

ADDENDUM FOR LOCKED-IN RETIREMENT INCOME FUND (LRIF)

Pursuant to the *Pension Benefits Act, 1997* (Newfoundland & Labrador)

BMO RETIREMENT INCOME FUND (RIF 076)

BMO RETIREMENT INCOME FUND (ADVISOR) (RIF 062)

Plan Carrier – BMO Trust Company

100 King St. W., 41st Floor, Toronto, Ontario M5X 1H3

Acting through its Agent, Bank of Montreal or BMO Investments Inc., as applicable.

Customer Name: _____

Branch Transit: _____

Account #: _____

Upon receipt of locked-in pension assets pursuant to the *Pension Benefits Act, 1997* (Newfoundland & Labrador), and in accordance with the Planholder's instructions to transfer the assets to an Newfoundland & Labrador locked-in retirement income fund, the Plan Carrier and Planholder agree that the provisions of this Addendum are appended to and form additional terms of the declaration of trust for the above-named retirement income fund.

1. **Pension Legislation.** For the purposes of this Addendum, the word "Act" means the *Pension Benefits Act, 1997* (Newfoundland & Labrador), the word "Regulations" means the *Pension Benefits Act* Regulations made under the Act and the word "Directive" means the *Directives* made under the Act.
2. **Definitions.** All terms in this Addendum which are used in the Act, Regulations or Directives have the same meaning as under the Act, Regulations or Directives. In this Addendum, "Plan" means the above-named retirement income fund, governed by the declaration of trust and the additional terms of this Addendum. "Planholder" means the planholder, accountholder or annuitant under the declaration of trust and application form and includes the "owner" as that term is used in Directive No.17. "Locked-In Assets" means all the assets in the Plan at any time and includes any interest or other earnings realized or accrued to that time.
3. **Spouse, Cohabiting Partner and Principal Beneficiary.** The word "Spouse" means a person who:
 - (a) is married to the Planholder,
 - (b) is married to the Planholder by a marriage that is voidable and has not been voided by a judgment of nullity, or
 - (c) has gone through a form of a marriage with the Planholder, in good faith, that is void and is cohabiting or has cohabited with the Planholder within the preceding year.

The word "Cohabiting Partner" means a person who:

- (a) in relation to a Planholder who has a Spouse, is not the Spouse of the Planholder who has cohabited continuously with the Planholder in a conjugal relationship for not less than 3 years, or
- (b) in relation to a Planholder who does not have a Spouse, has cohabited continuously with the Planholder in a conjugal relationship for not less than 1 year

and is cohabiting or has cohabited with the Planholder within the preceding year.

The word "Principal Beneficiary" means the Spouse of a Planholder or where the Planholder has a Cohabiting Partner, the Planholder's Cohabiting Partner.

Notwithstanding anything to the contrary contained in the Plan, for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement income funds, "Spouse", "Cohabiting Partner" and "Principal Beneficiary" do not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

4. **Division of Pension Benefits on Marriage Breakdown.** The Plan is subject, with any necessary modifications, to the division of pension benefits on marriage breakdown provisions in Part VI of the Act.

5. **Transfers into the Plan.** The only assets that may be transferred into the Plan are assets originating, directly or indirectly, from:
- (a) the pension fund of a registered pension plan that conforms with the Act and the Regulation;
 - (b) a Locked-In Retirement Account (LIRA) that conforms with Directive No. 4;
 - (c) Life Income Fund (LIF) that conforms with Directive No. 5; or
 - (d) another Locked-In Retirement Income Fund (LRIF) that conforms with Directive No. 17.

Any transfer into the Plan must be on a tax-deferred basis under the *Income Tax Act* (Canada).

6. **Who May be a Planholder – Consent of Principal Beneficiary.** The following persons may become a Planholder under a Plan with this Addendum:

- (a) a member or former member of the pension plan who has obtained the written consent of his or her Principal Beneficiary, if any; or
- (b) the Principal Beneficiary or former Principal Beneficiary of a 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.

