

SUPPLEMENTARY AGREEMENT TO THE DECLARATION OF TRUST, ESTABLISHING A LIFE INCOME FUND UNDER THE NATIONAL BANK FINANCIAL INC. RETIREMENT INCOME FUND

BETWEEN: _____ **THIS ADDENDUM** dated the _____ day of _____, 20____.
(HEREIN REFERRED TO AS THE "ANNUITANT")

AND: **NATCAN TRUST COMPANY**, a trust company incorporated under the laws of Canada and having an address at 600 de la Gauchetiere Street West, 28th Floor, Montreal, Quebec H3B 4L2 (herein referred to as the "**Trustee**")

WHEREAS the Annuitant has established a *National Bank Financial Inc.* Self-Directed Retirement Income Fund specimen plan number **RIF-131** under Annuitant account number _____ (the "**RIF**") with the Trustee under the relevant provisions of the Tax Act as defined below;

AND WHEREAS the Annuitant has established by virtue of this Addendum a life income fund (the "**LIF**") in order to receive certain benefits (the "**Benefits**"), which are subject to the locking-in provisions of the Act and the Regulations as defined below;

AND WHEREAS the Trustee is willing to accept transfer of the Benefits into the LIF;

NOW THEREFORE this Addendum witnesseth, and the parties hereto agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

Definitions

1. For the purposes of this Addendum, "**Tax Act**" means the *Income Tax Act* (Canada) and the Regulations thereunder, "**Act**" means the *Pension Benefits Act*, 1997 (Newfoundland), "**Regulations**" means the Regulations under the *Pension Benefits Act*, 1997 (Newfoundland) and "**Directive**" means a Directive issued under the *Pension Benefits Act*, 1997 (Newfoundland), all as amended from time to time.
2. For the purposes of this Addendum, the words "**locked-in retirement account**", "**life income fund**" and "**locked-in retirement income fund**" shall have the same meanings as are given to these words in Directive No. 4, Directive No. 5 and Directive No. 17, respectively, and the words "**commuted value**", "**former member**", "**life annuity**", "**pension benefit**", "**pension plan**", "**principal beneficiary**", and "**Superintendent**" shall have the same meanings as are respectively given to these words in section 2 of the Act.
3. For the purposes of this Addendum, "**life annuity contract**" means an arrangement made to purchase through a person authorized under the laws of Canada or a province thereof to sell annuities as defined in the Tax Act, a non-commutable pension, in accordance with Directive No. 6, that will not commence before the Annuitant attains the age of fifty-five (55) years, or, if the Annuitant provides evidence to the satisfaction of the Trustee that the plan or any of the plans from which the money was transferred provided for payment of the pension at an earlier age, that earlier age.
4. Notwithstanding anything to the contrary contained in the RIF Declaration of Trust and this Addendum, including any endorsements forming a part thereof, "**principal beneficiary**" 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.

Contributions

5. The Annuitant acknowledges that all of the Benefits to be transferred to the LIF and all investment earnings thereon 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 LIF is being transferred from a former employer's registered pension plan, from a locked-in retirement account, a locked-in retirement income fund or another life income fund. Only assets that are locked-in pursuant to the Act will be transferred to or held under the LIF.
6. The assets in the LIF shall include all property deposited into the LIF and all investment earnings thereon (the "**LIF Assets**").

Investments

7. The LIF Assets shall be invested in a manner that complies with the rules of investment contained in the Tax Act and the RIF Declaration of Trust.

Valuation

8. The method and factors used to establish the value of the LIF Assets upon the Annuitant's death, upon the establishment of a life annuity or upon a transfer of assets from the LIF are as set out hereinafter. The LIF Assets shall be valued at their fair market value immediately prior to the date (the "**Valuation Date**") on which such assets are used to purchase a life annuity contract or otherwise transferred or paid out of the LIF. In order to determine the fair market value regard may be had to any comparable arm's length transactions that occur on the Valuation Date or within a reasonable time prior to the Valuation Date. Where possible such arm's length transactions should involve a cash sale of assets of the same class or kind as those held by the LIF. If a comparison of this nature is not possible, then regard may be had to arm's length transactions that involve assets of a similar class or kind, with such modifications as the circumstances may require. If arm's length transactions involving assets of a similar class or kind are not available, then regard may be had to such other considerations as may reasonably be considered to be relevant, including, without limitation, the book value of the asset or the replacement cost of the asset.

