

SUPPLEMENTARY AGREEMENT ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER NATCAN TRUST COMPANY RETIREMENT SAVINGS PLAN
RECITALS:

- A. The Annuitant is entitled to transfer to the Account assets derived, directly or indirectly, from a pension plan governed by the provisions of the Act, or any other source acceptable under the Act and the Regulation (the “**Transfer**”);
- B. The Annuitant has established a retirement savings plan with the Trustee Natcan Trust Company (600 De La Gauchetiere Street West, 28th Floor, Montreal, Quebec H3B 4L2) through the Agent National Bank of Canada and wishes same to receive the Transfer;
- C. The parties now wish to supplement the declaration of trust governing the Natcan Trust Company retirement savings plan (the “**Declaration**”) with the provisions of this Agreement in order to comply with the requisite locking-in conditions. In the event of any conflict between the provisions of the Declaration and this Agreement, the provisions of this Agreement will prevail.

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

1. **Definitions:** Terms not defined in this Agreement have the same meaning as in the Declaration, the Act or the Regulation. The terms below have the following meaning:
- a) “**Account**” refers to the retirement savings plan established by the Declaration, as supplemented and modified by this Agreement establishing a LIRA that will hold the locked-in assets that are the subject of the Transfer;
 - b) “**Act**” means the *Pension Benefits Act* (Ontario);
 - c) “**Declaration about a Spouse**” means any of the following documents:
 - i) A statement signed by the Annuitant’s Spouse, if any, that the Spouse consents to the withdrawal or transfer from the Account;
 - ii) A statement signed by the Annuitant attesting to the fact that he or she does not have a Spouse;
 - iii) A statement signed by the Annuitant attesting to the fact that he or she is living separate and apart from his or her Spouse on the date the Annuitant signs the application to make the withdrawal or transfer from the Account.
 - d) “**Fiscal Year**”, in connection with the Account, means a calendar year terminating on December 31 and not exceeding 12 months;
 - e) “**LIF**” refers to a life income fund, namely a registered retirement income fund within the meaning of the Tax Act that meets the requirements set out in Schedule 1 or 1.1 of the Regulation;
 - f) “**Life Annuity**” means an insurance contract under which a deferred or immediate life annuity will be provided to the Annuitant or his or her Spouse that complies with the relevant provisions of the Tax Act and section 22 of the Regulation, provided that the annuity does not differentiate on the basis of the sex of the beneficiary unless otherwise permitted under the Regulation;
 - g) “**LIRA**” refers to a locked-in retirement account, namely an RSP that meets the requirements set out in Schedule 3 of the Regulation;
 - h) “**LRIF**” refers to a locked-in retirement income fund, namely a registered retirement income fund within the meaning of the Tax Act that meets the requirements set out in Schedule 2 of the Regulation;
 - i) “**Regulation**” means the *Regulation 909* adopted pursuant to the Act;
 - j) “**RSP**” means a retirement savings plan within the meaning of the Tax Act that is registered under that Act;
 - k) “**Spouse**” has the meaning assigned under the Act but does not include any person who is not recognized as a spouse or a common-law partner for the purposes of the provisions of the Tax Act concerning RSP;
 - l) “**Superintendent**” means the Superintendent of Financial Services of Ontario;
 - m) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations adopted thereunder.
2. **Locked-in Assets:** The Account must be purchased using all or part of the amount transferred under subsection 39.1 (4), clause 42 (1) (b), subsection 42 (12), paragraph 2 of subsection 67.3 (2) or paragraph 2 of subsection 67.8 (2) of the Act, or using all or part of the assets in a LIRA. Subject to the Act and the Regulation, all assets that are the subject of the Transfer, including all investment earnings thereon and gains realized thereof, but excluding all fees, charges, expenses and taxes charged to the Account, shall be used to provide a retirement income to the Annuitant. No assets that are not locked-in may be transferred to or otherwise held under the Account.
3. **Value of the Account:** The fair market value of the assets, as determined by the Trustee in good faith, will be used to establish the balance of the assets in the Account at any particular time, including on the death of the Annuitant or on a transfer of assets from the Account. Any such determination by the Trustee will be conclusive for all purposes hereof.
4. **Investments:** The assets held under the Account will be invested by the Trustee in the manner provided by the Declaration. All investments must comply with the rules set out in the Tax Act regarding investments in an RSP.