7. **Transfers Out of the Plan.** The Planholder may transfer any or all of the Locked-In Assets:

- (a) to another LRIF that conforms with Directive No. 17;
- (b) to a LIF that conforms with Directive No. 5;
- (c) in accordance with paragraph 60(l) of the *Income Tax Act* (Canada), to purchase a life annuity contract that meets the requirements of the Superintendent;
- (d) before December 31st of the year in which the Planholder reaches the age at which a pension benefit is required to begin under the *Income Tax Act* (Canada), to transfer the money to a LIRA that conforms with Directive No. 4; or
- (e) Before December 31st in the year in which the Planholder reaches the age at which a pension benefit is required to begin under the *Income Tax Act* (Canada), to the pension fund of a registered pension plan subject to the Act or to a registered pension plan subject to the pension benefits legislation of a designated province, as defined in the Act, or of Canada.

In accordance with paragraphs 146.3(2)(e) and (e.2) of the *Income Tax Act* (Canada), the Plan Carrier will retain sufficient Locked-In Assets to satisfy the requirement to pay the minimum amount to the Planholder for the year.

8. **Investment and Value of Locked-In Assets.** The Locked-In Assets shall be invested and re-invested on the direction of the Planholder as provided in the declaration of trust. The value of the Locked-In Assets at any time will be determined by the Agent's regular reporting practice.
9. **Fiscal Year of Plan.** The fiscal year of the Plan ends on December 31 of each year and must not exceed 12 months.
10. **Payment Out of the Plan.** Payment out of the Plan must not begin before the earlier of age 55 or the earliest date on which the Planholder who is the member could receive a pension benefit under the Act or the originating pension plan from which the Locked-In Assets were transferred. Payment must not begin later than the last day of the second fiscal year.
11. **Amount and Frequency of Payments.** The Planholder must notify the Plan Carrier by instructions of the amount and frequency of the payments for each fiscal year. If the Planholder does not give instructions as to the amount of the payments or instructs an amount less than the minimum amount for the fiscal year, the minimum amount prescribed for a registered retirement income fund under the *Income Tax Act* (Canada) will be paid. If the Planholder does not give instructions as to the frequency of the payments, the amount will be paid in one payment at the end of the fiscal year.

The instructions must be given within a reasonable time prior to the beginning of the fiscal year to which they relate, or at another time if the Plan Carrier agrees. With the consent of the Plan Carrier, the Planholder may change the amount and frequency of the payments or request additional payments by instructing the Plan Carrier.

If the Planholder provided instructions regarding the amount and frequency of payments in a prior year, the Plan Carrier or the Agent may continue to apply these instructions to the payment of future amounts (assuming that these instructions remain acceptable under the applicable legislation and that the Planholder does not provide any new instructions).

The Planholder must give the Plan Carrier instructions as to which of the Locked-In Assets to sell where required in order to ensure there is sufficient cash in the Plan to make the payments. If the Plan Carrier does not receive the instructions within a reasonable time before a payment is required,

the Plan Carrier may sell any of the Locked-In Assets that the Plan Carrier, in its discretion, considers appropriate to provide the required cash; and the Plan Carrier will not be liable for any loss that may result from this action, including but not limited to investment losses or diminution of the Locked-In Assets, or for any related investment or administration expenses.

12. **Amount of Annual Income.** The amount of income paid out of the Plan during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds under the *Income Tax Act* (Canada). The amount of income paid out of the Plan during a fiscal year must not exceed the “maximum”, being the greatest of:
- (a) the amount of the investment earnings, including any unrealized capital gains or losses, earned from the time the Plan was established to the end of the most recently completed fiscal year and, with respect to any Locked-In Assets that are derived directly from assets transferred from a LRIF or LIF, the amount of the investment earnings, including any unrealized capital gains or losses earned in the LRIF or LIF, in the complete fiscal year, less the sum of all income paid to the Planholder from the Plan;
 - (b) the amount of the investment earnings, including any unrealized capital gains or losses, of the Plan in the immediately previous fiscal year, and
 - (c) if the payment is being made in the fiscal year in which the contract was established or in the fiscal year immediately following its establishment, 6% of the fair market value of the Plan at the beginning of that fiscal year.
13. **Additional Temporary Income.** Subject to paragraph 13 of this Addendum, the Planholder is entitled to receive additional temporary income. The application for additional temporary income shall be in the form prescribed by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by the written consent of the Principal Beneficiary of the former member. The application must be submitted to the Plan Carrier at the beginning of the fiscal year of the Plan, unless otherwise permitted by the Plan Carrier.

