

**PROVINCE OF NEWFOUNDLAND & LABRADOR
ADDENDUM TO THE LOCKED-IN RETIREMENT INCOME FUND (LRIF)**

Annuitant's Name (Please print)

Social Insurance Number

LRIF Account Number

Upon receipt of locked-in funds, the Trustee further agrees to, and the Annuitant acknowledges, the following:

1. **Definitions.** In this Addendum:

- (a) **Act** means the *Income Tax Act* (Canada), as amended from time to time;
- (b) **LIF** means a "LIF" or "life income fund" as defined in Pension Legislation;
- (c) **life annuity** means "life annuity contract", as defined in Pension Legislation that conforms with the Act and Pension Legislation and for greater certainty will not commence payment until the person who is to receive the benefit has reached the earlier of age 55 or the earliest date on which that person would have been entitled to receive a pension benefit under the RPP from which the money was transferred;
- (d) **LIRA** means a "LIRA" or "locked-in retirement account" as defined in Pension Legislation and, where those terms are not defined, means a registered retirement savings plan that satisfies the conditions under Pension Legislation for receiving funds that originate from an RPP;
- (e) **LRIF** means an "LRIF" or "locked-in retirement income fund" as defined in Pension Legislation;
- (f) **Pension Legislation** means the *Pension Benefits Act, 1997* (Newfoundland & Labrador) and its Regulations and Directives, governing locked-in funds transferred or to be transferred to the Fund directly or indirectly from an RPP;
- (g) **RPP** means a registered pension plan governed by Pension Legislation or established by other legislative authority;
- (h) **Spouse** means "principal beneficiary", as defined in Pension Legislation in the context of a LRIF, who will be either a "spouse" or "cohabiting partner" as those terms are defined in Pension Legislation; provided, however, it only includes a person recognized as a spouse or common-law partner for the purposes of the Act;
- (i) **Trustee** means Canadian Western Trust Company;
- (j) The terms "Annuitant" and "Fund" shall have the same meanings as are given to them in the Declaration of Trust; and
- (k) Words defined in Pension Legislation have the same meanings in this Addendum unless otherwise defined herein.

2. **Compliance.** If locked-in funds are transferred or will be transferred to the Fund, directly or indirectly, from an RPP, the additional provisions of this Addendum form part of the Declaration of Trust. In case of any inconsistency between this Addendum and the Declaration of Trust, this Addendum will apply. Where required by Pension Legislation, the Trustee has filed the Declaration of Trust (including this Addendum) with and caused it to be accepted by the appropriate pension authorities in Canada. The Trustee will comply with all relevant provisions of Pension Legislation.

Subject to paragraphs 5, 6, 12, 13, 17, 18 and 20 of this Addendum, all money, including all investment earnings, that is subject to any transfer to or from the Fund as defined by the Declaration of Trust, is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and Pension Legislation.

3. **Transfers to the Fund.** Only property representing locked-in funds originating, directly or indirectly, from an RPP, a LIRA, a life annuity the capital of which originated from an RPP, or another source permitted by the Act and Pension Legislation from time to time, may be transferred to the Fund. The Trustee will not accept any transfers to the Fund from a source or in circumstances not permitted by Pension Legislation.
4. **Investments.** The investments held in the Fund must comply with the investment rules imposed by the Act for a registered retirement income fund. The Fund may not directly or indirectly hold any mortgages where the mortgagor is the Annuitant, or the Spouse, parent, brother, sister or child of the Annuitant, or the spouse of a parent, brother, sister, or child of the Annuitant.
5. **Withdrawals.** Subject to paragraphs 6, 10, 12, 13, 17, 18 and 20 of this Addendum, no withdrawal, commutation or surrender of property is permitted in respect of this Fund except as may be permitted by the Act and Pension Legislation from time to time. Any such payment may only be made after the Trustee receives a waiver, if required by Pension Legislation, from the Spouse in the form and manner required by Pension Legislation. Any transaction that is contrary to this paragraph is void.
6. **Disability Payments.** The Annuitant may withdraw the property of the Fund as a lump sum payment or series of payments where the life expectancy of the Annuitant is likely to be shortened considerably due to mental or physical disability, as evidenced by the written opinion of a qualified medical practitioner. The payment or payments may only be made after the Trustee receives a waiver from the Spouse and the Annuitant in the form and manner required by Pension Legislation.
7. **Fiscal Year of the Fund.** The fiscal year of the Fund ends on December 31 of each year and will not exceed 12 months.
8. **Value of the Fund.** For the purpose of a transfer of assets, the purchase of a life annuity contract, a payment or transfer on the death of the Annuitant, or transfer to the Spouse on marriage break-up, the value of the contract shall be the aggregate market value of the securities held in the Fund as of the market closing immediately prior to such payment or transfer.

