

**LEAGUE SAVINGS & MORTGAGE (Addendum to RRSP)
RETIREMENT SAVINGS PLAN (DNR No. 421-1)**

AGREEMENT UNDER
THE PENSION BENEFITS STANDARDS ACT, 1985
FOR LOCKED-IN PENSION TRANSFERS TO
A Restricted Locked-in Savings Plan (RLSP)

WHEREAS the undersigned Applicant(Holder) has applied for a Retirement Savings Plan, as indicated above (hereinafter referred to as the Plan) carried by League Savings and Mortgage Company (the Carrier) to receive and hold funds governed by the Pension Benefits Standards Act, 1985 (the Act) and Regulations (the Regulations) thereto.

AND WHEREAS the Carrier has agreed to apply for registration of the Plan, as a Registered Retirement Savings Plan, with Canada Revenue Agency and to accept the funds referred to, and to deal with the plan as permitted by the Act and the Regulations and as requested by the Applicant.

NOW IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Applicant (Holder) and the Carrier that the full amount of funds originating from _____ Pension Plan to this Plan, inclusive of all future investment earnings and gains or losses accruing thereto, shall be governed firstly by the terms and provisions of this Agreement and thereafter by the Plan as approved by Canada Revenue Agency, from time to time.

Upon receipt of locked-in money the Carrier further declares as follows:

1. (a) For the purposes of this Addendum the word "Act" means the Pension Benefits Standards Act, 1985 ; the word "Regulations" means Regulations to the Act, as amended, being Regulations to the Pension Benefits Standards Act, 1985; and the "Tax Act" means the Income Tax Act (Canada).
 - (b) Numeric references throughout this Addendum refer to sections or sub-sections of the Regulations unless otherwise specified.
 - (c) the words "financial institution", "life income fund", "restricted life income fund", "locked-in registered retirement savings plan", "restricted retirement savings plan". "immediate life annuity", "deferred life annuity" "owner", "RRIF", "Life Annuity Contract", "Deferred Life-Annuity Contract", "Survivor" and "Member" have the same meanings as are respectively given to these words in the Act and or Regulations.
 - (d) Spouse has the same meaning as recognized in applicable pension and tax legislation and includes a common-law partner as defined in the Tax Act. Notwithstanding anything to the contrary contained in this Plan, including any endorsements forming a part thereof, "spouse" and "common-law partner" do not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting Registered Retirement Income Funds.
2. All money, including all investment earnings in the Plan may only be
 - (i) transferred to another restricted locked-in savings plan,
 - (ii) transferred to a restricted life income fund, or
 - (iii) used to purchase an immediate life annuity or a deferred life annuity, or
 - (iv) transferred to a plan if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years membership in the plan.
3. Such money may not be assigned, charged, anticipated or given as security except as provided in subsection 25(4) of the Act and any transaction purporting to assign, charge, anticipate or give such money as security is void.
 4. Such money will be invested in a manner that complies with the rules for the investment of RRSP money contained in the Income Tax Act (Canada) and the regulations there-under and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the owner (Holder) of the restricted

locked-in savings plan or the parent, brother, sister or child of the owner (Holder) of the restricted locked-in savings plan or the spouse or common-law partner of any such person.