The Planholder may receive additional temporary income where:

- (a) the maximum amount of income the Planholder is entitled to receive for the calendar year in which the application is made, calculated as “B” under paragraph 13 of this Addendum, is less than 40% of the year’s maximum pensionable earnings (“YMPE”) under the *Canada Pension Plan* (“CPP”) for the calendar year in which the application is made; and
 - (b) the Planholder has not reached his or her 65th birthday at the beginning of the fiscal year in which the Planholder makes application for additional temporary income.
14. **Amount of Additional Temporary Income.** The amount of the additional temporary income paid out of the Plan in a fiscal year must not exceed the “maximum” using the following formula:

$$\text{Maximum Temporary Income} = A - B$$

in which

- A = 40% of the YMPE under the CPP for the calendar year in which an application is made; and
- B = the maximum amount of income the Planholder is entitled to receive from all LIFs, LRIFs, Life Annuity contracts and pension plans governed by the Act or the pension benefits legislation of a designated province, as defined in the Act, or of Canada, excluding income from a pension under the Canada Pension Plan and excluding any withdrawals due to financial hardship from a retirement savings arrangement, for the calendar year in which the application is made.

15. **Initial Year.** For the initial year of the Plan, the “maximum” in paragraphs 11 and 13 of this Addendum shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month.
16. **Maximum Where Assets Transferred from Another LIF or LRIF.** If a part of the Locked-In Assets corresponds to amounts transferred directly or indirectly from another LRIF or LIF of the Planholder during the fiscal year, the “maximum” in paragraph 11 and 13 of this Addendum shall be deemed to be zero in respect of the part transferred in.

Notwithstanding the foregoing, the Plan Carrier may allow money to be paid to the Planholder provided that the total amount received by the Planholder from all financial institutions in respect of that part transferred-in during the fiscal year does not exceed the “maximum” in paragraph 11 and 13 of this Addendum for that part. The Plan Carrier must receive information, in writing, from the prior financial institution(s) which confirms the amount already paid in the fiscal year in respect of that part of the LRIF.

17. **Withdrawal Where Shortened Life Expectancy.** Notwithstanding paragraphs 6, 9, 11, 12, and 13 of this Addendum, the Planholder may withdraw Locked-In Assets 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 Planholder is likely to be shortened considerably. But where the Planholder 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 provided by the Superintendent.

18. **Withdrawal Where Small Amount.** Notwithstanding paragraphs 6, 9, 11, 12, and 13 of this Addendum, the Planholder may withdraw all of the Locked-In Assets as a lump sum on application by the Planholder to the Plan Carrier for payment if, at the time the Planholder signs the application:

- (a) the Planholder has reached age 55 or the member or former member would have been entitled to receive a pension benefit under the pension plan from which money was originally transferred;
- (b) the value of all assets in all LRIFs, LIFs and LIRAs which are held by the Planholder subject to the Act is less than 40% of the YMPE for the calendar year in which the application is being made;
- (c) within the same fiscal year, the Planholder has not elected to receive additional temporary income under paragraph 12 or, where part of the LRIF corresponds to amounts transferred directly or indirectly from another LRIF or LIF, the Planholder has not elected to receive additional temporary income from that LRIF or LIF; and
- (d) within the same calendar year, the Planholder has not made a withdrawal due to financial hardship under paragraph 18 from the LRIF or, where part of the LRIF corresponds to amounts transferred directly or indirectly from a LIRA, LIF, or another LRIF, the Planholder has not made a withdrawal due to financial hardship from the original retirement savings arrangement.

An application under this paragraph shall be in the form approved by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by a waiver of the Principal Beneficiary of joint and survivor pension entitlements, in the form and manner required by the Superintendent.

