



Locked-In Retirement Account Amending Agreement Newfoundland and Labrador Pension Legislation

Locked-in RSP Account number

You, _____ (the "Annuitant"), are entitled to pension monies which
(print name of Annuitant)

are governed by the Pension Benefits Act, 1997 of Newfoundland and Labrador, as amended from time to time (the "Pension Act") and wish to transfer Your pension monies into a Locked-in Retirement Account ("LIRA") as identified below:

Check one only:

- CIBC Deposit LIRA¹
- CIBC Securities Inc. Mutual Fund LIRA²
- CIBC Personal Portfolio Services LIRA (CIBC Securities Inc.)²
- CIBC Personal Portfolio Services LIRA (CIBC Investor Services Inc.)²
- CIBC Imperial Investor Service LIRA²
- CIBC Investment LIRA (CIBC Securities Inc.)²
- CIBC Investment LIRA (CIBC Investor Services Inc.)²
- CIBC Investor's Edge LIRA²
- CIBC Wood Gundy LIRA²
- CIBC Trust LIRA²

¹ Issued by the Canadian Imperial Bank of Commerce, at 81 Bay Street, 25th Floor, CIBC Square, Toronto, Ontario M5J 0E7 (the "Issuer")

² Issued by CIBC Trust Corporation at 81 Bay Street, 11th Floor, CIBC Square, Toronto, Ontario M5J 0E7 (the "Issuer").

To that end, You have signed the applicable RRSP Application Form agreeing to be bound by it and the terms of the retirement savings plan agreement or declaration of trust that governs the RRSP ("Plan Document") and You agree to the terms of this Agreement. All capitalized words in this Agreement have the meaning set out at the end of this Agreement, or if not defined there, as set out in the Plan Document.

You, the Annuitant, certify that:

Check one only:

- You are a "Pension Plan Member" (meaning that You are a former member, as defined in the Pension Act of the Pension Plan from which the Locked-In Funds in this LIRA originated).
- You are a "Non-Pension Plan Member", meaning that You obtained the Locked-In Funds under a division of property as a result of marriage breakdown with a Pension Plan Member; or

as a Principal Beneficiary of a Pension Plan Member and received the Locked-In Funds in this LIRA as a Principal Beneficiary death benefit.

By signing below, You acknowledge that you have read, understand and agree that the following terms and conditions govern the funds held under this LIRA.

_____ X _____
 Date (mmm/dd/yyyy) Name of Annuitant Signature of Annuitant (sign within box)

_____ X _____
 Date (mmm/dd/yyyy) Name of Authorized Representative of the Issuer Signature of Authorized Representative of the Issuer (sign within box)

Locked-In Retirement Account Amending Agreement — Newfoundland and Labrador Pension Legislation

1. **General Terms and Provisions:** Except as otherwise permitted in the Pension Rules, all money transferred to the LIRA, including all investment earnings, shall be used to provide a pension benefit and shall not be transferred except:
 - (a) before December 31st in the year in which You reach the age at which a pension benefit is required to begin under the Tax Act, to transfer the money to the pension fund of a registered pension plan subject to the Pension Act or to a registered pension plan subject to the pension benefits legislation of a designated province, as defined in the Pension Act, or of Canada;
 - (b) before December 31st in the year in which You reach the age at which a pension benefit is required to begin under the Tax Act, to transfer the money to another LIRA that meets the requirements of the Pension Rules;
 - (c) to purchase a Life Annuity Contract that meets the requirements of the Superintendent, commencing not before You obtain the earlier of:
 - (i) age of 55 years; or
 - (ii) the earliest date on which You would have been entitled to receive a pension benefit under the pension plan from which the money was transferred to the LIRA;
 - (d) to transfer the money to a LIF that meets the requirements of the Pension Rules;
 - (e) to transfer the money to a LRIF that meets the requirements of the Pension Rules.

2. **Requirements Before Transfer Out**

If You wish to transfer out any Locked-In Funds under section 1 above, You must provide Us with the name and address of the proposed transferee. We shall not permit the transfer except:

- (a) where a transfer would be permitted under the Pension Act;
- (b) We have ascertained that the transferee financial institution's name and LIRA are currently on the list of approved retirement savings arrangements administered by the Superintendent; and
- (c) the subsequent transferee agrees to administer the amount transferred as a Pension Benefit.

We shall advise any subsequent transferee in writing that the amount transferred must be administered as a Pension Benefit under the Pension Act and managed in accordance with the Directive.

