

# Addendum to the Retirement Savings Plan Declaration of Trust establishing a Locked-In Registered Retirement Savings Plan Federal (LIRSP)

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;

“**Maximum Unlocking Amount**” means the sum of M + N where:

M = the total amount of the expenditures that I expect to make on medical or disability related treatment or adaptive technology for the calendar year, and

N = is the greater of zero and the amount determined by the formula P-Q,

where;

P = 50% of the YMPE, and

Q = two thirds of my total expected income for the calendar year determined in accordance with the *Income Tax Act* (Canada), excluding withdrawals in the calendar year for financial hardship from the Plan and any other LIRSP or any RLIF, LIF or RLSP I hold.

“**Pension Act**” means the *Pension Benefits Standards Act, 1985* of Canada, as 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 Fund from time to time;

“**Regulation**” means the *Pension Benefits Standards Regulations, 1985* in force under the Pension Act, as changed or replaced from time to time; and

“**Spouse**” means the individual who is considered to be my spouse or common-law partner, as the case may be, according to section 2 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” or “common-law partner” 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.

“**Survivor**” means (a) if there is no person described in paragraph (b), my spouse at the time of my death, or (b) my common-law partner at the time of my death.

“**YMPE**” means the year’s maximum pensionable earnings as defined in the *Canada Pension Plan*.

As well, the words “deferred life annuity”, “financial institution”, “immediate life annuity”, “life income fund (“LIF)”, “locked-in registered retirement savings plan (“LIRSP)”, “restricted life income fund (“RLIF)”, “restricted locked-in savings plan (“RLSP)” and “pension benefit credit” have the same meanings given to them in the Pension Act and the Regulation.

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. **LIRSP:** The Trustee will maintain the Plan as an LIRSP according to the requirements of the Pension Act, the Regulation and the *Income Tax Act* (Canada).
4. **Valuation:** The method and factors used to establish the value of the Plan, including the valuation method used to establish its value on my death or on the transfer of Property from the Plan, are set out in the Declaration of Trust.

5. **Transfers from the Plan:** The Property in the Plan may only be:
  - (a) transferred to another LIRSP;
  - (b) transferred to a registered pension plan, including any registered pension plan that is under provincial jurisdiction or organized and administered to provide pension benefits to employees in excepted employment if the recipient registered pension plan permits such a transfer and administers the benefit attributed to the transferred Property as if the benefit were that of a registered pension plan member with two years of membership in the recipient registered pension plan, or to a pooled registered pension plan;
  - (c) used to purchase an immediate or deferred life annuity, in accordance with the definition of retirement income in subsection 146(1) of the *Income Tax Act* (Canada), provided the annuity commences by December 31 of the year in which I attain the maximum age for the commencement of a retirement income as prescribed by the *Income Tax Act* (Canada), the Pension Act and the Regulation from time to time; or
  - (d) transferred to a LIF or to a RLIF.
6. **No Withdrawals:** Subject to this Addendum, no withdrawal, commutation or surrender of Property in the Plan is permitted, except where an amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
7. **Survivor's Benefits:** Upon my death, the Property in the Plan shall be paid to my Survivor by:
  - (a) transferring the Property to another LIRSP;
  - (b) transferring the Property to a registered pension plan, including any registered pension plan that is under provincial jurisdiction or organized and administered to provide pension benefits to employees in excepted employment if the recipient registered pension plan permits such a transfer and administers the benefit attributed to the transferred Property as if the benefit were that of a registered pension plan member with two years of membership in the recipient registered pension plan, or to a pooled registered pension plan;
  - (c) using the Property to purchase an immediate or deferred life annuity, as stipulated in paragraph 60(1) of the *Income Tax Act* (Canada) and provided that, if at the time of transfer: (i) my Survivor has not yet attained the maximum age for the commencement of a retirement income as prescribed by the *Income Tax Act* (Canada), the Pension Act and the Regulation from time to time, the annuity is to commence by December 31 of the year in which my Survivor reaches that age; or (ii) my Survivor has attained the maximum age for the commencement of a retirement income as prescribed by the *Income Tax Act* (Canada), the Pension Act and the Regulation from time to time, the annuity is to commence immediately following the transfer; or
  - (d) transferring the Property to a LIF or to a RLIF.
8. **No Assignment:** Except as provided in subsection 25(4) of the Pension Act, the Property in the Plan may not be assigned, charged, anticipated or given as security and any transaction purporting to assign, charge, anticipate or give the Property as security is void.
9. **Differentiation on the Basis of Sex:** The pension benefit credit:
  - (a) accrued before 1987, if any, and transferred to the Plan was (was not); and
  - (b) accrued after 1986, if any, and transferred to the Plan was not;varied according to sex.

Where a pension benefit credit transferred to the Plan was not varied according to sex, an immediate or deferred life annuity purchased by the Property accumulated in the Plan shall not differentiate as to sex.
10. **Shortened Life Expectancy:** I may withdraw Property from the Plan as a lump sum where a physician certifies that owing to mental or physical disability my life expectancy is likely to be shortened considerably.
11. **Small Balance Unlocking:** In the calendar year in which I reach 55 years of age or, in any subsequent calendar year, I may withdraw Property from the Plan in a lump sum if I:
  - (a) certify that the total value of all assets in all my LIRSPs, LIFs, RLSPs, and RLIFs, created as a result of the transfer of pension benefit credits under the relevant provisions of the Pension Act, the Regulation, the *Pooled Registered Pension Plans Act* or the *Pooled Registered Pension Plans Regulations*, is less than or equal to 50% of the YMPE; and
  - (b) provide to the Trustee a copy of Form 2 and Form 3 of Schedule V to the Regulation.
12. **Non-Residency Unlocking:** Where I have ceased to be a resident of Canada for at least two consecutive calendar years, I may withdraw all or part of the Property from the Plan in a lump sum.

13. **Financial Hardship Unlocking:** I may withdraw Property from the Plan in a lump sum, up to the lesser of the Maximum Unlocking Amount and 50% of the YMPE, minus any amount withdrawn in the calendar year for reasons of financial hardship from the Plan and any other LIRSP, or any LIF, RLSP, or RLIF, provided that:
- (a) I certify that I have not made any withdrawals in the calendar year for reasons of financial hardship from the Plan and any other LIRSP, or any LIF, RLSP, or RLIF other than within the last 30 days before the certification;
  - (b) if the value of M under the Maximum Unlocking Amount is greater than zero,
    - (i) I certify that I expect to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of my total expected income for that calendar year determined in accordance with the *Income Tax Act* (Canada), excluding any withdrawals within the calendar year for reasons of financial hardship from the Plan and any other LIRSP, LIF, RLSP, or RLIF; and
    - (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required; and
  - (c) I provide to the Trustee a copy of Form 1 and Form 2 of Schedule V to the Regulation.

Account number	First and last name of plan owner (print)	Date (dd-mm-yyyy)
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