19. **Withdrawal Due to Financial Hardship:** Notwithstanding paragraphs 6, 9, 11, 12, and 13 of this Addendum, the Planholder may withdraw an amount as provided by subparagraph 18(c) from the Locked-In Assets as a lump sum due to financial hardship, subject to the following:

- (a) An application for a withdrawal due to financial hardship under this paragraph must be made directly to the Plan Carrier;
- (b) The Planholder may apply for withdrawal due to financial hardship once within a calendar year for each category of financial hardship described in subparagraph 18(c)(i);
- (c) Subject to any requirements outlined in this section, a Planholder is eligible to complete an application to withdraw an amount not greater than the sum of the following amounts:
 - An amount as provided by one of the following categories:
 - **Low Income:** Where the Planholder's expected total income for the one-year period following the date on which the application is signed, from all sources other than the withdrawal amount, is not more than 66.66% of the YMPE for the calendar year in which the application is signed, the amount determined by subtracting 75% of the expected total income from 50% of the YMPE for the calendar year in which the application for the withdrawal is signed;
 - **Medical Expenses:** Where the Planholder is unable to pay for medical expenses incurred or to be incurred by the Planholder, the Planholder's Principal Beneficiary, or a dependent of either and the medical expenses are not paid by and are not subject to reimbursement from any other source, the amount required to pay such medical expenses;
 - **Disability-related Expenses:** Where the Planholder is unable to pay for disability-related expenses incurred or to be incurred by the Planholder, the Planholder's Principal Beneficiary, or a dependent of either and the expenses are not paid by and are not subject to reimbursement from any other source, the amount required to pay such disability-related expenses;
 - **Mortgage Payments:** Where the Planholder or the Planholder's Principal Beneficiary has received a written notice in respect of a default on a mortgage that is secured against the principal residence of the Planholder or the Planholder's Principal Beneficiary which will result in the foreclosure or power of sale if the default is not rectified, the amount required to rectify the default;

- **Rental Arrears:** Where the Planholder or the Planholder's Principal Beneficiary has received a written notice in respect of arrears in the payment of rent for the principal residence of the Planholder or the Planholder's Principal Beneficiary and the Planholder or the Principal Beneficiary could be evicted if the arrears remain unpaid, the amount required to pay the rental arrears; or
- **First Month's Rent and Security Deposit:** Where the Planholder is unable to pay the first month's rent and the security deposit required to rent a principal residence for the Planholder or the Planholder's Principal Beneficiary, the amount required to pay the first month's rent and the security deposit;
- And
 - (ii) The amount of any applicable tax required to be withheld by the Plan Carrier.

An application for withdrawal under this paragraph shall be:

- (d) On a form approved by the Superintendent and shall include any supporting documentation required by the Regulations, which are specified on the form; and
 - (e) Where the Planholder is a former member of a pension plan, accompanied by the written consent of the Principal Beneficiary of the former member, in the form and manner required by the Superintendent.
20. **Withdrawals due to Non-Residency:** Notwithstanding paragraphs 6, 9, 11, 12, and 13 of this Addendum, the Planholder may withdraw all of the Locked-In Assets as a lump sum where the Planholder provides the Plan Carrier with:
- (a) A statutory declaration in accordance with the *Evidence Act* (Newfoundland & Labrador) confirming they have resided outside of Canada for at least 2 consecutive calendar years and are residing outside of Canada on the date of signing the declaration; and
 - (b) Where the Planholder is a former member of a pension plan, the written consent of the Principal Beneficiary of the former member, in the form and manner required by the Superintendent.
21. **No Assignment etc.** Money payable under a Plan with this Addendum may not be assigned, charged, anticipated or given as security by the Planholder.
22. **Death of Planholder.** On the death of a Planholder who is a former member of a pension plan who has a Principal Beneficiary, the surviving Principal Beneficiary, or where there is no surviving Principal Beneficiary or the surviving Principal Beneficiary has waived entitlement in the form and manner required by the Superintendent, a designated beneficiary, or where there is no designated beneficiary, the estate of the member or former member is entitled to the full value of the Locked-In Assets as a lump sum.
- On the death of a Planholder who is not a former member of a pension plan, the full value of the Locked-in Assets shall be paid to the designated beneficiary or, where there is no designated beneficiary, to the Planholder's estate.
- The Trustee must receive satisfactory evidence of death, satisfactory evidence as to whether or not the Planholder had a spouse at the date of the Planholder's death, and any other documents as the Trustee may require.
23. **Survivors Benefit and Waiver.** The benefit payable to the Planholder who has a Principal Beneficiary at the date payments begin to be paid out under the Plan shall be a joint and survivor benefit with at least 60% continuing to be payable to the survivor for life after the death of the Planholder unless the Principal Beneficiary waives the entitlement in the form and manner required by the Superintendent.
24. **Transfers and Payments; Terms of Investments.** All transfers and payments from the Plan are subject to the terms of the investments and will be subject to the withholding of any applicable tax and deduction of all reasonable expenses, costs, fees and charges. Transfers and payments may be made in cash or in kind, in accordance with the instructions of the Planholder and subject to the terms of the investments and the requirements of the Plan Carrier or the Agent.
25. **Information to be Provided.** At the beginning of each fiscal year, the following information must be provided to the Planholder:
- (a) In relation to the previous fiscal year: the sums deposited, the amount of the investment earnings, including any unrealized capital gains or losses, the payments made out of the Plan and the expenses, costs, fees and charges against the Plan;
 - (b) The value of the assets in the Plan;

