



**INVESTMENT AGREEMENT**  
**MARKET-LINKED GUARANTEED INVESTMENT**  
**Better Earth Portfolio Guaranteed Investment – Series 23**

The Market-Linked Guaranteed Investment is subject to the terms and conditions disclosed hereunder.

I acknowledge that the terms and conditions have been reviewed with me and that I understand and accept them. I elect to invest in the following:

<input type="checkbox"/> Non-Registered Investment Certificate	Account #	<input type="text"/>
<input type="checkbox"/> Registered RRSP Investment Certificate	Account #	<input type="text"/>
<input type="checkbox"/> Registered TFSA Investment Certificate	Account #	<input type="text"/>

**Amount of Initial Deposit - \$**

**2 Year Term**

Date of Initial Deposit (MM.DD.YY)	Date of Issue (MM.DD.YY)	Date of Maturity (MM.DD.YY)
	<b>12-11-2018</b>	<b>12-11-2020</b>

**5 Year Term**

Date of Initial Deposit (MM.DD.YY)	Date of Issue (MM.DD.YY)	Date of Maturity (MM.DD.YY)
	<b>12-13-2018</b>	<b>12-13-2023</b>

\_\_\_\_\_  
**Annuitant's Name**

\_\_\_\_\_  
**Annuitant's Signature**

\_\_\_\_\_  
**League Savings and Mortgage Company Representative**

**TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

1. Before the date of issue, League Savings and Mortgage Company have the right not to proceed, in whole or in part, with the issuance of the Market-linked Guaranteed Investment (the "Guaranteed Investment"). Any refused initial deposit will be returned to the member, without fees, with pre-issue interest as stipulated in section 10.
2. Where applicable, this agreement is subject to the provisions of the Application Form for an RRSP, TFSA or any other plan issued and administered by League Savings and Mortgage Company that the member has already signed.

**TERMS AND CONDITIONS GOVERNING THE GUARANTEED INVESTMENT**

3. The member agrees to make, on the date of initial deposit, a first deposit (the "Initial Deposit") on which pre-issue interest is calculated according to section 10 of this agreement.
4. On the date of issue (the "Date of Issue"), the member expressly consents that the amount of the Initial Deposit and the pre-issue interest be reinvested in the form of a Market-linked Guaranteed Investment maturing on the maturity date (the "Date of Maturity").
5. The principal of this investment is guaranteed by League Savings and Mortgage Company at maturity. The Guaranteed Investment may not be negotiated, transferred or redeemed, and no amount in principal and interest shall be redeemable or payable before the Date of Maturity. No secondary market exists for this Guaranteed Investment nor will one be established.
6. This Guaranteed Investment may be hypothecated or given as security only in favour of League Savings and Mortgage Company to the extent permitted under current legislation.
7. This Guaranteed Investment is in Canadian dollars. The redemption of the principal and the payment of interest, if applicable, will be made in Canadian dollars.
8. This Guaranteed Investment is a deposit within the meaning of the Canada Deposit Insurance Corporation (CDIC) up to the maximum eligible amount. More information is available online ([www.cdic.ca](http://www.cdic.ca)).

**FEES**

9. This Guaranteed Investment is not subject to any management fees. Therefore, at maturity, the interest corresponding to the yield will not be affected by any management fees.

**TERMS AND CONDITIONS GOVERNING THE METHOD OF CALCULATION OF INTEREST**

- 10. For the period between the date of Initial Deposit and the Date of Issue, the interest on the Initial Deposit shall be calculated on the daily balance at the pre-issue interest rate of 1.00% per annum.
- 11. For the period between the Date of Issue and the Date of Maturity, the interest generated by the Guaranteed Investment shall be determined at maturity according to the variation in the price of the twenty (20) securities described hereunder (the “securities”), in the following manner:

**2 YEAR TERM**

$$\text{Interest} = \text{Principal} \times \text{Cumulative return} \times 100\%$$

$$\text{Cumulative return} = \left[ \frac{\text{CP}^2 \text{ for } S_1}{\text{CP}^1} + \frac{\text{CP}^2 \text{ for } S_2}{\text{CP}^1} + \dots + \frac{\text{CP}^2 \text{ for } S_{20}}{\text{CP}^1} \right] \times \frac{1}{20} - 1$$

Maximum cumulative return = **13.00%** equivalent to a maximum annual compound rate of return = **6.30%**  
 If the cumulative return is negative, the value zero will be used in the calculation.

