

**ADDENDUM TO RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST FOR LOCKED-IN PENSION
TRANSFERS
TO A LOCKED-IN RETIREMENT ACCOUNT ("LIRA")**

(Newfoundland & Labrador LIRA)

- ☐ **Assante Capital Management Ltd. Self-Directed Retirement Savings Plan (RSP 418-077)**
- ☐ **Assante Financial Management Ltd. Self-Directed Retirement Savings Plan (RSP 418-075)**

Upon receipt of locked-in money, Canadian Western Trust Company (the "Trustee") further declares as follows:

- 1** For the purposes of this Addendum, the word "Act" means the Pension Benefits Act (Newfoundland and Labrador), the word "Directives" means the Directives issued under the Act, and the word "Regulations" means the Regulations made under the Act (the Act, Directives and Regulations collectively referred to as the "Applicable Pension Legislation").
- 2** For the purposes of this Addendum, the words "cohabiting partner", "former member", "former spouse", "life income fund", "locked-in retirement account", "locked-in retirement income fund", "member", "pension", "pension benefit", "pension plan", "principal beneficiary", "spouse" and "Superintendent" have the same meanings as are respectively given to these words in the Applicable Pension Legislation.
- 3** For the purposes of the Addendum, the word "owner" means the member or former member of a pension plan who is the annuitant (as defined in subsection 146(1) of the Income Tax Act (Canada)) of the Plan and, unless otherwise stated, includes the principal beneficiary or former principal beneficiary of the member or former member if the principal beneficiary or former principal beneficiary is entitled to a pension benefit as a result of the death of the member or former member or as a result of marriage breakdown.
- 4** Notwithstanding anything to the contrary contained in this Addendum, including any endorsements forming a part thereof, "spouse" does not include any person who is not recognized as a spouse or common law partner for the purposes of any provision of the Income Tax Act (Canada) respecting retirement savings plans registered under the Income Tax Act (Canada).
- 5** Subject to the provisions of this Addendum, all money in the Plan, including all investment earnings thereon (collectively the "Locked-in Amount") that is subject to any transfer to or from the Plan 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 Applicable Pension Legislation.
- 6** The Locked-in amount shall not be withdrawn from the Plan, except:
 - (a) prior to maturity, to transfer the money to a pension fund of a registered pension plan under which the owner is a member;
 - (b) prior to maturity, to transfer the money to another locked-in retirement account ("LIRA") of the owner;
 - (c) to purchase a life annuity contract that is provided by a person authorized under the laws of Canada or a province to sell annuities as defined in subsection 146(1) of the Income Tax Act (Canada) under an insurance contract that meets the requirements of Directive No. 4 and Directive No.6, commencing not before the person who is to receive the pension benefit obtains the earlier of:
 - (i) age of 55 years, or
 - (ii) the earliest date on which the former member is entitled to receive a pension benefit under a pension plan from which the money was transferred to the Plan as a result of termination of employment or termination of the pension plan.

- (d) to transfer the money to a life income fund (“LIF”) that meets the requirements of Directive No. 5; or
 - (e) to transfer the money to a locked-in retirement income fund (“LRIF”) that meets the requirements of Directive No.17.
- 7.** The Locked-in Amount may not be assigned, charged, anticipated or given as security and any transaction purporting to assign, charge, anticipate or give as security the Locked-in Amount is void, except as permitted by section 37 of the Regulations.
 - 8.** Except as provided in Part VI of the Act, the Locked-In Amount shall not be commuted or surrendered during the lifetime of the owner and any transaction purporting to surrender or commute the Locked-In Amount is void.
 - 9.** The Locked-in Amount shall be invested in a manner that complies with the rules of investment pertaining to registered retirement savings plans contained in the Income Tax Act (Canada); and will not be invested directly or indirectly in any mortgage in respect of which the mortgagor is the owner or the parent, brother, sister or child of the owner or the principal beneficiary of any of those persons.
 - 10.** If money is paid out contrary to the Applicable Pension Legislation, the Trustee will provide or ensure the provision of a pension benefit equal in value to the pension benefit that would have been provided had the money not been paid out.
 - 11.** The Trustee shall not permit any subsequent transfer of the Locked-in Amount, except,
 - (a) where the transfer would be permitted under the Act or the Income Tax Act (Canada); and
 - (b) the transferee financial institution agrees to administer the amount transferred as a pension benefit in accordance with the Act.
 - 12.** The Trustee will advise any transferee financial institution in writing that the Locked-in Amount transferred must be administered as a pension benefit under the Applicable Pension Legislation.
 - 13.** The pension benefit payable to a former member who has a principal beneficiary at the date the pension commences shall be a joint and survivor pension benefit with at least 60% continuing to be payable to the survivor for life after the death of either unless the principal beneficiary waives the entitlement in the form and manner prescribed by the Superintendent.
 - 14.** On the death of a former member who has a principal beneficiary, the surviving principal beneficiary, or where there is no surviving principal beneficiary, a designated beneficiary, or where there is no designated beneficiary, the estate of the member or former member is entitled to a lump sum payment of the full value of the Plan.
 - 15.** Where the owner is not a former member, the full value of the Plan shall be paid to the designated beneficiary or, where there is no beneficiary, to the owner’s estate.
 - 16.** Money that is not locked-in will not be transferred to or held under the Plan.
 - 17.** The Plan is subject, with necessary modifications, to the division of pension benefits on marriage breakdown provisions in Part VI of the Act. Any division of the Locked-in Amount shall be effected in compliance with paragraph 146(16)(b) of the Income Tax Act (Canada).
 - 18.** Notwithstanding any provision contained herein, the Trustee shall upon receipt of the annuitant’s written request, refund to the taxpayer any amount paid to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada).

