

**LEAGUE SAVINGS AND MORTGAGE RETIREMENT SAVINGS PLAN
RSP 421-1**

**AGREEMENT UNDER
THE PROVINCE OF ONTARIO PENSION BENEFITS ACT
(and Regulations thereunder)
FOR PENSION ASSETS TRANSFERRED TO A LOCKED-IN RETIREMENT ACCOUNT (LIRA)**

CLIENT NAME: _____

ACCOUNT #: _____

Upon receipt of locked-in pension assets pursuant to the *Pension Benefits Act* (Ontario) ("the Act") and the Regulations ("the Regulations") and in accordance with the instructions of the Annuitant, League Savings and Mortgage ("the Financial Institution") has agreed to apply for the registration of the Plan, as a Retirement Savings Plan, with Canada Revenue Agency ("CRA") and to accept the funds referred to.

It is hereby understood and agreed, by and between the Annuitant and League Savings and Mortgage, that the full amount of locked-in funds transferred from the _____ Locked-in Retirement Account (LIRA),

Registered Pension Plan (RPP), Life Income Fund (LIF) to the Plan, inclusive of all future investment earnings and gains or losses accruing thereto, shall be governed by the terms and conditions of this Agreement and thereafter by the Plan as approved by CRA, from time to time, effective from the time of transfer of the locked-in funds to the Plan.

1. No funds transferred to the Plan, inclusive of future investment earnings and gains or losses accruing thereto, can be withdrawn except:
 - (a) To purchase a life annuity described in paragraph 2 of this Agreement provided by any company authorized to issue an insurance contract that meets the requirements of section 22 of the Regulations and subsection 146(1) or paragraph 60(l) of the *Income Tax Act*, (Canada).
 - (b) Prior to maturity, to transfer to the pension fund of a registered pension plan that conforms with the Act and the Regulations.
 - (c) Prior to maturity, to transfer the funds to another LIRA that meets the requirement of the Regulations;
 - (d) Prior to maturity, to transfer the funds to a LIF that meets the requirements of the Regulations, or
 - (e) Prior to maturity as may be required to comply with the requirement of paragraph 146(2)(c.1) of the *Income Tax Act*.
2. The income payable from an annuity that is purchased with funds from the Plan must not commence before the earlier of:
 - (a) the earliest date on which the former member is entitled to receive pension benefits under the Act as a result of termination of employment or termination of membership in any pension plan from which money was transferred into the LIRA;
 - (b) if the commuted value of a pension benefit that was transferred to a LIRA was determined in a manner that did not differentiate on the basis of sex, the annuity purchased with the funds in the Plan must not differentiate on the basis of the sex of the recipient;
- (c) not later than the RRSP maturity date provided in the *Income Tax Act*.
3. All funds transferred, inclusive of future investment earnings and gains or losses accruing thereto, shall not be assigned, charged, anticipated or given as security except as permitted by subsection 65(3) (that is, by an order under *Family Law Act* or by a domestic contract as defined in Part IV of the *Family Law Act*.) Any transaction purporting to assign, charge, anticipate or give the money in the account as security, except as expressly permitted by the Act, is void.
4. Money in the Plan is exempt from execution, seizure or attachment except in satisfaction of an order for support enforceable in Ontario to a maximum of one-half of the money payable.
5. Except as provided in Section 22.3 of the Regulation (Small Amounts at age 55) or Section 22.4 (Considerably Shortened Life Expectancy), or Subsection 67(5) of the Act (Financial Hardship), or Section 22.5 of the Regulation (Non-Resident), money transferred, inclusive of all future investment earnings and gains or losses accruing thereto, shall not be commuted or surrendered during the lifetime of the Annuitant and that any transaction purporting to surrender or commute the money transferred is void.
6. For purposes of a withdrawal from the Plan under Sections 22.3, 22.4 or 22.5 of the Regulation, any of the following documents constitutes a declaration about a Spouse:
 - (a) A statement signed by the Spouse, if any, of the Annuitant that the Spouse consents to the withdrawal or transfer,
 - (b) a statement signed by the Annuitant attesting to the fact that the Annuitant does not have a Spouse,

(c) a statement signed by the Annuitant attesting to the fact that the Annuitant is living separate and apart from his or her Spouse on the date the Annuitant signs the application to make the withdrawal or transfer.

7. The Financial Institution will not permit any subsequent transfer unless:

- (a) the transfer would be permitted under the Act and the Regulation, and
- (b) the subsequent transferee agrees to administer the amount transferred as a pension or deferred pension in accordance with the Act and the Regulations

The Financial Institution will advise any subsequent transferee in writing that the amount transferred must be administered as a pension or deferred pension under the Act and the Regulations.

8. On the death of the Annuitant, the spouse or common-law partner or, if there is no spouse or common-law partner, the beneficiary or the estate of the Annuitant, will be entitled to the full value of the Plan.

9. The Financial Institution will not accept any funds into the Plan that are not locked-in under the provisions of the Act.

10. The word "Spouse" means either of two persons who:

- (a) are married to each other, or
- (b) are not married to each other and are living together in a conjugal relationship,
 - (i) continuously for a period of not less than three years, or
 - (ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the *Family Law Act*.

Notwithstanding anything to the contrary contained in the Plan, for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement savings plans, "Spouse" does not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

By execution of this Agreement The Financial Institution hereby undertakes to administer the transferred locked-in funds and all subsequent earnings on these funds in accordance with the provision of this Agreement.

By execution of this Agreement the Annuitant hereby agrees to abide by the provisions stated and to waive the right to request amendment of the Plan or of this Agreement to receive any funds except as expressly provided herein

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

By the Annuitant:

By League Savings and Mortgage

Print Full Name

Print Full Name

Signature of Annuitant

Signature of Authorized Person

Date

Date