The Trustee, to establish the value of the Fund, will use a recognized pricing service, contact the issuer for value, or use the Financial Post or other leading financial papers. In the case of a purchase of a life annuity, all assets would be sold at market value on the date of sale.
9. **Annual Information Statement.** The Trustee will provide the Annuitant with the information as specified in Pension Legislation.
10. **Payment of Income.** The Annuitant will be paid an income, the amount of which may vary annually and which will commence not later than the last day of the second fiscal year of the Fund. The Annuitant is to establish the amount of income to be paid during each fiscal year of the Fund at the beginning of that fiscal year and after the receipt of the information as outlined in Pension Legislation. If the Annuitant fails to establish the amount of income to be paid during each fiscal year of the Fund, the minimum amount required to be paid under the Act shall be deemed to be the amount to be paid.

Payments must not commence before the earlier of age 55 or the earliest date on which the Annuitant could receive a pension under Pension Legislation or the originating pension plan from which money was transferred.

11. **Determination of Income to be Paid.** The amount of income paid during a fiscal year of the Fund may not be less than the minimum amount required to be paid under the Act and will not exceed the maximum amount, being the greatest of:
- (a) the investment return earned in the immediately previous fiscal year of the Fund;
 - (b) if the payment is being made in the fiscal year in which the Fund was established or in the fiscal year immediately following its establishment, 6% of the value of Fund at the beginning of that fiscal year;
 - (c) the income, gains, and losses earned from the time the Fund was established to the end of the most recently completed year and, with respect to any money in the Fund that is derived directly from money transferred from a LIF, the income, gains, and losses earned in the final fiscal year of the LIF under the LIF, less the sum of all income paid to the Annuitant; and

except that if the maximum amount is less than the minimum amount, the minimum amount prevails.

12. **Additional Temporary Income.** Subject to paragraph 11, the Annuitant may apply for additional temporary income where:
- (a) the total pension income received by the Annuitant for the calendar year in which the application is made, calculated as B, is less than 40 percent of the year's maximum Pensionable earnings (YMPE) under the Canada Pension Plan (CPP) for the calendar year in which the application is made; and
 - (b) the Annuitant has not yet reached the age of 65 at the beginning of the fiscal year in which the application is made.

The amount of the additional temporary income paid out in a fiscal year may not exceed the maximum in the following formula:

Maximum Temporary Income = A – B

in which

A = 40 percent of the YMPE under the CPP for the calendar year in which the application is made

B = the total pension income to be received by the Annuitant for the calendar year in which the application is made for all LIFs, LRIFs, life annuities, and pension plans governed by Pension Legislation or established by or governed by an Act of Canada or a Province, except income from a pension under the Canada Pension Plan.

Such application by the Annuitant:

- (a) must be made in the form and manner required by Pension Legislation,
- (b) if the Annuitant is a former member of the RPP from which the locked-in funds were directly or indirectly transferred to the Fund and if the Annuitant has a Spouse, must be accompanied by a waiver by the Spouse, in the form and manner required by Pension Legislation, and
- (c) must be submitted to the Trustee at the beginning of the fiscal year of the Fund, unless otherwise permitted by the Trustee.

13. **Income to be Paid Out in the Initial Year.** For the initial fiscal year of the Fund, the minimum amount to be paid, as referred to in paragraph 11 of this Addendum, will be set at zero and the maximum amount specified in paragraphs 11 and 12 will be adjusted in proportion to the number of months in the fiscal year divided by 12, with any part of an incomplete month counting as one month.