- 19.** Notwithstanding any provision contained herein, the owner may withdraw money as a lump sum or series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the owner is likely to be shortened considerably, but where the owner is a former member of a pension plan such payment may only be made if the principal beneficiary of the former member has waived the joint and survivor pension entitlement in a form and manner prescribed by the Superintendent.
- 20.** Notwithstanding any provision contained herein, on application by the owner to the Trustee for payment, a lump sum payment equal to the value of the Plan may be made to the owner if, at the time that the owner signs the application, the following conditions are met,
- (a) the value of all assets in all LIRAs, LIFs and LRIFs owned by him or her and governed by the Applicable Pension Legislation is less than 10% of the year's maximum pensionable earnings ("YMPE") under the Canada Pension Plan ("CPP") for that calendar year; or
 - (b) (i) the owner has reached the earlier of age 55 or the earliest date on which the owner would have been entitled to receive a pension benefit under a pension plan from which money was transferred, and (ii) the value of the owner's assets in all LIRAs, LIFs and LRIFs governed by the Applicable Pension Legislation is less than 40% of the YMPE under the CPP for that calendar year.
- 21.** 21. An application for payment under section 20 of this Addendum shall be
- (a) on a form approved by the Superintendent, and
 - (b) accompanied by a waiver by the principal beneficiary of a former member of a pension plan of joint and survivor pension entitlement, in the form and manner required by the Superintendent.
- 22.** If the owner has not provided the Trustee with the necessary documentation to commence a pension, the Trustee will, before the end of the calendar year in which the owner attains the age of 71 years, or such other age as prescribed by the Income Tax Act (Canada):
- (a) purchase an immediate life annuity contract for the owner which meets the requirements set out in paragraph 6(c) of this Addendum; or
 - (b) transfer the balance of the Plan to a LIF under which the owner is the annuitant,
- and the owner hereby appoints the Trustee as its attorney in fact to execute all such documents and to make all such elections as are necessary to effect the foregoing.
- 23.** Where the commuted value of a pension benefit which was transferred to the Plan was determined in a manner that did not differentiate on the basis of sex, the immediate or deferred life annuity purchased with the funds in the arrangement shall not differentiate on the basis of the sex of the recipient.
- 24.** The provisions contained in this Addendum may be amended by the Trustee at any time and from time to time, provided that any such amendment shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Income Tax Act (Canada) and any applicable provincial income tax legislation (the "Applicable Tax Legislation"), and provided that such amendments are consistent with the continued compliance of the Plan with the Applicable Pension Legislation. Amendments so made shall take effect on the first day following 30 days notice thereof by mail to the owner at his address appearing on the records of the Trustee.
- 25.** Notwithstanding the provision of section 24 of this Addendum, the Plan may be amended from time to time without notice to the owner in order that the Plan complies with the Applicable Pension Legislation and the Applicable Tax Legislation.
- 26.** The Trustee hereby affirms the provisions contained in the Declaration of Trust.

- 27.** The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust, in the case of conflicting or inconsistent provisions.
- 28.** The Plan, as amended by this Addendum, shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador.