

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

## Quebec (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 *Supplemental Pension Plans Act* of Québec, 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 Plan from time to time;

“**Regulation**” means the *Regulation Respecting Supplemental Pension Plans* 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 according to section 85 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”)**” and “**RRSP**” 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. **LIRA:** The Trustee will maintain the Plan as a LIRA according to the requirements of the Pension Act, the Regulation and the *Income Tax Act* (Canada).

4. **Transfers to the Plan:** The only sums that may be transferred into the Plan are sums originating, directly or initially, from
  - (a) the fund of a registered pension plan governed by the Pension Act;
  - (b) a supplemental pension plan governed by an Act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
  - (c) a supplemental pension plan established by an Act emanating from the Parliament of Québec or from another legislative authority;
  - (d) a LIF referred to in section 18 of the Regulation;
  - (e) an annuity contract referred to in section 30 of the Regulation and in accordance with subsection 146(1) of the *Income Tax Act (Canada)*; or
  - (f) another LIRA.
5. **Conversion to Life Pension:** Except as provided in paragraphs 6, 11, 15 and 16 of this Addendum, the balance in the Plan may only be converted into a life pension guaranteed by an insurer and established for the duration of my life alone or for the duration of my life and the life of my Spouse. The life pension must be an annuity of a type permitted under subsection 146(1) of the *Income Tax Act (Canada)* and the applicable provision of the *Taxation Act (Québec)* and assignment in whole or in part of any such pension shall not be permitted. The periodic amounts paid under that pension must be equal unless each amount to be paid is uniformly increased by reason of an index or a rate provided for in the contract or uniformly adjusted by reason of a seizure effected on my benefits, a redetermination of my pension, partition of my benefits with my Spouse, the payment of a temporary pension under the conditions provided for in section 91.1 of the Pension Act or the election provided for under paragraph 3 of the first paragraph of section 93 of the Pension Act.
6. **Survivor's Benefits:** Where I am a former member or a member and I die prior to the conversion of the balance in the Plan into a registered pension, upon my death, the balance of the Plan will be paid to my Spouse or, failing that, to my successors.
7. **Time for Conversion to Life Pension:** I may require the conversion of the balance in the Plan into a life pension at any time, in accordance with the definition of retirement income in subsection 146(1) of the *Income Tax Act (Canada)*, unless the term agreed to for the investments has not expired.
8. **Joint Pension:** Where I am a member or former member, upon my death, the balance in the Plan may not be converted into a pension guaranteed by an insurer unless a life pension equal to at least 60% of the amount of my pension, including during the replacement period the amount of any temporary pension, is granted to my Spouse who has not waived it.

9. **Spousal Waiver:** My Spouse may, by giving written notice to the Trustee, waive the right to receive the payment provided for in paragraph 6 of this Addendum or the pension provided for in paragraph 8 of this Addendum and may revoke such a waiver by transmitting to the Trustee a written notice to that effect before, in the case referred to in paragraph 6, my death or, in the case referred to in paragraph 8, the date of conversion of the total balance in the Plan into a life pension.
10. **No Entitlement:** My Spouse shall cease to be entitled to the benefit provided for in paragraphs 6 or 8 of this Addendum, upon separation from bed and board, divorce, annulment of marriage or, if we were not married, upon cessation of our conjugal relationship, unless I have transmitted to the Trustee the notice provided for in section 89 of the Pension Act.
11. **Transfers from the Plan:** I may transfer, in whole or in part, the balance of the Plan to
- (a) a registered pension plan governed by the Pension Act;
  - (b) a supplemental pension plan governed by an Act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
  - (c) a supplemental pension plan established by an Act emanating from the Parliament of Québec or from another legislative authority;
  - (d) a LIF referred to in section 18 of the Regulation;
  - (e) a LIRA referred to in section 29 of the Regulation;
  - (f) an annuity contract referred to in section 30 of the Regulation and in accordance with subsection 146(1) of the *Income tax Act (Canada)*,
- provided the term agreed to for the investments has not expired.
12. **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)* and any equivalent provision in the *Taxation Act (Québec)*.
13. **Unpaid Alimony:** The seizable portion of the balance of the Plan may be paid in a lump sum in execution of a judgment rendered in favour of my Spouse that gives entitlement to a seizure for unpaid alimony.
14. **Non-residents:** I may require that the total balance of the Plan be paid to me in a lump sum provided that:
- (a) the term agreed to for the investments has not expired; and
  - (b) I have not resided in Canada for at least two years.

15. **Shortened Life Expectancy:** I may withdraw all or part of the Property in the Plan and receive a payment or a series of payments where a physician certifies that my physical or mental disability reduces my life expectancy.
16. **Small Pensions:** The entire balance in the Plan may be paid in lump-sum to me on application to the Trustee, accompanied with a declaration in conformity with the one prescribed in schedule 0.2 of the Regulation, on the following conditions:
  - (a) I was at least 65 at the end of the year preceding the application; and
  - (b) the total of the sums credited to me in the registered retirement savings instruments mentioned in my declaration do not exceed 40% of the maximum pensionable earnings for the year in which I apply for payment, pursuant to the *Act Respecting the Québec Pension Plan* (Québec).
17. **Information Statements:** I am entitled to receive from the Trustee, at least once a year, a statement indicating the sums deposited to the Plan, their source, the accumulated earnings, the fees, if applicable, debited since the last statement and the balance in the Plan.
18. **Payments Contrary to Pension Act:** Where a sum is paid from the Plan contrary to the provisions of the Plan or the Regulation, I may, unless the payment is attributable to a false declaration by me, require the Trustee to pay to me, as a penalty, a sum equal to the irregular payment.
19. **Amendments:** The Trustee may not make any amendment to the Declaration of Trust that would entail a reduction of the benefits under the Plan unless I am entitled, before the date of the amendment, to transfer the balance in the Plan and I have received, at least 90 days before the date on which I may exercise that entitlement, a notice indicating the subject of the amendment and the date from which I may exercise that entitlement.
20. **Identifiable Securities:** The transfers referred to in paragraphs 11 and 19 of this Addendum may, at the Trustee's option and unless otherwise stipulated, be effected by remittance of the investment securities respecting the Plan.
21. **Permitted Amendments:** The Trustee may not, except to fulfil requirements under law, make any amendments to the Declaration of Trust, other than those provided for in paragraph 19 of this Addendum without having previously notifying me, however, the Trustee may amend the Plan to the extent that it remains in conformity with the standard LIRA contract amended and registered with the Régie des rentes du Québec.

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Plan Number

\$ \_\_\_\_\_  
Amount of Original Contribution

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Plan Owner

\_\_\_\_\_  
Print First and Last Name of Witness  
Owner

\_\_\_\_\_  
Print First and Last Name of Plan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Insurance Number



\_\_\_\_\_  
Accepted by **Fidelity Clearing Canada ULC** as  
Agent for The Royal Trust Company