

Effective date of the rider:

Annexed and incorporated into the Plan number:

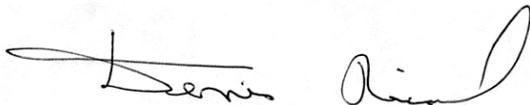
Annuitant:

Locked-In Retirement Account Rider - Saskatchewan

This rider will form part of the RSP declaration of trust (the "Plan") if the annuitant has requested that this Plan be registered as a locked-in retirement account (hereinafter referred to as "LIRA"). In case of contradiction between this rider and the Act, the last shall prevail.

1. In this rider, all capitalized terms shall have the same meaning assigned to those terms under the *Pension Benefits Act, 1992* (Saskatchewan) and the underlying Regulations (hereinafter referred to as the "Pension Act"), as amended from time to time. "Locked-in" means a legislative or contractual requirement that the money may only be used to purchase Life Annuity Contract or a Registered Retirement Income Fund (RRIF) contract that satisfies the requirements of the Pension Act. An Annuity or Life Annuity Contract has the same meaning as defined in the *Income Tax Act* (Canada).
 - b) purchase a RRIF contract that satisfies the requirements of the Pension Act;
 - c) purchase a Life Annuity Contract as stipulated in the Act and the Pension Act, provided the annuitant has attained age of 55 or at an earlier age if the plan from which the money was originally transferred allowed for payment of Pension at such earlier age; or
 - d) transfer to another Pension Plan on the conditions specified in the Pension Act.
2. Notwithstanding anything to the contrary contained in this Plan, including any riders forming a part thereof, "Spouse" does not include any person who is not recognized as a spouse for the purposes of registered pension plans under the *Income Tax Act* (Canada) and the underlying Regulations (hereinafter referred to as the "Act").
3. The Locked-in money transferred to the Plan, including all investment earnings, shall be Locked-in during the lifetime of the annuitant, and shall be used to provide or secure a Pension as required by the Pension Act unless the amount of Locked-in money in the Plan does not exceed an amount mentioned in subsection 39(1).
4. All investments of money in the Plan shall be qualified investments for RRSPs under the Act.
5. Notwithstanding paragraph 3 of this rider, the Locked-in money in the Plan may be paid to the annuitant in a lump sum or in a series of payments provided a physician certifies that due to mental or physical disability the life expectancy of the annuitant is likely to be shortened considerably.
6. No transfer of Locked-in money from the Plan is permitted except to:
 - a) another LIRA that satisfies the requirements of the Pension Act;
7. Before transferring Locked-in money to another Issuer, the Trustee shall
 - a) in the case of a transfer to another LIRA or RRIF ensure that it satisfies the requirements of the Pension Act;
 - b) advise the transferee Issuer of the Locked-in status of the money; and
 - c) receive an undertaking from the transferee issuer to deal with the money in accordance with the Locking-in provisions of the Pension Act.
8. When, with the Locked-in money, a Life Annuity Contract is purchased by an annuitant who has a Spouse at the date when the pension commences, the pension to be provided shall be a joint pension under which no less than 60% of the pension will continue to the survivor for the survivor's lifetime following the death of the annuitant or the annuitant's spouse, unless the Spouse waives the entitlement to the survivor's pension by filing the appropriate waiver forms prescribed under the Pension Act.
9. The Life Annuity Contract purchased shall not take into account the sex of the annuitant, unless monies in the Plan resulted from the transfer of the commuted value of a pension benefit which was determined on a basis that took into account the sex of the annuitant.
10. On the death of the annuitant, the Locked-in money in the Plan shall:

- a) if the annuitant is survived by a Spouse,
- i. be applied to purchase a Life Annuity Contract for the annuitant's Spouse as stipulated in the Act and the Pension Act; or
 - ii. be transferred to another LIRA or a RRIF that satisfies the requirements of the Pension Act, for the annuitant's spouse or to a plan in which the surviving spouse is a member on the conditions referred to in the Act;
- b) if the annuitant is not survived by a Spouse,
- i. be paid to the annuitant's designated beneficiary; or,
 - ii. if no beneficiary has been designated, be paid to the annuitant's estate.
11. If the Trustee does not comply with paragraphs 7, 8, 9 and 10, and the transferee Issuer fails to pay the Locked-in money transferred in the form of a Pension or in the manner required by the Pension Act, the Trustee shall provide or ensure the provision of the Pension equal in value to the pension that would otherwise have been provided.
12. Except for the purpose of enforcing a maintenance order as defined in the *Enforcement of Maintenance Order Act* (Saskatchewan), Locked-in money in this Plan, cannot be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment. Any transaction purporting to assign, alienate or anticipate is deemed void. When an amount has been attached pursuant to the *Enforcement of Maintenance Order Act* (Saskatchewan, the Trustee shall deduct from money in the Plan:
- i. an amount, not to exceed \$250, that reasonably represents the cost of 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;
 - iii. the lesser of :
 1. the amount attached; and
 2. the remainder of the Locked-in money in the Plan.
- Where a Locked-in amount has been attached, the annuitant has 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. Notwithstanding anything to the contrary, this Plan is subject to the provisions of the Pension Act relating to division on spousal relationship breakdown.
14. The Trustee on receipt of an application from the annuitant will refund an amount in order to reduce the amount of tax otherwise payable under Part X.I of the Act.
15. The Trustee hereby affirms the provisions of the Plan and the rider.



Denis Ricard
President



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Director

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