

**Effective date of the rider:**

**Annexed and incorporated into Plan number:**

**Annuitant:**

**Life Income Fund Rider - New Brunswick**

This rider shall form part of the RIF declaration of trust (hereinafter the "Plan") if the annuitant has requested that the Plan be registered as a life income fund (hereinafter "LIF"), or where the annuitant has reached 71 years of age on a registered contract and has not selected another option. In the event of any conflict between the provisions stipulated in this rider and the *Pension Benefits Act* (New Brunswick) (hereinafter "Pension Act"), the latter shall take precedence.

1. In this rider, the terms "annuitant", "deferred life annuity", "life annuity", "life income fund", "locked-in retirement account", "pension", "pension plan", "participant", "former participant" and "spouse" shall have the same meaning as assigned under the *Pension Benefits Act* (New Brunswick) and its regulations, as amended from time to time (hereinafter collectively referred to as the "Pension Act"). The terms "annuitant" and "annuity" also have the meaning given by subsection 146(1) of the *Income Tax Act* (Canada) (hereinafter the "Act"). The term "trustee" means the financial institution under the Pension Act. The term "locked-in" means a legislative or contractual requirement that the money, except as provided in the Pension Act, may only be converted into a life or a deferred life annuity that complies with the specific provision of the Pension Act and approved by the Superintendent of Pensions (New Brunswick).
2. Notwithstanding anything to the contrary contained in this Plan, including any rider forming a part thereof, the term "spouse" excludes any person who is not recognized as a spouse or a common-law partner for the purposes of any provision of the Act with respect to a registered retirement income fund.
3. Subject to paragraph 4 of this rider, all money, including all investment earnings, that is subject to any transfer to or from this LIF, as provided for by this rider, shall be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required or permitted by the Pension Act.
4. The annuitant may transfer all or part of the balance of this LIF:
  - a) To another LIF;
  - b) For the purchase of an immediate life annuity contract that meets the requirements of the Pension Act and the Act;
  - c) To a locked-in retirement income account (hereinafter "LIRA").
5. Notwithstanding paragraph 4, the annuitant may, upon application in accordance with the Pension Act, request that the Superintendent of Pensions approve the transfer of an amount from a LIF to a registered retirement income fund as defined in the Act that is not a LIF, and the Superintendent of Pensions shall approve the transfer if:
  - a) An amount has never previously been transferred under this subsection on behalf of the annuitant; and
- b) The amount to be transferred is not greater than the maximum unlocking amount.
6. In the case of a transfer, the Trustee shall retain an amount equal to the lower of the following amounts:
  - a) The minimum amount for the year as defined in subsection 146.3(1) of the Act exceeding amounts received out of or under the Plan before the transfer that are included in the participant's income for that year; or
  - b) The value of the Plan.
7. Notwithstanding paragraph 4, the annuitant may, upon application in accordance with the Pension Act, withdraw the balance of this LIF if:
  - a) The annuitant and his/her spouse, if any, are not Canadian citizens;
  - b) The annuitant and his/her spouse, if any, do not reside in Canada for the purposes of the Act; and
  - c) The annuitant's spouse, if any, waives any rights that he/she may have in this LIF under the Pension Act or this Plan.
8. Notwithstanding paragraph 4 of this rider, the annuitant may withdraw the balance of the money in the Plan, in whole or in part, and receive a payment or series of payments if:
  - a) A physician certifies in writing to the Trustee that the annuitant suffers from a significant physical or mental disability that considerably reduces life expectancy; and
  - b) If he/she has a spouse, the annuitant delivers to the Trustee a completed spousal waiver by the appropriate form.
9. Except as provided in the Pension Act, the money in this LIF and the sums payable from this LIF are exempt from execution, seizure or attachment. The annuitant agrees not to assign, charge, anticipate or give as security the money payable under this LIF except as required by law. Any transaction that purports to assign, charge, anticipate or give as security the sums in this LIF is void.
10. Except as specifically provided for by the Pension Act, the money invested in this LIF may not be commuted, withdrawn or surrendered in whole or in part. Any transaction that purports to commute, withdraw or surrender, in whole or in part, the sums invested in this LIF is void.
11. Upon the death of the annuitant, the balance in this LIF is to be paid, in compliance with the Pension Act, to or on behalf of the annuitant's surviving spouse or, if the spouse waives

his/her rights by the appropriate form or, if there is no spouse, to the designated beneficiary or, if there is no valid beneficiary designation, to the personal representatives of the annuitant's estate in their capacity as representative.