3. **Valuation**

The method and factors used to establish the value of the assets held in the LIRA upon Your death, upon the establishment of a life annuity or upon a transfer of assets from the LIRA are as set out hereinafter. The assets held in the LIRA shall be valued at their fair market value immediately prior to the date (the "**Valuation Date**") on which such assets are used to purchase a life annuity contract or otherwise transferred or paid out of the LIRA. The fair market value shall be determined:

- (a) by using information of arm's length transactions involving a cash sale of assets of the same classes or kinds as those in the LIRA that occurred on the date immediately prior to the Valuation Date or within a reasonable time prior to the Valuation Date; or
- (b) if the information under paragraph 3(a) is not available, by using information of arm's length transactions involving a cash sale of assets of similar classes or kinds as those held in the LIRA that occurred on the date immediately prior to the Valuation Date or within a reasonable time prior to the Valuation Date; or
- (c) if the information under paragraphs 3(a) and 3(b) is not available, by using such other reasonably relevant information such as the book value of the assets held in the LIRA.

4. **Withdrawal Exceptions to Locked-In Requirement**

- (a) **Shortened Life Expectancy:** Despite section 1 above, Locked-In Funds may be withdrawn in a lump sum or a series of payments if a medical practitioner certifies to Our satisfaction that, due to Your mental or physical disability, Your life expectancy is likely to be shortened considerably. If You are a Pension Plan Member and have a Principal Beneficiary, this withdrawal may be made only if the Principal Beneficiary has waived the joint and survivor Pension Benefit entitlement in the form and manner required by the Superintendent. (No waiver is required if You are not a former Pension Plan Member).
- (b) **Cash-Out of "Small" Plan:** We will pay You a lump sum equal to the value of the Locked-in Funds if the following provisions are met:
 - (i) either:
 - (A) the value of all assets in all LIFs, LRIFs and LIRAs held by You and subject to the Pension Act are less than 10% of the YMPE for the current calendar year; or
 - (B) You have reached the earlier of age 55 or the earliest date on which the Pension Plan Member would have been entitled to receive a pension benefit under the Pension Plan from which the Locked-In Funds originated; and the value of all assets in all LIFs, LRIFs and LIRAs owned by You are less than 40% of the YMPE for the current calendar year;

Locked-In Retirement Account Amending Agreement — Newfoundland and Labrador Pension Legislation

and

- (ii) within the same calendar year, You have not made a withdrawal due to financial hardship under paragraph 4(c) hereof from the LIRA or, where part of the LIRA corresponds to amounts transferred directly or indirectly from another LIRA, LIF and LIRF You have not made a withdrawal under paragraph 4(c) hereof from the original retirement savings arrangement; and
 - (iii) You provide Us with a properly completed copy of the form approved for this purpose by the Superintendent; and
 - (iv) where You are a Pension Plan Member and have a Principal Beneficiary, the form referred to in paragraph 4(b)(iii) above is accompanied by a signed waiver of the Principal Beneficiary in the form and manner required by the Superintendent.
- (c) **Financial Hardship:** Notwithstanding any other provision hereof, a lump sum withdrawal due to financial hardship may be made from the LIRA, subject to the following:
- (i) an application for a withdrawal due to financial hardship under this paragraph 4(c) must be made directly to Us;
 - (ii) You may apply for withdrawal due to financial hardship once within a calendar year for each category of financial hardship described in paragraph (iii) below in respect of each LIRA, LRIF, and LIF;
 - (iii) subject to any requirements outlined in this paragraph 4(c), You are eligible to complete an application to withdraw an amount not greater than the sum of the following amounts:
 - (A) an amount with respect to one of the following categories:
 - (1) Low Income: Where Your 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;
 - (2) Medical Expenses: Where the You are unable to pay for medical expenses incurred or to be incurred by You, Your 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 these medical expenses;
 - (3) Disability-related Expenses: Where You are unable to pay for disability related expenses incurred or to be incurred by You, Your 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 these disability related expenses;
 - (4) Mortgage Payments: Where You or Your Principal Beneficiary have received a written notice in respect of a default on a mortgage that is secured against Your principal residence or Your Principal Beneficiary which will result in foreclosure or power of sale if the default is not rectified, the amount required to rectify the default;
 - (5) Rental Arrears: Where You or the Your Principal Beneficiary has received a written notice in respect of arrears in the payment of rent Your principal residence or Your Principal Beneficiary and You or Your Principal Beneficiary could be evicted if the arrears remain unpaid, the amount required to pay the rental arrears; or
 - (6) First Month's Rent and Security Deposit: Where You are unable to pay the first month's rent and the security deposit required to rent a principal residence for You or the Principal Beneficiary the amount required to pay the first month's rent and the security deposit;
 - and
 - (B) The amount of any applicable tax required to be withheld by Us.