- (c) the minimum amount that must be paid out of the Plan to the Planholder during the current fiscal year;
- (d) the maximum amount of income under paragraph 11 that may be paid out of the Plan to the Planholder during the current fiscal year and;
- (e) If applicable, notification that the Planholder may be entitled to receive additional temporary income under paragraph 12 during the current fiscal year.

If the balance of the Locked-In Assets is transferred as described in paragraph 6 of this Addendum, the information described in clauses (a) to (e) must be provided to the Planholder determined as of the date of transfer. If the Planholder dies before the balance of the Locked-in Assets is used to purchase an immediate life annuity, the information described in clauses (a) to (e) must be provided to the person entitled to receive the balance of the Locked-In Assets determined as of the date of the Planholder's death.

26. **Indemnity.** Should the Plan Carrier and/or its Agent be required to make payments or to provide an annuity or a pension as a result of any Locked-In Assets being paid out or transferred otherwise than in accordance with the provisions of this Addendum, the Regulation, Directive No. 17 or as may be required by applicable law, the Planholder will indemnify and hold harmless the Plan Carrier and/or the Agent to the extent that Locked-In Assets were previously received by or accrued to the benefit of any of them or the Planholder's estate. This indemnity will be binding upon the Planholder's legal representatives, successors, heirs and assigns.

27. **Amendment.** No amendment shall be made to the Plan or this Addendum unless the Plan and this Addendum as amended remain in conformity with the Act, the Regulation and Directive No. 17 and with section 146.3 of the *Income Tax Act* (Canada).

An amendment that would result in a reduction of the Planholder's benefits under the Plan with this Addendum is permitted only where

- (a) the Plan Carrier is required by law to make the amendment; and
- (b) the Planholder is entitled to transfer the Locked-In Assets under the terms of the Plan with this Addendum that existed before the amendment is made.

The Plan Carrier will give the Planholder at least 90 days written notice and an explanation of any proposed amendment; and where the amendment would result in a reduction of the Planholder's benefits, the Plan Carrier must allow the Planholder at least 90 days after written notice of the nature of the amendment is given to transfer all or part of the Locked-In Assets. Notice of amendment must be sent by registered mail to the Planholder's address as set out in the records of the Plan Carrier or, subject to receiving the authorization of the Planholder, be delivered to the Planholder by electronic means provided that the e-communication is accessible by the Planholder and capable of being retained to be usable for subsequent reference.

28. **Headings and Renumbering.** Headings in this Addendum are for ease of reference only and do not affect its interpretation.

If any provision of the Pension or Income Tax Legislation referred to in this Addendum are renumbered due to a change in law, then that reference is considered to be updated to reflect the renumbering.

29. **Conflict between Legislation and Addendum.** If there is a conflict between the applicable Pension or Income Tax Legislation and this Addendum, the Legislation will prevail to the extent necessary to resolve the conflict.

Plan Carrier, by its Agent

Planholder:

Signature of Authorized Person

Date

Print Full Name

Signature of Planholder

Date

Version Control Date: May 2022

BMO Trust: NFR - 1114