

**ONTARIO - ADDENDUM TO A RETIREMENT SAVINGS PLAN ("RSP")  
FOR A LOCKED-IN PENSION TRANSFER  
TO A LOCKED-IN RETIREMENT ACCOUNT ("LIRA")**

Upon receipt of locked-in money LBC Trust (the "Trustee") declares as follows:

1. For the purposes of this Addendum the word "Act" refers to the *Pension Benefits Act* (Ontario) and the word "Regulation" refers to the *Ontario Regulation R.R.O. 1990, Reg. 909*, being the *Pension Benefits Act Regulation* under the Act.
2. For the purposes of this Addendum all words used herein shall have the meaning provided in the Act or the Regulation, as applicable.
3. Notwithstanding anything to the contrary contained in the RSP contract, including this Addendum forming a part thereof, "spouse" refers to a person who is recognized as spouse or common law partner for the purposes of any provision of the Income Tax Act (Canada) respecting a registered retirement savings plan ("RRSP").
4. The Trustee affirms that the money in the LIRA, including all investment earnings, shall be invested in a manner that complies with the rules for the investment of money in a registered retirement savings plan pursuant to the Income Tax Act (Canada) and the Regulation, and that no part of the money shall be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Annuitant or the parent, brother, sister or child of the Annuitant or the spouse of any such person.
5. An immediate or deferred life annuity that is purchased with funds from the LIRA shall not differentiate on the basis of the sex of the beneficiary where the LIRA resulted from the transfer of the commuted value of a pension benefit which value was determined in a manner that did not differentiate on the basis of sex.
6. The Annuitant states (check the box that applies) that the commuted value of the pension benefit transferred to the LIRA:
  - was determined on a basis that differentiated on the basis of sex.
  - was not determined on a basis that differentiated on the basis of sex.
7. Except as permitted in section 49 or 67 of the Act or in sections 22.2 to 22.4 of the Regulations, money in the LIRA will not be commuted, withdrawn or surrendered in whole or in part, during the lifetime of the Annuitant and any transaction that contravenes same is void.
8. Except as permitted by subsection 65(3) of the Act, no money in the LIRA will be assigned, charged, anticipated or given as security and any transaction that contravenes same is void.
9. Prior to maturity, the money transferred to the LIRA, in whole or in part, may be transferred to:
  - a. a registered pension plan,
  - b. another locked-in retirement account ("LIRA"),
  - c. purchase an immediate or deferred life annuity described in subsection 21(2.1) of the Regulations that is provided by a person authorized under the laws of Canada or a province to sell annuities under an insurance contract that meets the requirements of section 22 of the Regulations and subsection 146 (1) of the *Income Tax Act (Canada)*,
  - d. a life income fund ("LIF"), or
  - e. locked-in retirement income fund ("LRIF").
10. The Trustee shall advise in writing any subsequent transferee that the amount transferred must be administered as a pension or deferred pension under the Act and the Regulation and as a retirement income under the *Income Tax Act (Canada)*.
11. The Trustee shall not permit any subsequent transfer except,
  - a. where the transfer is permitted under the Act and the Regulations, and
  - b. the subsequent transferee agrees to administer the amount transferred as a pension or deferred pension in accordance with the Act and the Regulations and as a retirement income under the Income Tax Act (Canada).
12. If the assets in the LIRA consist of identifiable and transferable securities, the Trustee may transfer, with the consent of the Annuitant, the securities.
13. If the Annuitant is a member of former member of a pension plan and if the Annuitant dies before the balance of the LIRA is used to purchase the life annuity, the Annuitant's spouse or, if there is none or if the spouse is otherwise disentitled, the Annuitant's estate is entitled to receive a benefit equal to the value of the assets in the LIRA.
14. For the purposes of paragraph 13, the spousal of the Annuitant is to be determined on the date of death of the Annuitant.
15. A spouse whose is living separate and apart from the Annuitant on the date of the Annuitant's death is not entitled to receive the benefit provided in for paragraph 13 hereof.
