

NORTHWEST & ETHICAL INVESTMENTS L.P.
RETIREMENT SAVINGS PLAN, RSP 145-723

Agreement under the
New Brunswick *Pension Benefits Act*
for Locked-in Pension Transfers
to a
LOCKED-IN RETIREMENT ACCOUNT (LIRA)

WHEREAS the undersigned ("the Owner") has applied for a Retirement Savings Plan, as indicated above ("the Plan") trusted by Concentra Trust ("the Financial Institution") to receive and hold funds governed by the Act and the Regulation thereto.

AND WHEREAS the Financial Institution has agreed to apply for registration of the Plan, with the Owner as annuitant, as a Retirement Savings Plan, with the Canada Revenue Agency (CRA) and to accept the funds referred to.

NOW IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Owner and the Financial Institution, that the full amount of funds transferred from Retirement Account (LIRA)/Life Income Fund (LIF) or by the Locked-In Registered 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 the CRA from time to time.

Upon receipt of locked-in money, the Financial Institution and the Owner further agree to the following:

1. For the purposes of this Agreement, the word "Act" means the Province of New Brunswick *Pension Benefits Act*, and the word "Regulation" means the General Regulation under the Act.
2. For the purposes of this Agreement, the word "Owner" shall have the same meaning as given to this word in subsection 21(1) of the Regulations and the words "spouse" and "common-law partner" shall have the same meaning as given these words in subsection 1(1) of the Act. Notwithstanding anything to the contrary contained in this Agreement, 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) ("*Income Tax Act*") respecting Registered Retirement Savings Plans.
3. The only money that may be transferred into this Plan are sums originating, directly or indirectly, from
 - (i) the fund of a registered pension plan
 - (ii) another retirement savings arrangement, or
 - (iii) an annuity

that conforms with the Act and the Regulation (or in the case of the fund of a pension plan, with similar legislation in another jurisdiction, if the money is being transferred under section 36 of the Act or under a similar provision in legislation to another jurisdiction) and in accordance with sections 146, 146.3, 147.3 and paragraph 60(l) of the *Income Tax Act*.

4. Except as provided elsewhere in this Agreement, the balance of money in this Plan, in whole or in part, may be converted only to an annuity that conforms to section 23 of the Regulation.
5. In the event of the death of the Owner before signing a contract under which an annuity is purchased under paragraph 4 of this Agreement, the balance of the money in this Plan shall be paid
 - (i) to the spouse or common-law partner of the Owner, unless the spouse or common-law partner waives on Form 3.02 all rights that he or she may have in the Plan under the Act, the Regulations or this Plan;
 - (ii) if the Owner has a spouse or common-law partner who has waived all rights under (i), or if the Owner does not have a spouse or common-law partner, to a beneficiary on death designated by the Owner;
 - (iii) if the Owner has a spouse or common-law partner who has waived all rights under (i), or if the Owner does not have a spouse or common-law partner and if the Owner has not designated a beneficiary on death, to the estate of the Owner.
6. The Owner may withdraw the balance of money in this Plan, in whole or in part, and receive a payment or series of payments if:
 - (i) a physician certifies in writing to the Financial Institution that the Owner suffers from a significant physical or mental disability that considerably reduces life expectancy, and
 - (ii) if the Owner has a spouse or common-law partner, the Owner delivers to the Financial Institution Form 3.01 completed by the spouse or common-law partner; unless the spouse or common-law partner has completed Form 3.02.
7. The Owner may withdraw an amount from the Plan if
 - (i) the amount is withdrawn to reduce the amount of tax that would otherwise be payable under Part X.1 of the **Income Tax Act** by the taxpayer, and
 - (ii) the Financial Institution, notwithstanding section 20 of the Regulation, establishes a sub-account, that is not a registered retirement savings plan, of the LIRA, and the Owner deposits the amount withdrawn, less any amount required to be withheld by the Financial Institution under the **Income Tax Act**, into the sub-account.
8. Subject to the expiry of the term of any investment made and held as an asset of this Plan, the Owner may at any time, in accordance with the requirements, with the necessary modifications, of subsections 21(8.1) to (11) of the Regulation
 - (i) transfer, before the conversion described in paragraph 4 of this Agreement, the balance of the money in this Plan, in whole or in part, to:
 - a) the pension fund of a registered pension plan that is in conformity with the Act, the Regulation or similar legislation in another jurisdiction, or
 - b) another financial institution's approved LIF that is administered in accordance with section 22 of the Regulation, or
 - c) transfer to another financial institution's approved LIRA that is administered in accordance with section 21 of the Regulation.
 - (ii) convert the balance of the money in this Plan, in whole or in part, into an annuity that conforms to section 23 of the Regulation and subsection 146(1) of the **Income Tax Act**.
9. The Owner shall not be entitled to make a transfer under 8(i)(a) above, to a pension plan that is not registered in the Province of New Brunswick unless