5. The Carrier, before transferring money to another financial institution, shall advise the transferee financial institution in writing of the locked-in status of the money to be transferred and shall ensure that the transferee financial institution makes its acceptance of the transfer subject to the conditions provided for in this agreement.
6. On the death of the holder of the restricted locked-in savings plan, the funds in that fund shall be paid to the survivor of the holder by:
 - (i) transferring the funds to another restricted life income fund or to a life income fund,
 - (ii) transferring the funds to another restricted locked-in savings plan, or a locked-in registered retirement savings plan, or
 - (iii) using the funds to purchase an immediate life annuity or a deferred life annuity, or
 - (iv) transferring to a plan if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years membership in the plan.
7. Money that is not locked-in shall not be transferred to or held under a restricted locked-in savings plan unless the locked-in money is to be held in a separate account which will contain only locked-in money.
8. Where the commuted value of a pension benefit credit which was transferred to a restricted locked-in savings plan was determined in a manner that did not differentiate on the basis of sex, any immediate or deferred life annuity subsequently purchased with the funds in the deferred life income fund shall not differentiate on the basis of the sex of the recipient.
9. In the calendar year in which the holder of the restricted locked-in savings plan reaches 55 years of age or in any subsequent year, the funds may be paid to the holder in a lump sum if:
 - (i) the holder certifies that the total value of all assets in all locked-in registered retirement savings plans, life income funds, restricted locked-in savings plans and restricted life income funds that were created as a result of the transfer of pension benefit credits under section 26 of the Act or a transfer authorized by these Regulations is less than or equal to 50% of the Year's Maximum Pensionable Earnings, and
 - (ii) if the holder gives a copy of Form 2 and Form 3 of schedule V to the Carrier.
10. The holder of the restricted locked-in savings plan may withdraw an amount from that plan up to the lesser of the amount determined by the formula set out in subsection 20(1.1) and 50% of the Year's Maximum Pensionable Earnings minus any amount withdrawn in the calendar year under this paragraph from any restricted life income fund or under paragraph 20(1)(d), 20.1(1)(m) or 20.2(1)(m)
 - (i) if the holder certifies that the holder has not made a withdrawal in the calendar year under this paragraph-from any restricted locked-in savings plan - or under paragraph 20(1)(d), 20.1(1)(m) or 20.3(1)(m) other than within the last 30 days before this certification.
 - (ii) if, in the event that the value of M in subsection 20(1.1) is greater than zero,
 - (A) the holder certifies that the holder expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the holder's total expected income for that calendar year determined in accordance with the Income Tax Act, excluding withdrawals in the calendar year under this paragraph - from any restricted locked-in savings plan - or under paragraph 20(1)(d), 20.1(1)(m) or 20.3(1)(m), and
 - (B) a physician certifies that such medical or disability-related treatment or adaptive technology is required, and
 - (iii) if the holder gives a copy of Form 1 and Form 2 of Schedule V to the Carrier.

11. On or within a period after the death of the owner, if there is no survivor, the balance in the restricted locked-in savings plan shall be paid to or for the benefit of the designated beneficiary or, if there is no valid designation of beneficiary, the personal representatives of the estate in their representative capacity.
12. The method and factors that are to be used to establish the value of the restricted locked-in savings plan or the balance of the restricted locked-in savings plan for the purpose of
 - (a) a transfer of assets,
 - (b) the purchase of an immediate or deferred life annuity contract, and
 - (c) a payment or transfer on death of the owner.are
The current balance, as of the date of the transaction, of all individual deposits forming part of the particular restricted locked-in savings plan are added together and the resulting total is increased by any additional interest that is payable and reduced by any interest adjustments or fees that may apply.
13. The Carrier agrees to provide:
 - (a) to the owner, at the beginning of each fiscal year, information on
 - (i) the sums deposited, the investment income earned, and the fees, if any, charged against it during the previous year,
 - (ii) the balance in the restricted locked-in savings plan.
 - (b) to the owner, if the balance in the restricted locked-in savings plan is transferred, as of the date of the transfer; and
 - (c) to the person entitled to receive the balance, if the owner dies, the information described in clause (a) as of the date of death.
14. The restricted locked-in savings plan provides for the withdrawal of money as a lump sum where a physician certifies that due to mental or physical disability, the life expectancy of the owner is likely to be shortened considerably.
15. The restricted locked-in savings plan must comply with the conditions for registration under the Income Tax Act (Canada) and, once registered, must remain registered.

By execution of this Agreement the Carrier undertakes to administer the transferred funds and all subsequent earnings on these funds in accordance with the provisions of this agreement.

By execution of this Agreement the Applicant (Holder) hereby agrees to abide by the provisions stated and to waive any right to request amendment of the Contract or of this Agreement to receive any funds except as expressly provided for herein.

Applicant /Holder further certifies: (Strike out if not applicable)

I have no spouse

My spouse, _____ concurs in the transfer of funds from my deferred pension benefit to this plan as signified by his/her signature below.

Executed at the _____ of _____ in the Province of _____ this _____ day of _____, A.D. 20 _____.

By the Owner (Applicant) _____, Witness _____

CERTIFICATE BY SPOUSE

I, I, _____ spouse of the within applicant have been informed of the implications of this transfer and signify my agreement thereto by my signature given at the _____ of _____ in the Province of _____, this _____ day of _____ A.D. 20 _____.

Spouse _____ Witness _____

By: **League Savings and Mortgage Company** Per _____
Per _____

<p>Owner Identification (Please Print) _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Contract #: _____</p>
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Commuted Value of pension benefit transferred **did / did not** differentiate on the basis of sex.