



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

### Saskatchewan (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 Pension Benefits Act, 1992* of Saskatchewan, 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;

**"PRPP"** means a pooled registered pension plan as defined in *The Pooled Registered Pension Plans (Saskatchewan) Act*;

**"Registered Pension Plan"** means a "plan", as that term is defined in the Pension Act;

**"Regulation"** means *The Pension Benefits Regulations, 1993* 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 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" 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 **"contract"**, **"life annuity contract"**, **"locked-in retirement account contract ("LIRA")"**, **"pension"**, **"registered retirement income fund contract ("RRIF")"** 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 from the Plan:** Subject to this Addendum, no transfer out of Property from the Plan is permitted except:
- to another LIRA;
  - to purchase a life annuity contract, 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;
  - to purchase a RRIF;
  - to a Registered Pension Plan on the conditions referred to in paragraph 32(2)(a) of the Pension Act;

- to a pooled retirement savings account contract on the conditions set out in subsection 16(19) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*; and
- to a pooled retirement income account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*.

Notwithstanding the above, if I was a member of the Registered Pension Plan or PRPP from which the Property in the Plan was transferred, and have a Spouse when I elect to transfer Property pursuant to clause (e) above, no transfer shall be made unless my Spouse waives his or her entitlement to a pension that complies with section 34 of the Pension Act by delivering a written and signed waiver in Form 3 to the Trustee before the transfer.

- 5. 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).
- 6. Small Pensions:** I may, upon application, withdraw the Property in the Plan as a lump sum if the Property in the Plan does not exceed 20% of the year's maximum pensionable earnings as defined in the *Canada Pension Plan* (Canada) for the year in which the withdrawal occurs and the Trustee is satisfied that I have no other locked-in money.
- 7. Non Residency:** I may, upon completing and filing the relevant prescribed forms, and subject to and in accordance with section 29(8.3) of the Pension Act, withdraw the Property in the Plan as a lump sum if I am a non resident of Canada as determined for the purposes of the *Income Tax Act* (Canada) and have not resided in Canada for at least two consecutive years, and I have written evidence that the Canada Revenue Agency has made that determination.
- 8. Financial Hardship:** I may, upon completing and filing the relevant prescribed forms, and subject to and in accordance with sections 29.01 to 29.05 of the Pension Act, withdraw all or part of the Property in the Plan as a lump sum or a transfer to a registered retirement savings plan:
- if my expected total income from all sources, before taxes, for the 12 months after the date on which the application for withdrawal is signed by me is 66 2/3 % or less of the Year's Maximum Pensionable Earnings for the year in which the application is signed;
  - if I have, or my Spouse, my dependant or a dependant of my Spouse has, incurred or will incur medical expenses and those medical expenses are not paid by, and are not subject to reimbursement from, any other source;
  - if I have, or my Spouse has, received a written demand with respect to arrears in the payment of rent for my or my Spouse's principal residence, and I or my Spouse could face eviction if the arrears remain unpaid;
  - if I have, or my Spouse has, received a written demand with respect to a default on a debt that is secured against my or Spouse's principal residence, and I or my Spouse could face eviction or legal action if the amount in default remains unpaid; or
  - if I require the money to pay the first month's rent, security deposit or pet damage deposit required to be paid to obtain a principal residence for me or my Spouse.
- 9. Shortened Life Expectancy:** Subject to paragraph 13 [Failure to Comply] of this Addendum, I may withdraw a lump sum or series of payments, for the purposes of subsection 39(2) of the Pension Act, where a physician certifies that due to mental or physical disability my life expectancy is shortened considerably.