5. **Restrictions:** The Annuitant agrees not to assign, charge, anticipate or give as security money in the Account except as required by an order under the *Family Law Act*, a family arbitration award or a domestic contract.
6. **Permitted Transfers:** The Annuitant may transfer any or all of the assets held in the Account:
- a) to a pension plan registered under the pension benefits legislation in any Canadian jurisdiction or to a pension plan provided by a government in Canada;
 - b) to another LIRA;
 - c) to a LIF that is governed by Schedule 1.1; or
 - d) to purchase a Life Annuity. For this purpose, the question of whether the Annuitant has a Spouse is determined at the date the Life Annuity is established.
- The Trustee may deduct from the assets being transferred all amounts to be retained in application of the Tax Act, as well as any fees and disbursements to which it is entitled.
- Such transfer will be made within 30 days from the receipt of instructions from the Annuitant in a form deemed satisfactory by the Trustee, or within a reasonable time if the assets consist of securities whose term of investment extends beyond the 30-day period.
- Once the transfer is completed in compliance with all conditions relating thereto, the Trustee is released from any liability in connection therewith.
7. **Conditions for Transfer:** Before transferring assets from the Account as mentioned in section 6 hereof, the Trustee must advise the transferee in writing that the assets transferred are to be administered in accordance with the Act and Regulation, and the transferee must agree to abide by such condition.
8. **Required Form of Pension:** Payments under a Life Annuity mentioned in subsection 6 d) herein must not begin before the earlier of:
- a) the earliest date on which the Annuitant is entitled, as a former member, to receive pension benefits under the Act as a result of termination of employment or termination of membership in any pension plan, from which money was transferred directly or indirectly into the Account; or
 - b) the earliest date on which the Annuitant is entitled, as a former member, to receive pension benefits under any pension plan described in paragraph a) above as a result of termination of employment or termination of membership in the plan.
- Despite the above, payments under the Life Annuity must begin no earlier than the date on which the Annuitant reaches 55 years of age, if none of the money in the account used to purchase the annuity is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.
9. **Subject to Family Law Act:** The value of the assets in the Account and payments under a Life Annuity are subject to division in accordance with the terms of an order under the *Family Law Act*, a family arbitration award or a domestic contract. An order under Part I (Family Property) of the *Family Law Act*, a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Spouse or former Spouse of the Annuitant to the transfer of a lump sum that exceeds 50 per cent of the assets in the Account or to a share that exceeds 50 per cent of the payments under the Life Annuity, determined as of the family law valuation date.
10. **Permitted Withdrawals:** A withdrawal, commutation or surrender of assets, in whole or in part, held in the Account is not permitted and will be void, unless authorized under section 49 or 67 of the Act, under section 22.2 of the Regulation or under this Agreement such as:
- a) **Withdrawal of Small Amount at 55:** The Annuitant may, upon presentation of an application to the Trustee, withdraw all the money in the Account or transfer the assets to an RSP or a registered retirement income fund if the following conditions are met at the time he or she signs the application:
 - i) he or she is at least 55 years of age; and
 - ii) the value of all assets in all LIFs, LRIFs and LIRAs owned by him or her, determined using the most recent statement about each fund or account given to the Annuitant (each such statement to be dated within one year before the Annuitant signs the application), is less than 40% of the Year’s Maximum Pensionable Earnings for the calendar year in which the application is made.
- If assets in the Account consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.
- b) **Shortened Life Expectancy Withdrawal:** The Annuitant may, upon presentation of an application to the Trustee, withdraw all or part of the money in the Account if the following conditions are met:
 - i) at the time the Annuitant signs the application, he or she has an illness or physical disability that is likely to shorten his or her life expectancy to less than two years;
 - ii) the signed application of the Annuitant is accompanied by a statement signed by a physician who is licensed to practice medicine in a jurisdiction in Canada that, in the opinion of the physician, the Annuitant has an illness or physical disability

that is likely to shorten his or her life expectancy to less than two years.