Fiscal Year End

9. The fiscal year of the LIF ends on the 31st day of December of each year and will not exceed twelve (12) months (the "**Fiscal Year**").

Commencement of Payments

10. The Annuitant will be paid an income, the amount of which may vary annually, which will not begin before the earlier of fifty-five (55) or the earliest date on which the Annuitant could receive a pension benefit under the Act or under the originating pension plan from which assets were transferred, and not later than the last day of the second Fiscal Year of the LIF.

Establishment of Payment Amounts

11. The Annuitant is to decide the amount of income to be paid out of the LIF during each Fiscal Year of the LIF at the beginning of that Fiscal Year, or at such other time as may be agreed upon by the Trustee and the Annuitant, and such decision will expire at the end of the Fiscal Year to which it relates. If the Annuitant does not decide the amount to be paid out of the LIF, the minimum amount discussed below will be paid.

12. The amount of income paid out of the LIF during a Fiscal Year will not be less than the minimum amount prescribed for registered retirement income funds under the Tax Act (the "**Minimum Amount**"), and will not exceed the maximum amount (the "**Maximum Amount**"), subject to paragraphs 13, 14, 15, 16, and 17 of this Addendum, where the Maximum Amount = C/F, and where
C = the balance in the LIF on the first day of the Fiscal Year; and
F = the value on the first day of the Fiscal Year, of a pension of which the annuity payment is \$1 payable at the beginning of each Fiscal Year between that date and December 31st of the year in which the Annuitant attains ninety (90) years of age.

The value "F" above will be established as of the first day of each Fiscal Year and will be calculated by using:

- (a) an interest rate of not more than 6% per year; or
- (b) for the first fifteen (15) years after the date of the valuation, the value of the pension may be determined by using a percentage that is greater than 6%, and less than or equal to the percentage obtained on long-term bonds issued by the Government of Canada for the month of November preceding the date of the valuation, as compiled by Statistics Canada and published in the Bank of Canada Review under identification number B- 14013 in the CANSIM System.

Where the Maximum Amount is less than the Minimum Amount, the Minimum Amount will be paid.

Additional Temporary Income Payments

13. Subject to paragraph 14 of this Addendum, the Annuitant shall be entitled to receive additional temporary income from the LIF provided that:
 - (a) the Annuitant submits to the Trustee an application for additional temporary income on a form approved by the Superintendent, accompanied by the written consent of the principal beneficiary of an Annuitant where the Annuitant is a former member of a pension plan (the "**ATI Application**");
 - (b) the total pension income received by the Annuitant for the calendar year in which the ATI Application is made from all pension plans, life annuities, life income funds and locked-in retirement income funds governed by the Newfoundland pension benefits legislation or established or governed by an Act of Canada or a Province, except income from a pension under the *Canada Pension Plan* (the "**CPP**"), is less than 40% of the year's maximum pensionable earnings (the "**YMPE**") under the CPP for the calendar year in which the ATI Application is made; and
 - (c) the Annuitant has not attained the age of sixty-five (65) years at the beginning of the Fiscal Year in which the Annuitant makes the ATI Application.
14. The amount of the temporary income paid out of the LIF in a Fiscal Year shall not exceed the maximum temporary income amount (the "**Maximum Temporary Income Amount**"), which is calculated as follows:
Maximum Temporary Income Amount = A-B
where
A = 40% of the YMPE under the CPP for the calendar year in which the ATI Application is made; and
B = the total pension income to be received by the Annuitant for the calendar year in which the ATI Application is made from all pension plans, life annuities, life income funds and locked-in retirement income funds governed by the Newfoundland pension benefits legislation or established or governed by an Act of Canada or a Province, except income from a pension under the CPP.

Payments During Initial Fiscal Year

15. For the initial Fiscal Year of the LIF, the Maximum Amount and the Maximum Temporary Income Amount will be adjusted in proportion to the number of months in the Fiscal Year divided by 12, with any part of an incomplete month counting as one month.
16. If LIF Assets are derived from assets transferred directly or indirectly during the first Fiscal Year of the LIF from another life income fund or locked-in retirement income fund of the Annuitant, the Maximum Amount and the Maximum Temporary Income Amount shall be deemed to be zero.