- 10. Investment of Property:** The Property in the Plan will be invested in a manner that complies with the rules for the investment of an RRSP pursuant to the *Income Tax Act* (Canada).
- 11. Indemnity:** Where Property in the Plan is paid out contrary to the Pension Act, the Regulation or this Addendum, the Trustee will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the Property not been paid out.
- 12. Conditions for Transfer:** The Trustee will, before transferring out Property from the Plan pursuant to paragraph 4 of this Addendum, advise the transferee in writing of the locked-in status of the Property and make acceptance of the transfer subject to the conditions provided for in the Regulation.
- 13. Failure to Comply:** If the Trustee does not comply with paragraph 12 of this Addendum and the transferee fails to pay the Property transferred in the form of a pension or in the manner required by the Regulation, the Trustee will provide or ensure the provision of the pension referred to in paragraph 11 of this Addendum.
- 14. Joint Pension:** The pension to be provided to me, where I:
- (a) was a member of the Registered Pension Plan or PRPP from which the Property was transferred; and
  - (b) have a Spouse at the date when the pension commences;
- shall comply with section 34 of the Pension Act, unless my Spouse waives the entitlement in the manner and in the form required by the Pension Act and the Regulation, and this form is filed with the Trustee.
- 15. Transfer of Survivor's Benefits:** Where I was a member of the Registered Pension Plan or PRPP from which the Property in the Plan was transferred, upon my death, to the extent permitted by the *Income Tax Act* (Canada):
- (a) my surviving Spouse is entitled to the Property in the Plan;
  - (b) if I do not have a surviving Spouse, my designated beneficiary is entitled to the Property in the Plan,
  - (c) if I do not have a surviving Spouse or a designated beneficiary, my estate is entitled to the Property in the Plan; and
  - (d) the Property in the Plan will be transferred to my surviving Spouse, the designated beneficiary or my estate in accordance with paragraphs 16 to 19 of this Addendum.
- 16. Survivor's Benefits:** If my surviving Spouse is entitled to the Property in the Plan pursuant to paragraph 15(a) of this Addendum, my Surviving Spouse may elect:
- (a) to transfer the Property in the Plan in accordance with subsection 32(2) of the Pension Act; or
  - (b) to receive a lump sum payment equal to the Property in the Plan.
- 17. Survivor's Benefits (No Surviving Spouse):** If I do not have a surviving Spouse at the time of my death, a lump sum payment equal to the Property in the Plan to which my surviving Spouse would have been entitled pursuant to paragraph 16 of this Addendum will be paid:
- (a) to my designated beneficiary; or
  - (b) if I do not have a designated beneficiary, to my estate.
- 18. Waiver of Survivor's Benefits:** At any time before my death, my Spouse:
- (a) may waive his or her entitlement pursuant to paragraph 16 of this Addendum by delivering a written and signed waiver in Form 0.1 of the Appendix to the Regulation to the Trustee; and
  - (b) may revoke the waiver delivered pursuant to clause (a) of this paragraph of this Addendum by delivering a written and signed notice of revocation to the Trustee.
- 19. Survivor's Benefits (Waiver in Effect):** If a waiver pursuant to paragraph 18 of this Addendum is in effect on the date of my death, paragraph 17 of this Addendum applies as if I died leaving no surviving Spouse.
- 20. Division on Spousal Relationship Breakdown:** The Plan is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Pension Act.
- 21. Separate Accounts:** No money that is not locked-in under the Pension Act will be transferred to or held under the Plan unless the locked-in money is to be held in a separate account that will contain only locked-in money.
- 22. Commencement of Pension:** I must commence receipt of a pension before the end of the calendar 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 Regulation from time to time.
- 23. Attachment Allowed:** The Property in the Plan is subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan).
- 24. Procedure on Attachment:** Where an amount has been attached pursuant to paragraph 23 of this Addendum:
- (a) the Trustee will deduct from the Property in the Plan:
    - (i) an amount, not to exceed \$250, that reasonably represents the Trustee's cost of complying with the attachment;
    - (ii) the total amount of taxes, if any, that are required to be deducted or withheld as a result of the attachment; and
    - (iii) the lesser of: (A) the amount attached; and (B) the remainder of the Property in the Plan;
  - (b) I have no further claim or entitlement to any pension respecting the amount attached; and
  - (c) the Trustee is not liable to any person by reason of having made payment pursuant to an attachment mentioned in paragraph 23 of this Addendum.
- 25. Differentiation on the Basis of Sex:** Property in the Plan must not subsequently be used to purchase a life annuity contract that differentiates on the basis of sex unless the money transferred to the Plan came from a policy, as defined by the Pension Act and the Regulation, in existence before 1993. If such is the case, a life annuity purchased with the Property may (may not) vary according to sex.
- 26. No Assignment:** Subject to paragraphs 20 and 23 of this Addendum, the balance of the Property in the Plan may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment and any transaction that purports to assign, charge, alienate or anticipate the balance of the Property is void.

March 2022

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