c) **Excess Transfers Withdrawal:** The Annuitant may, upon presentation of an application to the Trustee, withdraw an amount, calculated by the Trustee as of the date of withdrawal, not greater than the sum of:

- i) the **"Excess Amount"**, that is the amount transferred under clause 42 (1) (b) or subsection 42 (12) of the Act, directly or indirectly, into the Account that is greater than the amount prescribed for such transfer under the Tax Act; and
- ii) any subsequent investment earnings, including any unrealized capital gains or losses, attributable to the Excess Amount,

provided that the application is made on a form approved by the Superintendent, signed by the Annuitant, submitted to the Trustee and is accompanied by one of the following documents:

- iii) a written statement from the administrator of the pension plan from which money was transferred into the Account setting out the Excess Amount; or
- iv) a written statement from the Canada Revenue Agency setting out the Excess Amount.

d) **Withdrawal for Special Needs:** The Annuitant may, upon presentation of an application to the Trustee, withdraw all or part of the money in the Account in any of the following situations:

A) **Medical Expenses.** The Annuitant, his or her Spouse, or a dependant has incurred or will incur medical expenses relating to an illness or physical disability of any of them.

For the purposes of this paragraph:

"dependant" is a person who was dependent on the Annuitant or the Annuitant's Spouse for support at some time during the calendar year in which the application is signed or during the previous calendar year.

"medical expenses" includes (a) expenses for goods and services of a medical or dental nature; and (b) expenses incurred or to be incurred for renovations or alterations to the Annuitant or the dependant's principal residence (as defined in the following paragraph) and any additional expenses incurred in the construction of a principal residence made necessary by the illness or physical disability of the Annuitant, his or her Spouse or a dependant.

The application must be signed by the Annuitant and be accompanied by the following documents:

- 1. A statement signed by a physician or dentist, as applicable, indicating that, in his or her opinion, the expenses claimed are or were necessary for the person's treatment. The physician or dentist must be licensed to practise medicine or dentistry, as the case may be, in a jurisdiction in Canada.
- 2. A copy of the receipts or the estimate to account for the total amount of the medical expenses being claimed.

Only one application may be made under this paragraph during a calendar year in respect of a particular person. The application must specify the amount to be withdrawn from the Account.

The minimum amount that may be withdrawn from the Account with respect to an application is \$500 and the maximum amount is the lesser of "X" and "G" where,

"X" is 50 per cent of the Year's Maximum Pensionable Earnings for the year in which the application is signed, and

"G" is the sum of the amount of the person's medical expenses that have been incurred and an estimate of the total amount of the person's medical expenses for the 12 months after the date on which the application is signed.

If the maximum amount calculated above is less than \$500, no withdrawal from the Account is permitted.

B) **Threat of Eviction.** The Annuitant or his or her Spouse has received a written demand and the Annuitant could face eviction if the debt or amount in default described hereunder remains unpaid:

- 1. arrears in the payment of a rent on the Annuitant's principal residence;
- 2. a default on a debt that is secured against the Annuitant's principal residence.

For the purposes of this paragraph, the term **"principal residence"** refers to a premises, including a non-seasonal mobile home, that is occupied by the Annuitant as his or her primary place of residence.

Only one application may be made under this paragraph during a calendar year. The application must be signed by the Annuitant and be accompanied by a copy of the written demand. The application must specify the amount to be withdrawn from the Account.

