

**SUPPLEMENTARY TERMS FOR LOCKED-IN RETIREMENT ACCOUNT (LIRA)**

Pursuant to the *Employment Pension Plans Act (Alberta)*

**BMO RETIREMENT SAVINGS PLAN (Advisor)**

**Plan Issuer – BMO Trust Company**

181 Bay Street, Suite 2800  
Toronto, Ontario M5J 2T3  
Acting through its Agent, BMO Investments Inc.

**Client name:** \_\_\_\_\_ **Branch Code:** \_\_\_\_\_ **Account #:** \_\_\_\_\_

Upon receipt of locked-in pension assets pursuant to the *Employment Pension Plans Act (Alberta)* (the "Act"), the *Employment Pension Plans Regulation (Alberta)* (the "Regulation"), and in accordance with the instructions of the Planholder to transfer the assets to an Alberta locked-in retirement account, the Plan Issuer and Planholder agree that these Supplementary Terms and are appended to and form additional terms of the declaration of trust for the above-named retirement savings plan.

1. **Definitions.** In these Supplementary Terms, "Plan" means the above-named retirement savings plan, governed by the declaration of trust, the prescribed Locked-in Retirement Account Addendum under the Regulation (the "Alberta Addendum") and these Supplementary Terms. "Planholder" means the planholder, accountholder or annuitant under the declaration of trust and application form for the Plan and includes the "owner" of the Plan as that term is used in the Regulation.

In the event of any conflict or inconsistency between these Supplementary Terms and those of the Alberta Addendum, the Alberta Addendum prevails. These Supplementary Terms apply to the extent permitted by the Act and the Regulation.

For the purposes of any provision of the *Income Tax Act (Canada)* respecting registered retirement savings plans, "pension partner" does not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act (Canada)*.

2. **Transfers Out of the Plan.** Any transfer out of the Plan must be made on a tax deferred basis under the *Income Tax Act (Canada)*. All of the assets in the Plan must be transferred or paid on or before the 31st day of December of the year in which the Planholder reaches age 71 (or such other time for maturity as is permitted by the *Income Tax Act (Canada)*). If the Plan Issuer does not receive instructions from the Planholder by this time, the Plan Issuer may in its discretion transfer the assets to an Alberta LIF; and the Plan Issuer will not be responsible for any loss that may result from this action, including but not limited to investment losses or diminution of the assets, or for any related administration expenses.
3. **Terms of Investments; Transfers and Payments.** All transfers and payments from the Plan are subject to the terms of the investments and will be subject to the withholding of any applicable tax and deduction of all reasonable expenses, costs, fees and charges. Transfers and payments may be made in cash or in kind, in accordance with the instructions of the Planholder and subject to the terms of the investments and the requirements of the Plan Issuer or the Agent.

4. **Withdrawal in Case of Financial Hardship.** The Plan Issuer will, on application of the Planholder, provide to the Planholder a lump sum amount in the manner provided in the Regulation if the Planholder meets the requirements of the financial hardship exception under the Regulation. The Plan Issuer and the Agent are entitled to rely upon the information provided by the Planholder in the financial hardship unlocking application. An application that meets the requirements of the Act and Regulation constitutes authorization to the Plan Issuer to make the payment from the Plan.
  
5. **Amendment.** No amendment shall be made to the Plan unless the Plan as amended remains in conformity with the Act and the Regulation and with section 146 of the *Income Tax Act* (Canada).

**Plan Issuer, by its Agent:**

---

---

***Signature of Authorized Person***

---

***Date***

**Planholder:**

---

***Print Full Name***

---

***Signature of Planholder***

---

***Date***

Version Control Date: November 2014

BMO Trust: AA-1114