



## Saskatchewan Addendum to Contracts for a Locked-In Retirement Account (LIRA)

The owner (undersigned) has applied to B2B Trust (the "Trustee") for a locked-in retirement account (the "Fund") to receive and hold locked-in pension assets as per *The Saskatchewan Pension and Benefits Act, 1992* (the "Act"). The owner and the Trustee agree that this Addendum forms part of the Declaration of Trust for the Fund as follows:

Notwithstanding any term in this Addendum or the Declaration of Trust, the Fund shall be maintained as a locked-in retirement account that conforms with the Act, the Regulation and the *Income Tax Act* (Canada).

### **Interpretation**

1. For the purposes of this Addendum the word "Regulation" means *The Pension Benefits Regulations, 1993* (Saskatchewan).
2. For the purpose of this Addendum the words used herein will have the same meaning provided as those words in the Act and the Regulation. The titles used herein are used for convenience only and do not affect any rights or liabilities under this Addendum or the Declaration of Trust.
3. The word "spouse" means:
  - i) a person who is married to a member or former member; or
  - ii) if a member or former member is not married, a person with whom the member or former member is cohabiting as spouses at the relevant time and who has been cohabiting continuously with the member or former member as his or her spouse for at least one year prior to the relevant time;

Notwithstanding the terms of this Addendum, the term "spouse" does not include any person who is not recognized as a spouse or a common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting a Registered Retirement Savings Plan (RRSP).

### **Assets transferred into the Fund**

4. No assets that are not locked-in will be transferred to or held under the Fund. All such transfers must comply with the *Income Tax Act* (Canada).
5. The owner declares that he or she is either a former member of a registered pension plan, or a surviving spouse or former spouse of a former member, from where the locked-in assets originate.

### **Investment of Fund assets**

6. The assets of the Fund will be invested in a manner that complies with the rules for the investment of RRSP assets contained in the *Income Tax Act* (Canada) and the regulations under 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 of the Fund or the parent, brother, sister or child of the owner or the spouse of any of those persons.

### **No assignment of Fund assets**

7. Subject to explicit terms of the Act or the Regulation, all assets, including interest, gains and losses, that are subject to or from the Fund are 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 the Regulation.
8. Subject to the explicit exceptions terms of the Act or the Regulation, no withdrawal, commutation or surrender of Fund assets is permitted except where an amount is required to be paid to the owner to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).

### **Spousal interest**

9. The Trustee hereby acknowledges that the pension to be provided to the owner who:

- i) was a member of the plan from which the assets were transferred; and,
- ii) has a spouse at the date when the pension commences;

shall comply with section 34 of the Act, unless the spouse waives the entitlement in the manner and in the form required by the Act and the Regulation except that a waiver of entitlement shall be filed with the Trustee to its satisfaction.

10. The Fund shall be subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.

11. The money in the Plan is subject to attachment for the purpose of enforcing a maintenance order as defined in Saskatchewan's *The Enforcement of Maintenance Orders Act*.

12. Where an amount has been attached pursuant to this Addendum, the Trustee shall deduct from the assets in the Fund:

- i) an amount, not to exceed \$250.00, that reasonably represents the cost to the Trustee 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 assets in the Fund.

13. Where an amount has been attached pursuant to this Addendum, the owner has no further claim or entitlement to any pension respecting the amount attached and the Trustee is not liable to any person by reason of having made payment pursuant to an attachment.

14. Subject to explicit exceptions in the Act and the Regulation, the assets of the Fund 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 money is void.

### **Shortened life expectancy withdrawal**

15. A lump sum or series of payments for the purposes of subsection 39(2) of the Act, may be made to the owner, where a physician certifies to the Trustee's satisfaction that due to mental or physical disability the life expectancy of the owner is shortened considerably.

### **Small amount withdrawal**

16. Assets in the Fund may be withdrawn as a lump sum where the amount of assets in the Fund does not exceed the amount mentioned in subsection 29(8.1) of the Regulation.

17. The Trustee shall not permit a small amount withdrawal pursuant to this Addendum unless the Trustee is satisfied that the owner has no other locked-in money.