The minimum amount that may be withdrawn from the Account with respect to an application is \$500 and the maximum amount is the lesser of "X" and "H" where,

"X" is 50 per cent of the Year's Maximum Pensionable Earnings for the year in which the application is signed, and

"H" is, with respect to arrears in the payment of rent, the sum of the total amount of arrears of rent and the total amount of rent payable for a period of 12 months or, with respect to a default on a secured debt, the sum of the total amount of the payments that are in default and the total amount of payments due and interest payable on the debt

for the 12 months after the date on which the application is signed.

If the maximum amount calculated above is less than \$500, no withdrawal from the Account is permitted.

C) **Payment of Rent.** The Annuitant or his or her Spouse requires money to pay the first and last months' rent to obtain a principal residence for the Annuitant.

For the purposes of this paragraph, the term **"principal residence"** means a premises, including a non-seasonal mobile home, that is intended to be occupied by the Annuitant as his or her primary place of residence.

Only one application may be made under this paragraph during a calendar year. The application must be signed by the Annuitant and be accompanied by a copy of the rental agreement, if available. The application must specify the amount to be withdrawn from the Account.

The minimum amount that may be withdrawn from the Account with respect to an application is \$500 and the maximum amount is the lesser of "J" and "K" where,

"J" is 5 per cent of the Year's Maximum Pensionable Earnings for the year in which the application is signed, and

"K" is the amount required for the first and last months' rent.

If the maximum amount calculated above is less than \$500, no withdrawal from the Account is permitted.

D) **Low Expected Income.** The Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the application is signed is 66 2/3 per cent or less of the Year's Maximum Pensionable Earnings for the year in which the application is signed.

For the purposes of this paragraph, the Annuitant's expected total income from all sources, before taxes, does not include the items listed in subsection 8.4 (7) of Schedule 3 of the Regulation.

The application must be signed by the Annuitant and be accompanied by a statement, signed by the Annuitant, setting out the amount of his or her expected total income from all sources, before taxes, for the 12 months after the date on which the application is signed.

Only one application may be made under this paragraph during a calendar year. The application must specify the amount to be withdrawn from the Account.

The minimum amount that may be withdrawn from the Account with respect to an application is \$500 and the maximum amount is calculated using the formula X–L in which:

"X" is 50 per cent of the Year's Maximum Pensionable Earnings for the year in which the application is signed, and

"L" is 75 per cent of the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the application is signed.

If the maximum amount calculated above is less than \$500, no withdrawal from the Account is permitted.

e) **Non-Resident Withdrawal:** The Annuitant may, upon presentation of an application to the Trustee, withdraw all the money in the Account if the following conditions are met:

- i) at the time the Annuitant signs the application, he or she is a non-resident of Canada as determined by the Canada Revenue Agency for the purposes of the Tax Act;
- ii) the application is made at least 24 months after his or her date of departure from Canada; and
- iii) the signed application of the Annuitant is accompanied by a written determination from the Canada Revenue Agency that the Annuitant is a non-resident for the purposes of the Tax Act.

11. Conditions for Withdrawal: All applications described under section 10 above to withdraw money or transfer assets from the Account must be made on a form approved by the Superintendent. Provided the Annuitant is entitled thereto, the Trustee will make the payment or transfer within 30 days after receiving the completed application and the required accompanying documents.

The Trustee is entitled to rely upon the information provided by the Annuitant in the application and must give the Annuitant a receipt for all documents received, stating the date on which they were received.

Any document required to bear the signature of the Annuitant or his or her Spouse is void if it has been signed more than 60 days before it is received by the Trustee.

All applications must be accompanied by one of the following documents (except for the withdrawal provided for in subsection 10 c)):

- a) a Declaration about a Spouse; or
- b) a statement signed by the Annuitant attesting to the fact that none of the money in the Account is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.

For all applications made under subsection 10 d) above, when a document is required, it is a nullity if signed or dated more than 12 months before the Trustee receives it. All such applications must also be accompanied by a statement, signed by the Annuitant, that he or she understands that any money released will not be exempt under section 66 of the Act from execution, seizure or attachment.