12. The fiscal year of this LIF ends on December 31 of each year and shall not exceed 12 months.
13. The annuitant shall be paid a yearly income from this LIF, the amount of which may vary annually and which payment shall commence no later than the last day of the second fiscal year of this LIF.
14. The annuitant shall advise the Trustee of the amount of income to be paid during each fiscal year of this LIF at the beginning of that fiscal year and after the receipt of the information to be provided by the Trustee pursuant to the Pension Act. If the annuitant fails to provide such notice to the Trustee, the minimum amount as determined pursuant to paragraph 15 of this rider shall be paid out of this LIF that year.
15. The amount of income paid during the fiscal year of this LIF shall not be less than the minimum amount required to be paid under the Act and shall not exceed the maximum M, with that symbol being calculated in accordance with the following formula:

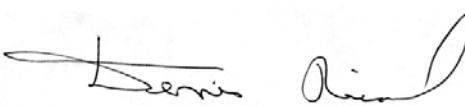
$$M = C/F$$

where:

C = the balance of the money in this LIF on the first day of the fiscal year; and

F = the value on January 1 of the year in which the calculation is made of a guaranteed amount of which the annual payment is \$1 payable at the beginning of each fiscal year between that date and December 31 of the year during which the annuitant reaches 90 years of age.

16. For the initial fiscal year of this LIF, the minimum amount to be paid, pursuant to paragraph 15 of this rider, will be set at zero.
17. If the money in this LIF is derived from money being transferred directly or indirectly during the first fiscal year of this LIF from another LIF belonging to the annuitant, the maximum M will be equal to zero, except to the extent that the Act requires the payment of a higher amount.
18. If in any fiscal year of this LIF, an additional transfer is made to this LIF and that additional transfer has never previously been held under a LIF, an additional withdrawal in respect of this transfer shall be allowed in that fiscal year.

  
Denis Ricard  
President

19. The amount of this additional withdrawal shall not exceed the maximum amount that would be calculated under this rider if the additional transfer were being transferred into a separate LIF and not this LIF.
20. The value F in paragraph 15 of this rider shall be calculated by using:
  - a) An interest rate of not more than 6% per year; or
  - b) For the first 15 years after the date of the valuation, an interest rate exceeding 6% per year if that rate does not exceed the interest rate obtained on long-term bonds issued by the Government of Canada for the month of November preceding the year of the valuation, as compiled by Statistics Canada and published in the Bank of Canada Review as CANSIM Series B14013 and using an interest rate not exceeding 6% in subsequent years.
21. The Trustee undertakes to provide the annuitant the information specified in subsections 22(7), (8) and (9) of the Pension Act.
22. Where, in the application of paragraph 15 of this rider, the amount of income to be paid to the annuitant is fixed at an interval of more than one year, paragraphs 16, 17, 18 and 19 of this rider shall apply with such modifications as the circumstances require to determine, at the date of the beginning of the first fiscal year of this LIF in the interval, the amount of income to be paid for each fiscal year in that interval.
23. Pursuant to this rider, money that is not locked-in shall not be transferred to this LIF or held.
24. The Trustee undertakes and agrees not to amend the provisions of this LIF rider except as provided for below:
  - a) The Trustee shall not amend the provisions of this LIF rider if the amendment would result in a reduction of the annuitant's rights under the rider unless the Trustee is required by law to make the amendment and the annuitant is entitled to transfer the assets in this LIF under the terms of the rider as they exist prior to the amendment. The Trustee shall advise the annuitant of such an amendment and provide the annuitant with at least 90 days after the notice is given to transfer all or part of the assets in this LIF;
  - b) For all other amendments, the Trustee shall provide the annuitant with at least 90 days notice of the proposed amendment.
25. The Trustee hereby affirms the provisions contained in the Plan.
26. The conditions of this rider shall take precedence over the provisions in the Plan in the event of conflicting or inconsistent provisions.

  
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