



Saskatchewan Addendum to Contracts for a Prescribed Registered Retirement Income Fund (PRRIF)

The owner (undersigned) has applied to B2B Trust (Trustee) for a prescribed registered retirement income fund (Fund) to receive and hold locked-in pension assets as per *The Saskatchewan Pension and Benefits Act, 1992* (Act). The owner and the Trustee agree that this Addendum forms part of the Declaration of Trust for the Fund as follows:

Notwithstanding any term in this Addendum or the Declaration of Trust, the Fund shall be maintained as a prescribed registered retirement income fund that conforms with the Act, the Regulation (defined below) and the *Income Tax Act* (Canada).

Interpretation

1. For the purpose of this Addendum the word "Regulation" means *The Pension Benefits Regulations, 1993*.
2. For the purpose of this Addendum the words used herein will have the same meaning provided as those words in the Act and the Regulation. The titles used herein are used for convenience only and do not affect any rights or liabilities under this Addendum or the Declaration of Trust.
3. The word "spouse" means:
 - i) a person who is married to a member or former member; or
 - ii) if a member or former member is not married, a person with whom the member or former member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the member or former member as his or her spouse for at least one year prior to the relevant time;

Notwithstanding the terms of this Addendum, the term "spouse" does not include any person who is not recognized as a spouse or a common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting a Registered Retirement income Fund (RRIF).

Assets transferred into the Fund

4. The owner declares either:
 - a) he or she is at least 55 years of age; or,
 - b) where the owner of the Fund provides evidence to the satisfaction of the Trustee that the plan or any of the plans from which money is to be transferred provides for retirement at an earlier age and has attained that earlier age.

The owner declares that, if the owner has a spouse, a consent to transfer in Form 1 under the Regulation has been signed by the spouse of the owner and, to the satisfaction of the Trustee, has been filed with one of the following, as the case may require:

- i) the issuer, in the case of a Locked-in Retirement Account (LIRA) defined in section 29 of the Regulation;
- ii) the carrier, in the case of a Locked-in Retirement Income Fund (LRIF) defined in the Regulation as at March 31, 2002;
- iii) the carrier, in the case of a Life Income Fund (LIF) defined in the Regulation as at March 31, 2002;
- iv) the administrator, in the case of a pension plan as defined in section 32 of the Act;

- v) the issuer, in the case of a policy defined in section 42 of the Regulation; or,
- vi) the Saskatchewan Pension Plan Board of Trustees in the case of the Saskatchewan Pension Plan.

The owner declares that all assets transferred to the Fund are from:

- i) a LIRA as defined in section 29 of the Regulation;
- ii) an LRIF as defined in the Regulation as at March 31, 2002;
- iii) a LIF as defined in the Regulation as at March 31, 2002;
- iv) a RRIF as defined in section 29.1 of the Regulation;
- v) a pension plan as defined in section 32 of the Act;
- vi) a policy as defined in section 42 of the former Regulation; or,
- vii) the Saskatchewan Pension Plan.

All such transfers must comply with the *Income Tax Act* (Canada).

Investment of Fund assets

5. The assets of the Fund will be invested in a manner that complies with the rules for the investment of RRIF assets contained in the *Income Tax Act* (Canada) and the regulations under the *Income Tax Act* (Canada) and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the owner of the Fund or the parent, brother, sister or child of the owner or the spouse of any of those persons.

The Trustee hereby affirms that assets in the Fund shall be invested in a manner that complies with the rules for the investment of money in a RRIF pursuant to the *Income Tax Act* (Canada) and the Regulation thereunder.

Assignment

6. Except as explicitly provided for in the Act or the Regulation, all assets, including interest, gains and losses, that are subject to or from the Fund are to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and the Regulation and must not be assigned, charged or anticipated and are exempt from execution, seizure or attachment and any transaction that purports to assign, charge, alienate or anticipate the assets are void.

Fiscal year of the Fund

7. The fiscal year of the Fund ends on December 31 of each year and shall not exceed 12 months.

Valuation of Fund assets

8. For the purpose of:
- a) a transfer or payment of assets from the Fund;
 - b) the purchase of a life annuity contract; and,
 - c) a payment or transfer on the death of the owner.

The value of the Fund shall be the fair market value of the investments of the Fund at the relevant time.