14. **Transfers In During the Fiscal Year.** Where the money in the Fund is derived from money transferred, directly or indirectly, during the first fiscal year from another LRIF or LIF of the Annuitant, the maximum amount in paragraphs 11 and 12 of this Addendum is equal to zero with respect to that money, except to the extent that the Act requires the payment of a higher amount.

If, in any fiscal year of the Fund, an additional transfer is made to the Fund and that additional transfer has never been under a LRIF before, an additional withdrawal will be allowed in that fiscal year. This additional amount of withdrawal will not exceed the maximum amount that would be calculated under this Addendum if the additional transfer were being transferred into a separate LRIF and not this Fund, with paragraph 12 applying.

15. **Payments after Marriage Breakdown.** The property of the Fund may be subject to division under family law and Pension Legislation. The Trustee will make a payment or payments out of the Fund to the extent and in the manner permitted or required by applicable law:

- (a) to effect a division of property, provided the payment is made pursuant to a court order, marriage contract or separation agreement under applicable marital property legislation; or
- (b) pursuant to an execution, seizure, attachment or other process of law in satisfaction of an order for support or maintenance.

16. **Beneficiary Designation.** The designation of a person other than the Annuitant's Spouse as the beneficiary of the Fund will not be valid if the Annuitant has a Spouse who is entitled to survivor benefits under the Fund because of Pension Legislation.

17. **Death of Annuitant.** Following the death of the Annuitant, the property of the Fund will be paid to the surviving Spouse of the Annuitant unless the surviving Spouse is not entitled to survivor benefits under Pension Legislation. If Pension Legislation permits or requires the surviving Spouse to receive a life annuity rather than a lump sum payment, the surviving Spouse may instruct the Trustee to transfer the property of the Fund to a LIRA, LIF, LRIF, or life annuity, as permitted by Pension Legislation and paragraph 60(l) of the Act.

If there is no surviving Spouse or where the surviving Spouse waives the spousal entitlement in the form and manner required by Pension Legislation, the property of the Fund will be paid to the person designated as beneficiary of the Fund, or if no such person has been designated, to the legal representative of the deceased Annuitant's estate.

If the Annuitant is not a former member of the RPP from which locked-in funds were transferred directly or indirectly to the Fund, the property of the Fund will be paid to the person designated as beneficiary of the Fund, or if no such person has been designated, to the legal representative of the deceased Annuitant's estate. The Trustee will provide the person entitled to receive the balance of the Fund with the information as specified in Pension Legislation, as of the date of death of the Annuitant.

18. **Transfers from the Fund.** Subject to any restrictions imposed by the Act and Pension Legislation, and after payment to the Annuitant of the minimum amount for the year, the property of the Fund may be transferred to an RPP, a LIRA, a LIF or LRIF, or used to purchase a life annuity in accordance with paragraph 60(l) of the Act. Where the Fund holds identifiable and transferable securities, the transfer or purchase may, unless otherwise stipulated, at the option of the Trustee and with the consent of the Annuitant, be effected by remittance of the investment securities of the Fund. The Trustee will make the transfer within 30 days of the later of the receipt from the Annuitant of the properly documented transfer request and the maturity of the investment to be transferred.

Before transferring property of the Fund, the Trustee will:

- (a) confirm that the transfer is permitted under Pension Legislation and the Act;
- (b) write to the issuer of the recipient plan to notify it of the locked-in status of the property being transferred and the pension legislation that governs the property;
- (c) not permit the transfer unless the issuer of the recipient plan agrees to administer the transferred property according to Pension Legislation;
- (d) the issuer of the recipient plan is on the list of financial institutions maintained by the Superintendent of Pensions of Newfoundland & Labrador; and
- (e) the recipient plan is on the list of LIRAs, LIFs, or LRIFs, maintained by the Superintendent of Pensions of Newfoundland & Labrador.

