

## Effective date of the rider:

## Annexed and incorporated into the Plan number:

## Annuitant:

## Prescribed Registered Retirement Income Fund Rider - Saskatchewan

This rider will form part of the RIF declaration of trust (the "Plan") if the annuitant has requested, or where the annuitant has attained age 71 on a registered contract and has not selected another option, that the Plan be registered as a prescribed retirement income fund (hereinafter referred to as "RRIF"). The Plan will be modified as such.

- For purposes of this rider, the word "Act" means the Pension Benefits Act, 1992 (Saskatchewan) and the word "Regulation" means The Pension Benefits Regulations, 1993 under the Act.
- 2. For the purpose of this rider, the word "former member", "life annuity contract", "registered retirement income fund", "locked-in retirement account contract", "pension", and "spouse" have the same meanings as are respectively given to these words in the Act and the Regulation.
- 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 purpose of any provision of the *Income Tax* Act (Canada) respecting a registered retirement income fund.
- 4. All money including interest, gains and losses, that is subject to or from the Plan as defined by the rider is to be used to provide or secure a pension that would, but for the transfer and previous transfer, if any, be required by the Act and the Regulation.
- 5. The annuitant shall be paid an income, the amount of which may vary annually.
- 6. The fiscal year of the Plan ends on December 31 of each year and will not exceed 12 months.
- 7. The annuitant is to establish the amount of income to be paid during each fiscal year of the Plan at the beginning of that fiscal year after the receipt of the information specified in paragraph 10 of this rider.
- 8. No money may be transferred to the Plan unless:
  - a) either
    - i. the annuitant is at least 55 years of age; or
    - ii. where the annuitant 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, the annuitant has attained this earlier age; and
  - b) A consent to transfer in form required by the Regulations has been signed by the spouse and filed

- to the entity designated under the Act and as the case may be.
- 9. The annuitant may transfer, to the extent permitted by the *Income Tax Act* (Canada) and pursuant to the Regulation, all or part of the balance of the Plan:
  - to another registered retirement income fund;
  - ii) to purchase a life annuity contract as stipulated in paragraph 60(1) of the *Income Tax Act* (Canada);
  - iii) to a locked-in retirement account contract and as specified in the Regulation; or
  - iv) to a plan that provides for the payment of variable benefits in accordance with the Regulation and permits the transfer.
- 10. The Trustee will provide to the annuitant the information required under the Regulations.
- 11. The money may be invested in the Plan as prescribed in the Plan's specific provisions to each investment.
- 12. The method and factors used to establish the value of the Plan for purpose of the transactions listed below are found in the Plan:
  - a) a transfer of assets,
  - b) the purchase of a life annuity contract, and;
  - c) a payment or transfer on the death of the annuitant.
- 13. Where money in the Plan is paid out contrary to the Act, the Regulation or this rider, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount of, and payable in the same manner as, the pension that would have been provided had the money not been paid out.
- 14. On the death, prior to using the balance in the Plan to purchase a life annuity contract, of the annuitant, who was a member of the contract from which the locked-in money was transferred, either directly or indirectly, the balance in the Plan, to the extent permitted by the *Income Tax Act* (Canada), shall be paid:
  - i. where the annuitant had a spouse at the date of death who survives the annuitant for 30 days or more, the surviving spouse; or
  - ii. where there is no surviving spouse, or where the spouse does not survive the annuitant for 30 days



or more, 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.

- 15. The transfer of identifiable and transferable securities, either into or out of the Plan will be treated as described by paragraph 11 or by the Plan specific provisions to each investment.
- 16. The Trustee hereby affirms that money in the Plan shall be invested in a manner that complies with the rules for the investment of money in a registered retirement income fund pursuant to the *Income Tax Act* (Canada) and the regulations thereunder.
- 17. A lump sum or series of payments may be made to the annuitant, where a physician certifies that due to mental or physical disability the life expectancy of the annuitant is shortened considerably.
- 18. The amount of income paid out of the Plan during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds pursuant to the *Income Tax Act* (Canada), as amended from time to time.
- 19. Where the amount of income to be paid to the annuitant of a Plan is fixed at an interval of more than one year, paragraphs 18 of this rider shall apply with such modifications as the circumstances require to determine,

Denis Ricard President

1080 Grande Allée West PO Box 1907, Station Terminus Québec, Quebec G1K 7M3

RRIF SK 2007-DR-CG.docx

- at the date of the beginning of the first fiscal year in the interval, the amount of income to be paid for each fiscal year in that interval.
- No money that is not locked-in will be transferred to or held under the Plan.
- 21. Subject to paragraph 18 of this rider, no withdrawal, commutation or surrender of money is permitted.
- 22. Except for the purpose of enforcing a maintenance order as defined in the *Enforcement of Maintenance Order Act* (Saskatchewan), the money in a Plan may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment and any transaction that purports to assign, charge, alienate or anticipate the money is 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 an amount, not to exceed \$250, that reasonably represents the cost of the Trustee of complying with the attachment.
- 23. The Trustee hereby affirms the provisions contained in the Plan.
- 24. The conditions of this rider will take precedence over the provisions in the Plan in the case of conflicting or inconsistent provision.

Dioline

Caroline Gilbert Director