or attachment; and
- (ii) any transaction that purports to assign, charge, alienate or anticipate the assets in the Saskatchewan RRIF is void

#### **Spousal Relationship Breakdown**

8. The Saskatchewan RRIF is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.

#### **Maintenance Orders**

9. In accordance with section 50 of the Act, the assets in the Saskatchewan RRIF are subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan).
10. Where an amount has been attached pursuant to paragraph 9 of this Addendum, the Trustee shall deduct from the assets in the Saskatchewan RRIF an amount, not to exceed \$250, which reasonably represents the cost to the Trustee of complying with the attachment.

#### **Pay Out Contrary to Law**

11. Where any assets in the Saskatchewan RRIF are paid out contrary to the Act or section 29.1 of the Regulations, the Trustee will provide or ensure the provision of an amount equal to the amount that would have been provided pursuant to the Saskatchewan RRIF if such assets had not been paid out.

#### **Death of Annuitant**

12. On the death of the Annuitant, if the Annuitant was a member of the pension plan from which the assets in the Saskatchewan RRIF originated, either directly or indirectly, the balance of the assets in the Saskatchewan RRIF, to the extent permitted by the Tax Act, shall be paid:
- (i) where the Annuitant had a spouse at the date of death who survives the Annuitant for 30 days or more, to the surviving spouse unless a spouse's waiver, in Form 2 of the Appendix to the Regulations ("Spouse's Waiver of Designated Beneficiary Status") has been signed by spouse and filed with the Trustee; or
  - (ii) where there is no surviving spouse, where the spouse does not survive the Annuitant for 30 days or more or where the spouse has signed and filed the aforementioned consent, to a designated beneficiary, or if there is no designated beneficiary, to the personal representative of the Annuitant's estate in his or her representative capacity.

#### **Contributions of Non-locked-in Assets**

13. Notwithstanding any other term of this Addendum, after the Saskatchewan RRIF has been issued, the Trustee may accept transfers of assets into the Saskatchewan RRIF from a retirement income fund or retirement savings plan that, in either case, is registered pursuant to the Tax Act.

#### **Amendment**

14. The Trustee may, from time to time, unilaterally and without other notice, amend this Addendum in order to bring it into compliance with the Act, the Regulations and the Tax Act.
- The Trustee may, from time to time, at its discretion, make other amendments to this Addendum by giving sixty (60) days written notice to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Saskatchewan RRIF as a registered retirement income fund within the meaning of the Tax Act. When the Annuitant has received from the Trustee a sixty (60) day written notice indicating the purpose of the amendment and the date to which the Annuitant's right of transfer may be exercised, the Annuitant may elect to transfer the balance of the Saskatchewan RRIF at any time before the effective date of the amendment.
- Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Tax Act.

#### **Declaration of Trust Affirmed**

15. The Trustee hereby affirms that the provisions contained in the Plan Documents take effect as of the date first above written.

#### **Interpretation**

16. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
17. All references herein to any statute, regulation or any provision thereof shall mean such statute, regulation or any provision thereof as the same may be re-enacted or replaced from time to time.
18. This Addendum shall be construed and enforced according to the laws of the Province of Saskatchewan and the laws of Canada as applicable.

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