

SUPPLEMENTARY AGREEMENT TO THE DECLARATION OF TRUST, ESTABLISHING A PRESCRIBED RETIREMENT 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 office 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 desires to establish, and by virtue of this Addendum has established, the RIF as a registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations, as defined below (the RIF in such compliant form being herein referred to as the "Saskatchewan RRIF");

AND WHEREAS the Trustee is willing to accept the transfer of certain assets into the Saskatchewan RRIF, provided such transfer is in accordance with the Act and the Regulations, as such terms are defined below;

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

- 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 as such Regulations may further be amended, under the Act.
- 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.
- 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

- The Annuitant acknowledges and represents that all of the assets in the Saskatchewan RRIF are or will be transferred from:
 - a locked-in retirement account contract as defined in section 29 of the Regulations;
 - a life income fund contract that was entered into before the repeal of section 30 of the Regulations;
 - a locked-in retirement income fund contract that was entered into before the repeal of section 31 of the Regulations;
 - another registered retirement income fund contract that complies with subsection 29.1(4) of the Regulations;
 - a registered pension plan, as a transfer pursuant to section 32 of the Act;
 - a policy as defined by section 42 of The Pension Benefits Regulations, Sask. c.P-6, Reg. 1; or
 - the Saskatchewan Pension Plan established by the *Saskatchewan Pension Plan Act*.
- No assets may be transferred to the Saskatchewan RRIF unless:
 - either:
 - the Annuitant is at least 55 years of age; or
 - 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
 - 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:
 - the issuer, in the case of a contract mentioned in subparagraph 4(a) of this Addendum;
 - the carrier, in the case of a contract mentioned in subparagraphs 4(b) or (c) of this Addendum;
 - the administrator, in the case of a pension plan mentioned in subparagraph 4(e) of this Addendum;
 - the issuer, in the case of a policy mentioned in subsection 4(f) of this Addendum; or
 - the Saskatchewan Pension Plan Board of Trustees, in the case of the Saskatchewan Pension Plan.

Transfers from Saskatchewan RRIF

- The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the assets in the Saskatchewan RRIF:
 - 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;
 - to a locked-in retirement account contract as defined in section 29 of the Regulations; or
 - to purchase a life annuity contract that meets the requirements of section 34 of the Act and the requirements stipulated in the Tax Act.

No Assignment

- Except as otherwise provided by this Addendum, in accordance with section 63 of the Act:
 - the assets in the Saskatchewan RRIF may not be assigned, charged, alienated or anticipated and are exempt from execution, seizure or attachment; and
 - any transaction that purports to assign, charge, alienate or anticipate the assets in the Saskatchewan RRIF is void.

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 Saskatchewan RRIF.

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

Spousal Relationship Breakdown

- 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

- 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).
- 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, that reasonably represents the cost to the Trustee of complying with the attachment.

Pay Out Contrary to Law

- 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

- 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:
 - 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
 - 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.

Amendment

- 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 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

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

Interpretation

- The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
- 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.
- This Addendum shall be construed and enforced according to the laws of the Province of Saskatchewan and the laws of Canada as applicable.

Counterparts

- 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.

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

PER: _____