16. The spouse of the Annuitant may waive his or her entitlement to receive the survivor's benefits provided in for paragraph 13 hereof, by delivering to the Trustee a written waiver in a form approved by the Superintendent.
17. A spouse who has delivered a waiver to receive the survivor's benefits provided in for paragraph 13 hereof, may revoke it by delivering a written and signed notice of cancellation to the Trustee before the date of the death of the Annuitant.
18. If the beneficiary is eligible, the benefit described in paragraph 13 hereof may be transferred to a RRSP, before the maturity date prescribed or required for in paragraph 146(2) (b.4) of the Income Tax Act (Canada), or to a RRIF in accordance with the Income Tax Act (Canada).
19. The Trustee shall, upon the Annuitant written request, permit the payment of an amount where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act, which amount shall not exceed the amount paid into the LIRA or paid under the said LIRA and the application form must be accompanied by one of the following documents:
  - a. a written statement from the administrator of the pension plan from which money was transferred into the LIRA setting out the excess amount that was transferred into the LIRA; or
  - b. a written statement from the Canada Revenue Agency setting out the excess amount that was transferred into the LIRA.
20. The Annuitant may withdraw all the money in the LIRA if, when the Annuitant signs the application, the Annuitant is at least 55 years of age, and
  - a. the value of all assets in all LIFs, locked-in retirement income fund and locked-in retirements accounts owned by the Annuitant is less than 40% of the Years Maximum Pensionable Earnings for that calendar year; and
  - b. for the purpose of a., the value is to be determined in accordance with the most recent statement about each fund or account given to the Annuitant. Each such statement must be dated within one year before the Annuitant signs the application.
21. The Annuitant may withdraw all the money in the LIRA if, when the Annuitant signs the application :
  - a. the Annuitant has an illness or physical disability that is likely to shorten the Annuitant's life expectancy to less than two years; and
  - b. the Annuitant provides a statement signed by a physician who is licensed to practise medicine in a jurisdiction in Canada that, in the opinion of the physician, the Annuitant has an illness or physical disability that is likely to shorten his life expectancy to less than two years.
22. The Annuitant may, upon application in accordance with this paragraph, withdraw all the money in the LIF, if
  - a. when the Annuitant signs the application he is a non-resident of Canada;
  - b. the application is made at least 24 months after his date of departure from Canada; and
  - c. the Annuitant provides a written determination from the Canada Revenue Agency that the person is a non-resident for the purposes of the Income Tax Act (Canada).
23. The Trustee shall upon the Annuitant written request withdraw the amount authorized by the Superintendent in accordance with the paragraph 67(5), in the form of a lump sum payment, monthly instalments, or a combination of both, if the Annuitant provides the Trustee with, within 12 months following his signature, the said consent.
24. The Trustee is entitled to rely upon the information provided by the Annuitant and make the payment or the transfer which the Annuitant is entitled to in accordance with paragraphs 19 to 23 hereof, only if
  - a) the application is made on a form approved by the Superintendent; and
  - b) the application form is signed by the Annuitant and accompanied by ,
    - (i) a declaration in accordance with subsection 22.1(2) of the Regulation about a spouse, signed by the Annuitant or by his or her spouse within 60 days before the Trustee receives it; or
    - (ii) a statement signed attesting the fact that none of the money in the LIRA is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.
25. Subject to the date of maturity of the investments, The Trustee shall, if the application meets the requirements, to pay the amount to which the Annuitant is entitled under sections 19 to 24 of the Addendum, within 30 days receipt of the application.
26. The Trustee hereby affirms the provisions contained in the LIRA, and that the conditions of this Addendum will take precedence over other provisions in the LIRA in the case of conflicting or inconsistent provisions.

NAME OF ANNUITANT: \_\_\_\_\_

SIGNATURE OF ANNUITANT: \_\_\_\_\_

DATE: \_\_\_\_\_, 20

DATE: \_\_\_\_\_, 20

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE