

SUPPLEMENTARY AGREEMENT TO THE DECLARATION OF TRUST, ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER THE NATIONAL BANK FINANCIAL INC. REGISTERED SAVINGS PLAN

RECITALS:

- A.** The Annuitant is entitled under the Act and the Regulation to transfer the commuted value of pension entitlements he or she has accumulated under a pension plan governed by the provisions of the Act and the Regulation and registered under the *Income Tax Act* (Canada) (the “**Transfer**”);
- B.** The Annuitant has established a National Bank Financial Inc. Self-Directed Retirement Savings Plan specimen Plan number 525-025 and Annuitant’s Account number _____ (the “**Retirement Savings Plan**”) and wishes same to receive the Transfer;
- C.** The Transfer cannot be made unless the conditions herein relating to locking-in are satisfied;
- D.** The parties now wish to supplement the Retirement Savings Plan in order to comply with the requisite locking-in conditions.

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

1. DEFINITIONS

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

- 1.1 “Act”** means *The Pension Benefits Act 1992 (Saskatchewan)*, as same may be amended from time to time;
- 1.2 “financial institution”** means the underwriter, depositary or issuer of a Prescribed RIF or LIRA;
- 1.3 “Account”** refers to the National Bank Financial Inc. Retirement Savings Plan established by the Declaration executed between the Annuitant, National Bank Financial Inc. and the Trustee, as supplemented and modified by this Agreement establishing a LIRA that will hold the locked-in money that is the subject of the Transfer;
- 1.4 “Life annuity contract”** means a contract with an insurance business under which the insurance business guarantees the payment of a pension that is not commutable to the owner of a contract who attains at least:
- (i) the age of 55 years; or
 - (ii) where that owner provides evidence to the satisfaction of the issuer of the contract that the plan or any of the plans from which the money was transferred provides for payment of the pension at an earlier age, that earlier age; and that, subject to subsection 29(6) of the Regulation, does not take into account the sex of the person and the co-annuitant, if any, in determining the amount of the pension;
- 1.5 “Locked-in retirement account”** or “**LIRA**” means a registered RSP contract issued to hold locked-in money that is subject to a transfer and that meets the conditions set out in section 29 of the Regulation;
- 1.6 “Prescribed RIF”** means a registered RIF contract issued to hold locked-in money that is subject to a transfer and that meets the conditions set out in section 29.1 of the Regulation;
- 1.7 “Regulation”** means *The Pension Benefits Regulation, 1993 (Saskatchewan)* 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 RSP;
- 1.11 “Transfer”** means the transfer referred to in paragraph A of the Recitals hereto;
- 1.12 “Trustee”** means Natcan Trust Company.

2. Locking-in provisions: Subject to section 3 herein, all money that is the subject of the Transfer, including all investment earnings, interest or gain thereon but excluding all fees, charges, expenses and taxes charged to this Account, 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.

3. Permitted transfers and withdrawals: No transfer of all or any part of the money or assets held under this Account is permitted unless such transfer is made to one of the following:

- 3.1** to another LIRA as defined in section 29 of the Regulation;
- 3.2** to purchase a Life annuity contract;
- 3.3** to purchase a RIF as defined in section 29.1 of the Regulation; or
- 3.4** to a plan on the conditions referred to in Section 32(2) (a) of the Act.

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 Account to the extent of the transfer. Notwithstanding the above, the Trustee shall never be obliged to refund in advance the investments held under the Account 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 Account is permitted, except in compliance with the *Income Tax Act* (Canada), the Act and the Regulation:

- (i) 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 Account either by way of a lump sum or a series of payments, as the Annuitant will specify in writing;
- (ii) the Annuitant may withdraw as a lump sum the assets in the Account if that balance of the assets in the LIRA do not exceed an amount mentioned in subsection 29(8.1) of the Regulation. The Trustee shall not permit a withdrawal pursuant to this paragraph unless the Trustee is satisfied that the Annuitant has no other locked-in assets.
- (iii) the Annuitant may withdraw as a lump sum the assets in the Account if the Annuitant:
 - (i) is a non-resident of Canada as determined for the purposes of the *Income Tax Act* (Canada);
 - (ii) has not resided in Canada for at least two consecutive years;
 - (iii) provides the issuer with written evidence that the Canada Revenue Agency has determined that the Annuitant is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
 - (iv) completes and files with the issuer a certificate of non residency in Form 4; andand if the Annuitant has a Spouse, the Annuitant obtains the Spouse’s consent to withdrawal and waiver of entitlements in Form 5 and files a copy of the completed form with the Trustee.