Adjustments to Payments Due to Transfers-in

17. If in any Fiscal Year of the LIF, an additional transfer is made to the LIF and that additional transfer has never been under a life income fund or locked-in retirement income fund before, an additional withdrawal will be allowed in that Fiscal Year. The additional amount of withdrawal will not exceed the maximum amount that would be calculated under this Addendum if the additional transfer were being transferred into a separate life income fund and not this LIF.

Shortened Life Expectancy

18. Notwithstanding any other provision contained in this Addendum, a lump sum payment or a series of payments may be made to the Annuitant if a medical practitioner certifies that due to mental or physical disability the life expectancy of the Annuitant is likely to be shortened considerably, but where the Annuitant

is a former member of a pension plan such payment may only be made if the principal beneficiary of the Annuitant has waived the joint and survivor pension entitlement in a form and manner provided by the Superintendent.

Withdrawal of Small Balances

- 19. Notwithstanding any other provision contained in this Addendum, a lump sum payment equal to the value of the entire LIF may be made to the Annuitant on application by the Annuitant to the Trustee for payment if, at the time the Annuitant signs the application, the following conditions are met:
(a) the Annuitant has reached the earlier of age fifty-five (55) or the earliest date on which the Annuitant would have been entitled to receive a pension benefit under the plan from which assets were transferred, and
(b) the value of the Annuitant's assets in all locked-in retirement accounts, life income funds and locked-in retirement income funds owned by the Annuitant and governed by the Newfoundland pension benefits legislation is less than 40 per cent of the YMPE under the CPP for that calendar year.
20. An application for payment under Paragraph 19 shall be:
(a) on a form approved by the Superintendent, and
(b) where the Annuitant is a former member of a pension plan, accompanied by a waiver of joint and survivor pension entitlement by the principal beneficiary of the Annuitant, in the form and manner required by the Superintendent.

Transfers

- 21. The Annuitant may, provided that the Trustee shall retain such amount as prescribed in paragraph 146.3(2)(e.1) or (e.2) of the Tax Act, transfer all or part of the LIF Assets:
(a) to another life income fund;
(b) to a locked-in retirement income fund;
(c) for the purchase of an immediate life annuity contract that meets the requirements of the Superintendent and paragraph 60(l) of the Tax Act; or
(d) before December 31st in the year in which the Annuitant reaches sixty-nine (69) years of age, to a locked-in retirement account.
22. The Trustee agrees that the LIF Assets to be transferred will be transferred within thirty (30) days after the Annuitant provides a written request for the transfer, unless the term of investment for such assets extends beyond the thirty (30) day period, and the Trustee will provide the Annuitant with the information set out in paragraph 29 of this Addendum, determined as of the date of the transfer.
23. Where the LIF holds identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.

Withdrawals

- 24. No commutation or surrender of LIF Assets is permitted, and withdrawals are limited to those permitted under the Act, the Regulations, the Directives, and the Tax Act.

Purchase of a Life Annuity Contract

- 25. The Annuitant shall use the assets remaining in the LIF on the 31st day of December in the year in which the Annuitant attains the age of eighty (80) years to purchase an immediate life annuity that meets the requirements of the Superintendent and paragraph 60(l) of the Tax Act. If the Annuitant has not purchased the life annuity on or before the 31st day of March in the year after the year in which the Annuitant attains the age of eighty (80) years, the Trustee will issue or arrange for the issuance of a life annuity contract.
26. Where a pension benefit transferred to the LIF was not varied according to the sex of the Annuitant, the life annuity purchased with the balance of the LIF shall not differentiate as to sex.

Death of Annuitant

- 27. On the death of the Annuitant who was a former member of a pension plan and who has a principal beneficiary, the surviving principal beneficiary is entitled to a lump sum payment of the full value of the LIF (the "Payment"). If the

Annuitant is not survived by a principal beneficiary or the surviving principal beneficiary waives his or her entitlement in the form and manner required by the Superintendent, the designated beneficiary shall be entitled to receive the Payment. If there is no designated beneficiary, the estate of the Annuitant shall be entitled to receive the Payment.

- 28. Where the Annuitant is not a former member of a pension plan, the full value of the LIF shall be paid to the designated beneficiary or, where there is no beneficiary, to the Annuitant's estate.

