

10. Permitted withdrawals: No withdrawal, commutation or surrender of money, in whole or in part, held in the Fund is permitted and will be void, except in the following circumstances:

- a) Small Amount starting at 55.** In the calendar year in which the Annuitant reaches 55 years of age or in any subsequent calendar year, the assets in the Fund may be paid to the Annuitant in a lump sum if
- (i) the Annuitant certifies that the total value of all assets in all Locked-in RRSP, LIF, Restricted Locked-in RRSP and Restricted LIF that were created as a result of the transfer of pension benefit credits under section 26 of the Act or a transfer authorized by these Regulations is less than or equal to 50% of the Year's Maximum Pensionable Earnings, and
 - (ii) the Annuitant gives a copy of Form 2 and Form 3 of Schedule V to the Trustee.
- b) Financial difficulties.** The Annuitant may withdraw an amount from the Fund up to the lesser of the amount determined by the **Formula** set out below and 50% of the Year's Maximum Pensionable Earnings minus any amount withdrawn in the calendar year under this paragraph from any LIF or under paragraph 20.1(d), 20.2(1)(e) or 20.3(1)(m) of the Regulation if the following conditions are met.
- (i) the Annuitant certifies that he has not made a withdrawal in the calendar year under this paragraph from any LIF or under paragraph 20.1(d), 20.2(1)(e) or 20.3(1)(m) of the Regulation, other than within the last 30 days before this certification,
 - (ii) in the event that the value of M of the **Formula** set out below is greater than zero,
 - (A) the Annuitant certifies that he expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Annuitant's total expected income for that calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under this paragraph from any LIF or under paragraph 20.1(d), 20.2(1)(e) or 20.3(1)(m) of the Regulation, and
 - (B) a physician certifies that such medical or disability-related treatment or adaptive technology is required, and
 - (iii) the Annuitant gives a copy of Form 1 and Form 2 of Schedule V to the Trustee.
- Formula: $M + N$ where
M is: the total amount of the expenditures that the Annuitant expects to make on medical or disability-related treatment or adaptive technology for the calendar year, and
N is: the greater of zero and the amount determined by the Formula :
 $P - Q$ where
P: is 50% of the Year's Maximum Pensionable Earnings, and
Q is: two thirds of the Annuitant's total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year under paragraph 20.1(d), 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulation.
- c) Shortened Life Expectancy.** The Annuitant may withdraw all or part of the money in the Fund as a lump sum, upon application by the Annuitant to the Trustee in accordance with section 20.1 (3) of the Regulation where a physician certifies that owing to mental or physical disability, the life expectancy of the Annuitant is likely to be shortened considerably.
- d) Non-Resident.** The Annuitant may withdraw all or part of the money in the Fund as a lump sum, upon application by the Annuitant to the Trustee in accordance with subsections 28.4 of the Regulation, if the following conditions are met:
- (i) the Annuitant has ceased to be a resident of Canada for at least two calendar years and has ceased employment with the employer who is a party to the pension plan or ceased membership in a multi-employer pension plan. For this purpose, the Annuitant shall be deemed to have been a resident of Canada throughout a calendar year if the Annuitant has sojourned in Canada in the year for a period of, or periods the total of which is, 183 days or more; and
 - (ii) the Annuitant files with the Trustee written evidence that the Canada Revenue Agency has determined the Annuitant to be a non-resident of Canada for the purposes of the Tax Act.

11. Representations and warranties of the Annuitant: The Annuitant represents and warrants to the Trustee the following:

- a)** That the pension legislation applicable and governing the Transfer at such time is the Act and Regulation;
- b)** That the amounts transferred herein are locked-in amounts resulting directly or indirectly from the commuted value of the Annuitant's pension entitlements and the Annuitant is entitled to effect a transfer of his or her pension entitlements pursuant to the Act or the Regulation;
- c)** That the provisions of the pension plan do not prohibit the Annuitant from entering into this Agreement and, in the event that such prohibition does exist, the Trustee shall not be liable for the consequences to the Annuitant of executing this Agreement nor for anything done by the Trustee in accordance with the provisions hereof; and
- d)** That the commuted value of the pension benefits that was transferred herein was not determined on a basis that differentiated on the basis of sex, unless otherwise indicated in writing to the Trustee in respect of pension benefits accrued before 1987.

12. Governing law: This Agreement shall be governed by the laws of the province of Québec and Canada.