If the Trustee does not comply with the above, and the issuer of the recipient plan fails to pay the money transferred in the form of a pension or in the manner required or permitted by Pension Legislation, the Trustee will provide or ensure the provision of the pension in a manner and in an amount that would have been provided had such property not been paid out.

Where property is being transferred to a LIF or an LRIF, the Annuitant's Spouse must provide a consent or waiver in the form and manner required by Pension Legislation.

The Trustee will provide the Annuitant with the information as specified in Pension Legislation, as of the date of the transfer.

If, prior to the transfer, the minimum required payment for the fiscal year, by reason of the application of paragraph 11, has not been satisfied, the Trustee will withhold adequate funds to satisfy this minimum payment requirement in accordance with paragraph 146.3(2)(e.1) or (e.2) of the Act.

19. **Life Annuity.** In addition to the rules imposed by the Act, a life annuity purchased with the property of the Fund must comply with Pension Legislation. A life annuity purchased with the property of the Fund must be established for the Annuitant's life. However, if the Annuitant has a Spouse on the date payments under the life annuity begin, the life annuity must be established for the lives jointly of the Annuitant and the Annuitant's Spouse, unless the Annuitant and/or the Spouse (as stipulated in Pension Legislation) has provided a waiver, if required by Pension Legislation, in the form and manner required by Pension Legislation. Where the surviving Spouse is entitled to payments under the life annuity after the Annuitant's death, those payments must be at least 60 percent of the amount to which the Annuitant was entitled prior to the Annuitant's death. The life annuity may not differentiate based on gender except to the extent permitted by Pension Legislation.
20. **Option to Withdraw Small Balances.** The Annuitant may apply to the Trustee for a lump sum payment equal to the value of the entire contract if, on the date the Annuitant signs the application:
- (a) the value of all assets in all LIFs, LRIFs, and LIRAs owned by the Annuitant and governed by Pension Legislation is less than 10 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year, or
 - (b) (i) the Annuitant has reached the earlier of age 55 or the earliest date on which the Annuitant would have been entitled to receive a pension benefit under the RPP from which the money was transferred, and

- (ii) the value of the Annuitant's assets in all LIFs, LRIFs, and LIRAs governed by Pension Legislation is less than 40 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year.

Such application by the Annuitant must be in the form and manner required by Pension Legislation, and, if the Annuitant has a Spouse on the date the Annuitant signs the application, must be accompanied by a waiver by the Spouse, in the form and manner required Pension Legislation.

- 21. **Payments or Transfers Contrary to Pension Legislation.** If property is transferred or paid out of the Fund contrary to Pension Legislation or this Addendum, the Trustee will ensure that the Annuitant receives a life annuity in an amount and, if required by Pension Legislation, in a manner that would have been provided if the property had not been transferred or paid out of the Fund.
- 22. **Spousal Waiver.** The Annuitant's Spouse may waive the right to a life annuity as the surviving Spouse and may revoke the waiver. The Annuitant's Spouse must give the waiver before payments under the life annuity begin in the form and manner stipulated by Pension Legislation.
- 23. **Prohibition.** The property of the Fund may not be assigned, charged, alienated, anticipated or given as security or subjected to execution, seizure or attachment, except as permitted by Pension Legislation. A transaction that is contrary to this paragraph is void.
- 24. **Amendments.** From time to time, the Trustee may amend the Declaration of Trust (including this Addendum), if the amendment does not disqualify the Fund as a LRIF and if the amendment is filed with and approved by Canada Revenue Agency and provincial authorities. The Trustee will provide the Annuitant with 90 days written notice (including notice of the Annuitant's entitlement to transfer the property out of the Fund) of any amendment that reduces benefits under the Fund. Such notice shall be sent by registered mail to the Annuitant's address as set out in the Trustee's records.

Signature of Annuitant

Date

Accepted by:
Canadian Western Trust Company
600 – 750 Cambie Street
Vancouver, BC V6B 0A2

Authorized Signature

TO BE COMPLETED BY THE ANNUITANT:

CURRENT MARITAL STATUS:

(This data is necessary in order to complete prescribed government forms.)

- Single Married Common law Divorced Separated

Spousal Information:

Name: _____

SIN: _____ Birth Date: _____