

## ADDENDUM TO THE RETIREMENT SAVINGS PLAN DECLARATION OF TRUST ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT Ontario (LIRA)

**1. What the Words Mean:** Please remember that in this Addendum, “I”, “me” and “my” mean the individual who has signed the Application as the applicant for and plan owner of the Plan and who is the “annuitant” as defined in the *Income Tax Act* (Canada) and “Trustee” means the trustee for the Plan.

Please also remember that in this Addendum:

“**Declaration of Trust**” means the Retirement Savings Plan Declaration of Trust I have entered into with the Trustee;

“**Pension Act**” means the *Pension Benefits Act* of Ontario, and the regulation in force under the *Pension Benefits Act* of Ontario, both as may be changed or replaced from time to time;

“**Property**” means, collectively, all investment property (including all income earned on and all proceeds of that property) held under the Plan from time to time;

“**Spouse**” means the individual who is considered to be my spouse according to section 1 of the Pension Act, however, notwithstanding anything to the contrary contained in the Declaration of Trust and this Addendum, including any endorsements forming a part thereof, “spouse” does not include any person who is not recognized as my spouse or common-law partner, as the case may be, for the purposes of any provision of the *Income Tax Act* (Canada) respecting RRSPs.

As well, the words “**life income fund (“LIF”)**”, “**locked-in retirement account (“LIRA”)**”, “**pension benefit**”, “**RRIF**”, “**RRSP**” and “**Superintendent**” have the same meanings given to them in the Pension Act.

The other words used in this Addendum have the same meaning given to them in the Declaration of Trust. I will refer to the Declaration of Trust if I need to when reading those words.

I agree with the Trustee as follows:

**2. General Terms:** This Addendum will form part of the Declaration of Trust and will apply to the Plan and all Property. If there is a conflict between this Addendum and the Declaration of Trust, this Addendum will prevail.

**3. LIRA:** The Trustee will maintain the Plan as a locked-in retirement account according to the requirements of the Pension Act and the *Income Tax Act* (Canada).

**4. No Assignment:** The Property in the Plan may not be assigned, charged, alienated, anticipated or given as security, except as required by an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract or as otherwise permitted and up to the maximum provided by the Pension Act, and any transaction purporting to assign, charge, alienate, anticipate or give the Property as security is void.

**5. Differentiation on the Basis of Sex:** The commuted value of:

- the pension benefit accrued before 1987, if any, and transferred to the Plan was (was not); and
- the pension benefit accrued after 1986, if any, and transferred to the Plan was not;

determined on a basis that differentiated on the basis of sex. An immediate or deferred life annuity that is purchased with Property from the Plan will not differentiate on the basis of the sex if the commuted value of the pension benefit that was transferred into the Plan was determined in a manner that did not differentiate on the basis of sex.

**6. No Withdrawals:** The Property in the Plan may not be commuted, withdrawn or surrendered in whole or in part during my lifetime except as permitted by the Pension Act and this Addendum or where an amount is required to be paid to me to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada), and any transaction in contravention of this paragraph of the Addendum is void.

**7. Permitted Withdrawals:** I may not withdraw Property, in whole or in part, from the Plan except:

- to transfer it to the pension fund of a registered pension plan;
- to transfer it to another LIRA or to a life income fund that meets the requirements of the Pension Act;
- to purchase an immediate or deferred life annuity provided by a person authorized under the laws of Canada or a province to sell annuities as defined in the *Income Tax Act* (Canada) under an insurance contract that meets the requirements of the Pension Act;
- to transfer it to an RRSP or RRIF, whether it be on account of the small value of the Plan and my other LIRAs and LIFs, or as otherwise permitted by the Pension Act; or
- to have all it paid to me in whole or in part as a lump sum, whether it represent the excess of what may be transferred to an RRSP under the *Income Tax Act* (Canada) or whether it be on account of the small value of the Plan and my other LIRAs and LIFs, my status as a non-resident of Canada, my shortened life expectancy or any other reason as may be permitted under the Pension Act.

I understand and agree that, where I apply for a withdrawal as contemplated in paragraphs (d) and (e) above:

- I will be required to meet the conditions, and provide to the Trustee the information, as prescribed by the Pension Act and as may be requested by the Trustee;
- the Trustee will be entitled to rely on the information I provide to it;
- where my withdrawal application complies with the requirements prescribed by the Pension Act, it will constitute authorization to the Trustee to make the payment from the Plan; and
- the Trustee will make such payment or transfer within the time limits prescribed by the Pension Act.

**8. Commencement of Annuity:** Any annuity payable to me must not begin before the earlier of:

- the earliest date on which I am entitled to receive pension benefits as a result of termination of employment or membership in any registered pension plan from which Property in the Plan originated; and
- the earliest date on which I am entitled to receive pension benefits under any registered pension plan as a result of termination of employment or membership in the registered pension plan.

**9. Conditions for Transfer:** The Trustee will, before transferring Property from the Plan, advise the transferee in writing that the amount transferred must be administered as a pension or deferred pension under the Pension Act.

**10. Survivor’s Benefits:** Upon my death, a benefit equal to the value of the Property in the Plan is to be paid to my Spouse or, if I am not survived by a Spouse or my Spouse has waived his or her entitlement by delivering to the Trustee a written waiver in a form approved by the Superintendent, or is otherwise disentitled, my named beneficiary(ies) or, if no beneficiary has been so designated, my estate is entitled to receive a benefit equal to the value of the Property in the Plan, which will include all accumulated investment earnings, including any unrealized capital gains and losses, from the date of my death until the date of payment. Where the benefit is paid to my Spouse, it may be transferred to an RRSP or a RRIF. A determination of whether I have a Spouse will be made on the date of my death, and for greater certainty, a Spouse living separate and apart from me on the date of my death is not entitled to receive the value of the Property in the Plan.

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