An application for withdrawal under paragraph 4(c) shall be:

- (i) on a form approved by the Superintendent and shall include any supporting documentation required by the Pension Rules, which are specified on the form; and
 - (ii) where the You are 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.
- (d) **Non-Residency:** Notwithstanding any other provision hereof, a lump sum payment equal to the value of the entire LIRA may be made where You provide Us with:
- (i) a statutory declaration in accordance with the Evidence Act confirming they have resided outside Canada for at least 2 consecutive calendar years and are residing outside of Canada on the date of signing the declaration; and
 - (ii) where You are 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.

Locked-In Retirement Account Amending Agreement — Newfoundland and Labrador Pension Legislation

5. **Death of Annuitant**

(a) **Where the Annuitant was a Pension Plan Member:**

- (i) The Pension Benefit payable to a Pension Plan Member who has a Principal Beneficiary at the date the pension commences shall be a joint and survivor Pension Benefit with at least 60% continuing to be payable to the survivor for life after the death of the former member unless the Principal Beneficiary waives the entitlement in the form and manner required by the Superintendent;
- (ii) If You die, We will pay or transfer the Locked-In Funds in a lump sum to:
 - (A) the Principal Beneficiary, if You are survived by a Principal Beneficiary and the Principal Beneficiary has not waived the entitlement in the form and manner required by the Superintendent);
 - (B) if subparagraph 5(a)(ii)(A) above does not apply, the beneficiary(ies) designated by You in accordance with the Plan Document; or
 - (C) if subparagraph 5(a)(ii)(A) above does not apply and You did not designate a beneficiary, Your estate.

(b) **Where the Annuitant is a Non-Pension Plan Member:** If You die, and are a Non-Pension Plan Member as indicated on the last page of this Agreement, We will pay or transfer the Locked-In Funds In a lump sum to:

- (i) the beneficiary(ies) designated by You in accordance with the Plan Document; or
- (ii) if You did not designate a beneficiary, Your estate.

(c) **Documents required:** Before any payment is made under subsections 5(a) or 5(b) above, We are entitled to receive, in a form acceptable to Us:

- (i) if You are a Pension Plan Member, evidence as to whether or not You had a Principal Beneficiary at the date of Your death and, if there was a Principal Beneficiary, the Principal Beneficiary's name; and
- (ii) any other documents it may require in accordance with the Plan Document.

6. **Miscellaneous**

(a) **No Assignment, etc.:** The Locked-In Funds cannot be assigned, charged, anticipated or given as security under a LIRA, except as permitted under the Pension Act.

(b) **Amendment:**

- (i) Subject to paragraph 6(b) hereof, We may, from time to time, amend this Agreement in Our discretion, or in order to bring it into compliance with the Pension Rules and the Tax Act, by giving ninety (90) days written notice and an explanation of the proposed amendment.
- (ii) In the event that a proposed amendment to this Agreement would result in a reduction of Your benefits hereunder, such amendment will only be made if We are required by law to make the amendment, and You will be entitled to transfer all or part of the assets held in the LIRA during the ninety (90) day notice period.
- (iii) When making an amendment under paragraph 6(b)(ii), We must provide written notice to You of the nature of the amendment and allow You at least 90 days after the written notice is given to transfer all or part of the assets held in the LIRA.
- (iv) Any notice under paragraphs (i) or (ii) shall either be sent by mail to Your address as set out in the records of the financial institution or, subject to receiving Your authorization, be delivered to You by electronic means provided that the e-communication is accessible by You and capable of being retained to be usable for subsequent reference.
- (v) Any and all amendments to this Agreement must be made with the concurrence of the authorities administering the Pension Act and the Tax Act.

(c) **Funds Paid Out Contrary to the Act or the Directive:** If money is paid out of this LIRA contrary to the Pension Act or the Directive, We will provide or ensure the provision of a Pension Benefit equal in value to the Pension Benefit that would have been provided had the money not been paid out.

(d) **Your Investment Powers:** Your investment powers with respect to the funds in this LIRA are as set out in the Plan Document.

(e) **Division on Marriage Breakdown:** This LIRA is subject to the division of Pension Benefits on marriage breakdown provisions in Part VI of the Pension Act, with any necessary modifications.

(f) **Permitted Investments:** The Locked-In Funds shall be invested in a manner that complies with the Tax Act's rules of investment for RRSPs.

(g) **Locked-In Funds, Only:** This LIRA can only hold Locked-In Funds and non-Locked-in Funds cannot be transferred into it.

(h) **Fiscal Year End:** The fiscal year of the LIRA will end on the 31st day of December and will not exceed twelve months.