- Principal = The amount of the Initial Deposit plus the cumulative pre-issue interest accrued between the date of Initial Deposit and the Date of Issue.
- CP<sup>2</sup> = The average closing price of each security on **October 7, 2020, November 9, 2020 and December 7, 2020** (or the following business day if no reading takes place on this security on any of these dates).
- CP<sup>1</sup> = The price of each security at closing on **December 7, 2018** (or the following business day if no reading takes place on this security on this date).
- S<sub>1</sub> to S<sub>20</sub> = Each one of the twenty (20) securities listed below.
- 100 %** = The rate of participation in the growth of the basket of securities.

**5 YEAR TERM**

$$\text{Interest} = \text{Principal} \times \text{Cumulative return} \times 100\%$$

$$\text{Cumulative return} = \left[ \frac{\text{CP}^2 \text{ for } S_1}{\text{CP}^1} + \frac{\text{CP}^2 \text{ for } S_2}{\text{CP}^1} + \dots + \frac{\text{CP}^2 \text{ for } S_{20}}{\text{CP}^1} \right] \times \frac{1}{20} - 1$$

Maximum cumulative return = **45.00%** equivalent to a maximum annual compound rate of return = **7.71%**  
 If the cumulative return is negative, the value zero will be used in the calculation.

- Principal = The amount of the Initial Deposit plus the cumulative pre-issue interest accrued between the date of Initial Deposit and the Date of Issue.
- CP<sup>2</sup> = The average closing price of each security on **October 11, 2023, November 7, 2023 and December 7, 2023** (or the following business day if no reading takes place on this security on any of these dates).
- CP<sup>1</sup> = The price of each security at closing on **December 7, 2018** (or the following business day if no reading takes place on this security on this date).
- S<sub>1</sub> to S<sub>20</sub> = Each one of the twenty (20) securities listed below.
- 100 %** = The rate of participation in the growth of the basket of securities.

Here are the twenty (20) securities (common shares) as well as their respective stock markets and currencies. Each security has the same weighting in the portfolio. (League Savings and Mortgage Company does not issue any opinion on the future evolution of the price of the securities.)

Security	Market	Sector	Currency
S <sub>1</sub> : Rogers Communications Inc	Toronto	Communications	Canadian Dollar
S <sub>2</sub> : NTT DOCOMO Inc	Tokyo SE	Communications	Japanese Yen
S <sub>3</sub> : Swisscom AG	SIX Suisse	Communications	Swiss Franc
S <sub>4</sub> : Procter & Gamble Co/The	New York SE	Consumer Staples	American Dollar
S <sub>5</sub> : Reckitt Benckiser Group PLC	London SE	Consumer Staples	Sterling
S <sub>6</sub> : Canadian Tire Corp Ltd	Toronto	Consumer Discretionary	Canadian Dollar
S <sub>7</sub> : Burberry Group PLC	London SE	Consumer Discretionary	Sterling
S <sub>8</sub> : Cummins Inc	New York SE	Industrials	American Dollar
S <sub>9</sub> : Kone OYJ	OMX Helsinki	Industrials	Euro
S <sub>10</sub> : 3M Co	New York SE	Material	American Dollar
S <sub>11</sub> : Muenchener Rueckversicherungs-Gesellschaft AG in Muenchen	XETRA Frankfurt	Financials	Euro
S <sub>12</sub> : Royal Bank of Canada	Toronto	Financials	Canadian Dollar
S <sub>13</sub> : Intel Corp	Nasdaq GS	Technology	American Dollar
S <sub>14</sub> : Microsoft Corp	Nasdaq GS	Technology	American Dollar
S <sub>15</sub> : Taiwan Semiconductor Manufacturing Co Ltd	Taiwan	Technology	Taiwanese Dollar
S <sub>16</sub> : SSE PLC	London SE	Utilities	Sterling
S <sub>17</sub> : Pattern Energy Group Inc	Nasdaq GS	Utilities	American Dollar
S <sub>18</sub> : First Solar Inc	Nasdaq GS	Energy	American Dollar
S <sub>19</sub> : Vestas Wind Systems A/S	Copenhagen SE	Energy	Danish Crown
S <sub>20</sub> : Algonquin Power & Utilities Corp	Toronto	Utilities	Canadian Dollar

## INTEREST LIMIT

12. The interest paid at maturity, if applicable, is subject to a maximum as described in section 11. If the yield of the securities is higher than the maximum cumulative return at maturity, then the interest paid will match this maximum.
13. The yield of the securities does not take into account the payment of dividends or distributions on shares or other securities included in the securities.