Statements

- 29. At the beginning of each Fiscal Year, the following information will be provided to the Annuitant:
(a) the sums deposited to the LIF, the accumulated earnings of the LIF, the payments made out of the LIF and the fees charged against the LIF during the previous Fiscal Year;
(b) the balance in the LIF;
(c) the minimum amount that must be paid out of the LIF during the current Fiscal Year; and
(d) the maximum amount that may be paid out of the LIF during the current Fiscal Year.
If the Annuitant dies before the LIF is used to purchase a life annuity, the Trustee shall provide the person entitled to receive the balance of the LIF with the information set out above, determined as of the date of death of the Annuitant.

No Assignment

- 30. The Annuitant hereby agrees that none of the LIF Assets may be assigned, charged, anticipated or given as security.

Amendment

- 31. Subject to paragraph 32 hereof, the Trustee may, from time to time, amend this Addendum at its discretion, or in order to bring it into compliance with the Act, the Regulations, a Directive, and the Tax Act, by giving ninety (90) days written notice of the proposed amendment by registered mail addressed to the Annuitant at the address set out in the Trustee's records, provided that any such amendments shall not have the effect of disqualifying the LIF as a registered retirement income fund within the meaning of the Tax Act.
32. In the event that a proposed amendment to this Addendum would result in a reduction in the Annuitant's benefits hereunder, such amendment will only be made if the Trustee is required by law to make the amendment, and the Annuitant will be entitled to transfer all or part of the LIF Assets during the ninety (90) day notice period, subject to the provisions of 146.3(2)(e.1) or (e.2) of the Tax Act.
33. Any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Act and the Tax Act.

RIF Declaration of Trust Affirmed

- 34. The Trustee hereby affirms that the provisions contained in the RIF Declaration of Trust and this Addendum take effect as of the date first above written.

Interpretation

- 35. The conditions of this Addendum will take precedence over the provisions in the RIF Declaration of Trust in the case of conflicting or inconsistent provisions.
36. All references to any statute, regulation, directive or any provision thereof shall mean such statute, regulation, directive or any provision thereof as the same may be re-enacted or replaced from time to time.
37. This Addendum shall be governed in accordance with the laws of the Province of Newfoundland and the federal laws of Canada applicable therein.

Counterparts

- 38. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto have read and executed this Addendum as of the date first written on page 1 of the present Addendum and shall bind the Trustee, its agents and the Annuitant and their respective successors and assigns effective from the date of transfer of assets into the LIF.

TO BE COMPLETED BY THE ANNUITANT:

ANNUITANT'S CURRENT MARITAL STATUS: (This data is necessary in order to complete prescribed government forms.)

- Single Married Common law Divorced Separated Widowed

FIRST AND LAST NAME OF ANNUITANT (In block letters)

X

SIGNATURE OF ANNUITANT

If the Annuitant has a principal beneficiary¹, the consent of the principal beneficiary, set out below, to the purchase of this LIF is required in accordance with Directive Number 5 issued by the Government of Newfoundland and Labrador under the Pension Benefits Act, 1997 (Newfoundland), except where the LIF is purchased by an Annuitant who is a principal beneficiary or former principal beneficiary of a member or former member of a pension plan and who is entitled to a pension benefit as a result of the death of the member or former member, or as a result of marriage breakdown.

TO BE COMPLETED BY THE ANNUITANT'S PRINCIPAL BENEFICIARY:

LAST NAME OF PRINCIPAL BENEFICIARY

FIRST NAME OF PRINCIPAL BENEFICIARY

DATE OF BIRTH OF PRINCIPAL BENEFICIARY (YYYY MM DD)

I hereby consent to the establishment of the Life Income Fund by the Annuitant and the transfer of capital to the Life Income Fund in accordance with the Terms and Conditions of the Declaration of Trust and this Addendum.

I hereby certify that my date of birth indicated above is correct.

DATE
X

SIGNATURE OF PRINCIPAL BENEFICIARY

NATIONAL BANK FINANCIAL INC. AS AGENT FOR
NATCAN TRUST COMPANY

PER: _____

¹ "Principal Beneficiary" means the spouse of a member or former member, or where the member or former member has a cohabiting partner, the member or former member's cohabiting partner as defined in the Pension Benefits Act, 1997 (Newfoundland).