12. Death of the Annuitant: On the death of the Annuitant, the Annuitant's Spouse or, if there is none at the date of the death or if the Spouse is otherwise disentitled, the Annuitant's named beneficiary or, if there is none, the Annuitant's estate is entitled to receive a benefit equal to the value of the assets in the Account. Such benefit may be transferred to an RSP or a registered retirement income fund in accordance with the Tax Act.

The Spouse is not entitled to receive the value of the assets in the Account unless the Annuitant was a member or former member of a pension plan from which assets were transferred directly or indirectly to purchase the Account. A spouse living separate and apart from the Annuitant on the date of the Annuitant's death is not entitled to receive the value of the assets in the Account.

The Spouse may waive his or her entitlement to receive the survivor's benefit above mentioned from the Account by delivering to the Trustee a written waiver in a form approved by the Superintendent. The Spouse who has delivered such a waiver may cancel it by delivering a written and signed notice of cancellation to the Trustee before the date of the death of the Annuitant.

No payment will be made unless and until the Trustee receives releases and other documents as it may reasonably require.

For the purposes of this section, the value of the assets in the Account includes all accumulated investment earnings, including any unrealized capital gains and losses, of the Account from the date of death until the date of payment.

13. Investments not Matured: The Annuitant agrees that the Trustee may never be obliged, unless otherwise prescribed by law, to refund in advance the investments held under the Account for purposes of transfer, payment or withdrawal and may, at its entire discretion, either (i) delay the requested transfer, payment or withdrawal, or (ii) where such investments consist of identifiable and transferable securities, effect the transfer, payment or withdrawal by the remittance of such securities with the consent of the Annuitant.

14. Amendments: The Trustee is required to provide at least 90 days notice of a proposed amendment to this Agreement to the Annuitant at his or her last known address on file.

The Trustee may not amend this Agreement if the amendment would result in a reduction in the Annuitant's rights under the Agreement unless,

- (a) the Trustee is required by law to make the amendment; and
- (b) the Annuitant is entitled to transfer the assets in the Account under the terms of the Agreement that exist before the amendment is made.

In such a case, the Trustee must notify the Annuitant of the nature of the amendment and allow him or her at least 90 days after the notice is given to transfer all or part of the assets in the Account.

The Agreement may be amended only insofar as the Account remains in compliance with the Act and the Regulation and with the Tax Act.

15. Statements: The Trustee will provide to the Annuitant, at the beginning of each Fiscal Year of the Account, a statement containing the following information:

- a) The sums deposited, any accumulated investment earnings, including any unrealized capital gains or losses, the payments made out of the Account, the withdrawals taken out of the Account and the fees charged against it during the previous Fiscal Year;
- b) The value of the assets in the Account as of the beginning of the Fiscal Year.

If the assets in the Account are transferred pursuant to section 6 hereof, the information described above is determined as of the date of the transfer. Upon the death of the Annuitant, the information described above is determined as of the date of the death and is provided to the person entitled to receive the assets in the Account.

16. Representations and Warranties of the Annuitant: The Annuitant represents and warrants to the Trustee the following:

- a) The assets transferred herein pursuant to the Act and the Regulation are locked-in assets resulting directly or indirectly from the commuted value of the Annuitant's pension benefits;
- b) The provisions of the pension plan do not prohibit the Annuitant from entering into this Agreement and, in the event that such prohibition does exist, the Trustee is not liable for the consequences to the Annuitant of executing this Agreement nor for anything done in accordance with the provisions hereof; and
- c) The commuted value of the pension benefits that was transferred herein was not determined in a manner that differentiated on the basis of sex, unless otherwise indicated in writing to the Trustee.

17. Governing Law: This Agreement is to be governed by and construed in accordance with the laws applicable in the province of Ontario.

18. Effective Date: This Agreement takes effect on the date of transfer of assets into the Account.