- (i) the pension plan is registered for persons employed in a designated jurisdiction, and
 - (ii) the Owner is employed in that jurisdiction by an employer who is making contributions on behalf of the Owner to the pension fund that is to receive the amount to be transferred
10. The Owner may withdraw the balance of the money in the Plan if
- (i) the Owner and his or her spouse or common-law partner, if any, are not Canadian citizens,
 - (ii) the Owner and his or her spouse or common-law partner, if any, are not resident in Canada for the purposes of the *Income Tax Act*, and
 - (iii) the Owner's **spouse** or common-law partner, if any, waives, on Form 3.5, any rights that s/he may have in the Plan under the Act, this Regulation or the contract, unless the spouse or common-law partner has completed Form 3.02.
11. Notwithstanding any provision to the Act or the Regulation, a Financial Institution may permit an Owner to withdraw the balance of the Plan if the Owner requests that the balance be withdrawn by delivering a completed Form 3.6, and a completed Form 3.7 where applicable, to the Financial Institution and the Financial Institution is satisfied, based upon the information provided in Form 3.6 and Form 3.7 and any other information that has been requested by the Financial Institution, that:
- (i) the reported present distribution of assets transferred from pension funds connected with employment in the Province is consistent with the amounts reported to have been transferred from such pension funds, and
 - (ii) the requested withdrawal is permitted under subsection 21(16) of the Regulations.
12. An Owner may withdraw the balance of the Plan if:
- (i) the total assets held by the Owner in all retirement savings arrangements referred to in section 20 of the Regulations would be commutable upon termination of employment if they were held in a pension fund under a pension plan that permitted payment of the commuted value of the pension benefit in accordance with section 34 of the Act, and
 - (ii) the total of the pension adjustments reported to the Owner by CRA for the 2 taxation years immediately preceding the request for withdrawal is zero.
13. For the purpose of division under section 44 *Breakdown of Marriage or Common-law Partnership* of the Act, the commuted value of the Owner's **benefits under** this Plan shall be determined in accordance with the Act and sections 27 to 33 inclusive of the Regulation.
14. No money transferred to this Plan, including interest, shall be assigned, charged, anticipated, given as security or subjected to execution, seizure, attachment or other process of law except under section 44 or subsection 57(6) of the Act and any transaction in contravention of this paragraph is void.
15. No withdrawal, commutation or surrender of money, or interest is permitted during the lifetime of the Owner except in accordance with paragraphs 6, 7, 10, 11 and 12 of this Agreement, or subsection 57(6) or section 44 of the Act and any transaction in contravention of this paragraph is void, except as necessary to meet the requirements of paragraph 146(2)(c.1) of the *Income Tax Act*.
16. This Agreement may be amended by the Financial Institution in accordance with the requirements as set forth in paragraph 21(2)(m) of the Regulation.

- 17. Transfers under subparagraphs 21(2)(f)(i) and 21(2)(m)(i)
 - (i) may, at the option of the Financial Institution, be effected by the remittance to the Owner of the investment securities respecting the account.
 - (ii) will be transferred within 30 days after the Owner's **application for the transfer**, provided there is money invested in the Plan that may be transferred.
- 18. The monies in this Plan shall be invested in a manner that complies with the rules for the investment of RRSP monies as provided for in the **Income Tax Act**.
- 19. If the information provided on prescribed Form 3.2 indicates that the commuted value transferred was determined on transfer in a manner that differentiated, while the Owner of the Plan was a member of the pension plan, on the basis of the sex of the Owner, the only money that may subsequently be transferred into the Plan is money that is also differentiated on the same basis.
- 20. No money, including interest transferred under subparagraph 36(1)(a)(ii) of the Act to this Plan shall subsequently be used to purchase an annuity that conforms to section 23 of the Regulation, that differentiates on the basis of the Owner's **sex unless the commuted value of the deferred pension transferred from the pension plan into the Plan was determined on transfer in a manner that differentiated, while the Owner of the Plan was a member of the pension plan, on the basis of sex of the Owner.**

By execution of this Agreement, the Financial Institution 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 Member 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.

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

By the **Owner:** _____ **Witness:** _____

By Northwest & Ethical Investments L.P. Per: _____
 As Agent of the Financial Institution Per: _____

APPLICANT IDENTIFICATION (*Please Print*)

NAME: _____ ADDRESS: _____ CONTRACT #: _____
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