Locked-In Retirement Account Amending Agreement — Newfoundland and Labrador Pension Legislation

- (i) **Conflict with Plan Document, Pension Act or Tax Act:** If there is a conflict between this Agreement and the RRSP Application Form or the Plan Document, the provisions of this Agreement will prevail to the extent necessary to resolve the conflict. If there is a conflict between this Agreement, the RRSP Application Form or the Plan Document and the Pension Rules, the provisions of the Pension Rules will prevail to the extent necessary to resolve the conflict.
- (j) **Tax Liability:** We and You agree that We and You will act at all times in accordance with the Tax Act. In the event of a conflict between the Pension Rules and/or this Agreement with the Tax Act, then the Tax Act will prevail to the extent necessary to resolve the conflict. We are not liable for any adverse tax consequences which may result to You, the Principal Beneficiary or their heirs, successors or assigns due to any such conflict.
- (k) **Renumbering:** If any provision of the Pension Rules or Tax Act referred to in this Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.
- (l) **Headings:** Headings in this agreement are for ease of reference only and will not affect interpretation.

7. Definitions

- (a) **"Agreement"** means this LIRA amending agreement;
- (b) **"Annuitant"** means the person whose name is set out at the top of this Agreement; that person is the "owner" of the LIRA as defined in the Directive;
- (c) **"Cohabiting Partner"** means,
 - (i) in relation to a Pension Plan Member who has a Spouse means a person who is not the Spouse of the Pension Plan Member who has cohabited continuously with the Pension Plan Member in a conjugal relationship for not less than 3 years, or
 - (ii) in relation to a Pension Plan Member who does not have a Spouse, means a person who has cohabited continuously with the Pension Plan Member in a conjugal relationship for not less than one year, and is cohabiting or has cohabited with the member or former member within the preceding year;
- (d) **"CPP"** means the Canada Pension Plan;
- (e) **"Directive"** means Directive No. 4 under the Pension Act, "Locked-in Retirement Account Requirements", as amended from time to time;
- (f) **"Issuer"** means either:
 - (i) CIBC Trust Corporation, where the Plan Document is a declaration of trust; or
 - (ii) Canadian Imperial Bank of Commerce, where the Plan Document is the CIBC Retirement Savings Plan Agreement.
- (g) **"LIF"** means a RRIF which meets the requirements, where not inconsistent, of a "life income fund" under the Pension Rules;
- (h) **"Life Annuity Contract"** shall have the same meaning as are given to these words in the Directive;
- (i) **"LIRA"** means an RRSP which meets the requirements, where not inconsistent, of a "locked-in retirement account" under the Pension Rules;
- (j) **"Locked-In Funds"** means all money and other property transferred into this LIRA and all earnings on it;
- (k) **"LRIF"** means a RRIF which meets the requirements, where not inconsistent, of a "locked-in retirement income fund" under the Pension Rules;
- (l) **"Non-Pension Plan Member"** means that a person who:
 - (i) received the Locked-In Funds in this LIRA under a division of property as a result of marriage breakdown with a Pension Plan Member; or
 - (ii) is a Principal Beneficiary of a Pension Plan Member and received the Locked-In Funds in this LIRA as a Principal Beneficiary death benefit.
- (m) **"Pension Act"** means the *Pension Benefits Act* of Newfoundland and Labrador, as amended from time to time;
- (n) **"Pension Benefit"** has the meaning set out in the Pension Rules;
- (o) **"Pension Plan"** means a pension plan to which the Pension Act applies;
- (p) **"Pension Plan Member"** means a member or former member of the Pension Plan from which the Locked-In Funds originated;
- (q) **"Pension Rules"** means the Pension Act, the Regulations under the Pension Act and the Directive, collectively;
- (r) **"Plan Document"** means the retirement savings plan agreement or declaration of trust that governs the RRSP;
- (s) **"Principal Beneficiary"** means Spouse of a Pension Plan Member, or where the Pension Plan Member has a Cohabiting Partner, the Pension Plan Member's Cohabiting Partner;
- (t) **"RRIF"** means a registered retirement income fund under the Tax Act;
- (u) **"RRSP"** means a registered retirement savings plan under the Tax Act;

Locked-In Retirement Account Amending Agreement — Newfoundland and Labrador Pension Legislation

- (v) **"RRSP Application Form"** means the application form signed by You to establish this LIRA;
- (w) **"Spouse"** means either of 2 persons who
 - (i) are married to each other,
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity, or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year,and includes a former Spouse of a Pension Plan Member;
- (x) **"Superintendent"** means the Superintendent of Pensions for Newfoundland and Labrador;
- (y) **"Tax Act"** means the *Income Tax Act* (Canada) and the Regulations under it, as amended from time to time;
- (z) **"We/Us/Our"** means the Issuer and where applicable the agent who acts on behalf of the Issuer for certain administrative tasks in respect of this LIRA;
- (aa) **"YMPE"** means the year's maximum pensionable earnings under the CPP;
- (bb) **"You"** and **"Your"** refer to the individual whose name is set out at the beginning of this Agreement and who is the Annuitant of this LIRA.