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

5. Conditions for transfer: Before transferring out the locked-in money pursuant to section 3 herein, the Trustee shall advise the transferee financial institution in writing of the locked-in status of the money shall make acceptance of the transfer subject to the conditions provided for in subsection 29(4)(f) of the Regulation.

If the Trustee does not comply with the above condition, and the transferee financial institution fails to pay the money transferred in the form of a pension or in the manner required by the Regulation, the Trustee shall provide or ensure the provision 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.

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

7. Exemption from seizure: The money and assets held under this Account 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 Account is void.

8. Requirement form of pension: The pension to be provided to the Annuitant who i) was a member of the plan from which the assets in the Account were transferred and ii) has a Spouse at the date when the pension commences; must comply 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.

The pension to be provided to the Annuitant must be established in a manner that does not differentiate on the basis of the Annuitant’s sex, unless the Annuitant can provide to the Trustee satisfactory evidence that such differentiation would be allowed in the circumstances

9. Compulsory transfer: The moneys and assets held under this Account 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 maximum age prescribed under the *Income Tax Act* (Canada), 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 maximum age prescribed under the *Income Tax Act* (Canada), the Trustee shall, at its 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 Account to a RIF for the Annuitant, as defined in section 29.1 of the Regulation.

10. Death of the Annuitant: On the death of the Annuitant who was a member of the plan from which the money was transferred:

- (A) the surviving Spouse is entitled to the locked-in money in the Account. In that case, the surviving Spouse may, within 180 days following the day on which proof of death of the Annuitant is provided to the Trustee, elect:
 - (i) to transfer the locked-in money in the Account in accordance with subsection 32(2) of the Act; or
 - (ii) to receive a lump sum payment equal to the locked-in money in the Account.
- (B) if there is no surviving Spouse, the designated beneficiary of the Annuitant is entitled to the locked-in money in the Account, as a lumps sum payment;
- (C) if there is no surviving Spouse or designated beneficiary of the Annuitant, the estate of the Annuitant is entitled to the locked-in money in the Account, as a lumps sum payment; and

The locked-in money in the Account will be transferred to the surviving spouse, the designated beneficiary or the estate of the owner in accordance with this Agreement and with subsections (4.1) to (4.5) of the Regulation. Such transfer shall be effected after receipt by the Trustee of satisfactory evidence of the Annuitant’s death and of entitlement to the assets in the Account.

11. Spousal relationship Breakdown: Notwithstanding any contrary provision of this Agreement, the Account is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part IV of the Act.

12. Enforcement of Maintenance Orders: Notwithstanding any contrary provision of this Agreement, the Account is subject to attachment for purpose of enforcing a maintenance order as defined in the Enforcement of Maintenance Orders Act.

Where an amount has been attached, the Trustee shall deduct from the locked-in money in the contract:

- (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 remainder of the locked-in money in the contract.

The Annuitant has then no further claim or entitlement to any pension respecting the amount attached and the Trustee is not liable to any person by reason of having made payment pursuant to an attachment.

13. Representation 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. 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 income fund on the one hand and this Agreement on the other, the provisions of this Agreement shall prevail.

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

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

IN WITNESS WHEREOF the parties have executed this Addendum as of the date first written above and this Addendum 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 LIRA.

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

- Single Married Common law Divorced Separated Widowed

**NATIONAL BANK FINANCIAL INC. AS AGENT FOR
NATCAN TRUST COMPANY**

PER: _____

FIRST AND LAST NAME OF ANNUITANT (in block letters) _____

X
SIGNATURE OF ANNUITANT _____

DATE (YYYY MM DD) _____