## RISK AND SUITABILITY

14. Since the return on the Guaranteed Investment is tied to changes in the market, this Guaranteed Investment carries a higher level of risk than a traditional fixed rate investment. It is possible that the yield based on the performance of the stock market may be nil at maturity. This Guaranteed Investment is different from traditional fixed-rate investments because it does not guarantee a return determined in advance. The yield on the Guaranteed Investment can only be known for certain at maturity and is a function of the appreciation of the securities, which could be subject to major fluctuations in the capital markets. Consequently, League Savings and Mortgage Company cannot guarantee a yield at the Date of Maturity.
15. The Guaranteed Investment's return at maturity will not be affected by changes in exchange rates, even if the security prices are published in foreign currencies.
16. The Guaranteed Investment is not a direct investment in the securities. Therefore, the member is not entitled to the rights or the benefits of a shareholder, such as the right to receive distributions or dividends or the right to vote or attend shareholders' meetings.
17. The cumulative return is calculated based on the average of the closing price of each security as described in section 11. Consequently, the yield paid out at maturity may not reflect the rate of return on each security between the Date of Issue and the Date of Maturity.
18. Given the features of this kind of investment, the potential purchaser should consult his/her advisor to make sure that such an investment meets his/her investment objectives.
19. This Guaranteed Investment is a sound investment for those whose investment horizon is at least as long as the term of the Guaranteed Investment and who also intend to keep it until maturity. It is also a sound choice for those who wish to diversify their investments and who wish to gain exposure to the capital market. However, it is not suitable for those who require an income during the term.
20. This Guaranteed Investment is eligible to RRSP annuitants who will not be older than 71 years of age by the Date of Maturity.

## RENEWAL AND TERMS AND CONDITIONS GOVERNING REDEMPTION OF PRINCIPAL AT MATURITY

21. On the Date of Maturity, If League Savings and Mortgage Company has not received instructions from the investor on or before the maturity date, the Debenture, RRSP, TFSA will be renewed for a similar term at the current rate of interest in effect on the date of maturity. Deposits may be amended, redeemed or transferred within 10 business days after the maturity date. Following the 10 day period, deposits are not redeemable or transferable until the next maturity date.

## EXTRAORDINARY EVENTS

22. The member acknowledges that a disruption on capital markets (e.g. transactions halted due to a sharp drop in or a problem with the publication of the security prices), a change in the publication of the security prices (e.g. a merger, a stock split), securities facing some financial hardship (e.g. company bankruptcy) or any other extraordinary circumstance or event out of the control of League Savings and Mortgage and having a significant impact on product management (an "Extraordinary Event") may occur and affect the League Savings and Mortgage Company capacity to calculate or pay the yield or to fulfill any other obligation on the date provided for. If the League Savings and Mortgage Company believes, at its sole discretion, that such an event has occurred, the member agrees that the League Savings and Mortgage Company may depart from the terms and conditions of this agreement and take any action as deemed appropriate and equitable in the circumstances, including, without limitation, the substitution of securities, adjusting, anticipating or deferring the calculation or the payment of the yield, or determining the yield in a different manner. The League Savings and Mortgage Company will determine which measures to take in the above-mentioned circumstances, at its sole discretion, and will take reasonable action and will consider the interests of all stakeholders, in particular, without limiting the scope of the foregoing, those of members with products, those of other members of the League Savings and Mortgage Company, and the interests of the League Savings and Mortgage Company.

Because the product includes a guarantee capital, an extraordinary event will not affect the guarantee capital, but may positively or negatively affect the yield, and if negatively, it may be reduced to 0

## TAXATION

23. This Guaranteed Investment is an investment eligible for registered retirement savings plans (RRSPs), locked-in retirement accounts (LIRAs) and tax-free savings accounts (TFSA). For Market-linked Guaranteed Investments not held in one of the aforementioned registered accounts, the pre-issue interest is considered to be interest income for the year the Guaranteed Investment is issued. The member must add the pre-issue interest invested in the Guaranteed Investment according to section 10 to his/her income for the year said investment is issued. Interest paid to the member at maturity is considered to be interest income for tax purposes. The member must add the interest received at maturity, if applicable, to his/her income for the year it was paid. This information is of a general nature and constitutes neither a legal nor a fiscal opinion. Please discuss with your tax advisor for more information.