Income payments from the Fund

9. The owner will be paid an income that must commence no later than the last day of the second fiscal year of the Fund.
10. The owner must provide instructions to the Trustee regarding the amount and frequency of income payments to be paid out of the Fund each year, either at the beginning of the fiscal year of the Fund or at another time agreed to by the Trustee. Each decision and instruction expires at the end of the fiscal year to which it relates.
11. If the owner does not provide the Trustee instructions regarding the value of all income payments, the minimum amount determined herein shall be deemed to be the amount paid. If the owner does not provide instruction as to the frequency of the payments, the income will be paid in one payment at the end of the fiscal year.
12. The owner must provide instructions to the Trustee as to which assets of the Fund to sell to ensure a liquidity of assets to make such payments. A failure of the owner to provide such instruction in advance of a payment date so as to allow the Trustee to create sufficient liquidity, will release the Trustee to create such liquidity at its discretion. The Trustee is released from any losses or investment liability in creating the sufficient liquidity at the owner's instruction or a failure of the owner to provide timely instruction.
13. The amount of income paid out of the contract during a fiscal year must not be less than the minimum amount prescribed for RRIFs pursuant to the *Income Tax Act* (Canada).
14. The Trustee reserves the right to process all payments or transfers out of the Fund subject to any withholding taxes, deductions, deduction of costs and the terms of each investment.
15. Where the Fund holds identifiable and transferable securities, the transfers or purchases in this Addendum may, unless otherwise stipulated, at the option of the Trustee and with the consent of the owner, be affected by remittance of the investment securities of the Fund.

Transfers of assets out of the Fund

16. To the extent permitted by the Act, the Regulations and the *Income Tax Act* (Canada), the owner of the Fund may transfer, all or part of the balance of the Fund:
 - i) to another PRRIF;
 - ii) to purchase a life annuity contract that meets the requirements of section 34 of the Act and complies with the *Income Tax Act* (Canada);
 - iii) to a LIRA; or,
 - iv) to a plan that meets the requirements of section 29.2 of the Regulation.

Improper transfer of assets from the Fund

17. Where money in the Fund is paid out contrary to the Act, the Regulation or this Addendum, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount equal to the amount that would have been provided pursuant to this Addendum as if the money in the Fund had not been paid out.
18. If the owner receives assets that were related to the Fund from a subsequent underwriter in violation of the Act or the Regulation, the Fund or subsequent fund or underwriter has a right of action against the recipient for such assets.

Death of owner

19. On the death of the owner of the Fund who was a member of the plan from which the assets were transferred, either directly or indirectly, the balance of the assets in the Fund, to the extent permitted by the *Income Tax Act* (Canada), shall be paid:
 - i) where the owner had a spouse at the date of death who survives the owner for thirty (30) days or

more, to the surviving spouse unless a spouse's waiver, to the satisfaction of the Trustee, in Form 2 under the Regulation has been signed by the spouse and filed with the Trustee; or,

- ii) where there is no surviving spouse, or where the spouse does not survive the owner for thirty (30) days or more, or where the surviving spouse has signed a spouse's waiver, to the satisfaction of the Trustee, in Form 2 under the Regulation and the waiver has been filed with the Trustee, to a designated beneficiary, or if there is no designated beneficiary, to the personal representative of the owner's estate in his or her representative capacity.

Relationship breakdown

- 20. The assets in the Fund are subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.
- 21. The assets in the Fund are subject to attachment for the purpose of enforcing a maintenance order as defined in Saskatchewan's *The Enforcement of Maintenance Orders Act* (Saskatchewan).
- 22. Where an amount has been attached pursuant to *The Enforcement of Maintenance Orders Act* (Saskatchewan), the Trustee shall deduct from the money in the Fund an amount, not to exceed \$250.00, that reasonably represents the costs to the Trustee of complying with the attachment.

Amendment of this Addendum

- 23. The Trustee may amend the terms of this Addendum. The Trustee will provide the owner with thirty (30) days' notice of any such amendment unless required by the Act, the Regulation or the *Income Tax Act* (Canada) to make amendments by an earlier deadline.

Precedence of Addendum and indemnity for the benefit of the Trustee

- 24. The Trustee and the owner hereby affirm the provisions contained in the Declaration of Trust, and that the conditions of this Addendum will take precedence over other provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
- 25. If the Trustee is to be required to make any payments out of the Fund under conditions not provided for under this Addendum, the owner will indemnify, release and hold harmless the Trustee. This indemnity will be binding on the owner's legal representatives, heirs, assigns and successors.
- 26. The owner hereby acknowledges receipt of a copy of this Addendum.

Please send completed Addendum to :

B2B Trust

130 Adelaide Street West, Suite 200, Toronto, Ontario M5H 3P5

Toll Free: 1.800.263.8349 or locally at 416.947.7427

b2btrust.com

Signature of Guarantee

B2B Trust Authorized Signature

Date (mm/dd/yyyy)

Name of Annuitant (owner)

Signature of Annuitant (owner)

Date (mm/dd/yyyy)