### **Transfers of assets out of the Fund**

18. Subject to explicit exceptions set-out in the Act or the Regulation, no transfer of assets from the Fund is permitted except:

- i) to another LIRA that conforms with section 29 of the Regulation;
- ii) to purchase a life annuity contract as stipulated in section 146(1) of the *Income Tax Act* (Canada);
- iii) to purchase a Prescribed Registered Retirement Income Fund (PRRIF) that conforms with section 29.1 of the Regulation; or,
- iv) to a plan on the conditions referred to in clause 32(2)(a) of the Act.

19. The owner must commence receipt of a pension or transfer the assets of the Fund as per this Addendum before the end of the calendar year in which the owner of the contract attains the age of 71 years or greater age as per the *Income Tax Act* (Canada). If the owner does not provide instruction to the Trustee prior to the deadline set-out herein, the Trustee will transfer the assets of the Fund to a PRRIF for the benefit of the owner. If the Trustee does not receive instruction related to this transfer, the Trustee shall not be responsible for any related losses, including administrative expenses.

20. The Trustee, before transferring assets out of the Fund to a pension plan or other financial institution for a PRRIF, LIRA or life annuity, will advise the transferee in writing of the locked-in status of the assets and make acceptance of the transfer subject to the conditions provided for in the Regulation.

21. If the Trustee does not comply with its obligation in respect of a transferee and the transferee fails to pay the money 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 this Addendum.

22. The Trustee reserves the right to process all payments or transfers out of the Fund subject to any withholding taxes, deductions, the deduction of costs and the terms of each investment.

23. If the owner receives assets that were related to the Fund from a subsequent transferee in violation of the Act or the Regulation, the Fund or subsequent fund or transferee has a right of action against the recipient for such assets.

#### **Improper Payout**

24. Where assets of the Fund are paid out contrary to the Act, the Regulation or this Addendum, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the assets not been paid out.

#### **Death of owner**

25. On the death of an owner who was a member of the plan from which the assets were transferred, the assets in the Fund will be transferred to the surviving spouse and if there is no surviving spouse, or if such surviving spouse has waived the spouse's entitlement, to the satisfaction of the Trustee, by delivering a signed waiver in Form 0.1 of the Regulation to the Trustee prior to the death of the owner member that has not been revoked as per clause 29(4.4)(b) of the Regulation the designated beneficiary of the owner, or, if there is no designated beneficiary, the estate of the owner. Such entitlement shall be paid as a lump-sum payment equal to the Fund assets unless an entitled spouse elects, to the satisfaction of the Trustee, within one hundred and eighty (180) days following proof of death of the owner member being provided to the Trustee elects to transfer the locked-in assets in accordance with section 32(2) of the Act. An entitled spouse that fails to make a timely election is deemed to have elected to receive a lump-sum payment.

#### **Differentiation based on sex of owner**

26. A life annuity contract purchased with the assets of the Fund may not vary according to the sex of the owner, except where the money was transferred originally from a pension plan prior to January 1, 1993 and the plan permitted such a distinction.

#### **Amendment of this Addendum**

27. The Trustee may amend the terms of this Addendum. The Trustee will provide the owner with thirty (30) days'

notice of any such amendment unless required by the Act, the Regulation or *Income Tax Act* (Canada) to make amendments on a shorter deadline.

**Precedence of Addendum and indemnity for the benefit of the Trustee**

28. The Trustee and the owner hereby affirm the provisions contained in the Declaration of Trust, and that the conditions of this Addendum will take precedence over other provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.

29. If the Trustee is to be required to make any payments out of the Fund under conditions not provided for under this Addendum, the owner will indemnify, release and hold harmless the Trustee. This indemnity will be binding on the owner's legal representatives, heirs, assigns and successors.

30. The owner hereby acknowledges receipt of a copy of this Addendum.

Please send completed Addendum to :  
B2B Trust  
**130 Adelaide Street West, Suite 200, Toronto, Ontario M5H 3P5**  
**Toll Free: 1.800.263.8349 or locally at 416.947.7427**  
**b2btrust.com**

Signature of Guarantee

  
B2B Trust Authorized Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Name of Annuitant (owner)

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Signature of Annuitant (owner)

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Date (mm/dd/yyyy)