

**ADDENDUM TO THE CANACCORD GENUITY CORP. SELF-DIRECTED RETIREMENT INCOME FUND**

**THIS ADDENDUM** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_ (herein referred to as the "**Annuitant**")

**AND:**

**COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company existing under the laws of Canada, and having an office at: 510 Burrard Street, Vancouver, BC, V6C 3B9 (herein referred to as the "**Trustee**")

**WHEREAS** the Annuitant has established a Canaccord Genuity Corp. Self-Directed Retirement Income Fund specimen plan number **RIF-543** under Annuitant Account number \_\_\_\_\_ (the "**RIF**") with the Trustee under the relevant provisions of the Tax Act, as defined below;

**AND WHEREAS** the Annuitant desires to establish, and by virtue of this Addendum has established, the RIF as a registered retirement income fund contract that complies with the prescribed requirements of subsection 18.3.1 of the Regulations, as defined below (a RIF in such compliant form being herein referred to as a "**Manitoba Prescribed RRIF**");

**AND WHEREAS** the Annuitant desires to make a prescribed transfer of certain assets, and the Trustee is willing to accept the transfer of such assets, into this Manitoba Prescribed RRIF, provided such transfer is in accordance with the Act and the Regulations, as such terms are defined below;

**NOW THEREFORE** this Addendum witnesseth, and the parties hereto agree for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as follows:

**Definitions**

1. For the purposes of this Addendum, "**Tax Act**" means the *Income Tax Act* (Canada) as amended, "**Act**" means *The Pension Benefits Act, R.S.M. 1987*, as amended and "**Regulations**" means the *Pension Benefits Regulation, Man. Reg. 188/87 R*, as amended, including by *the Pension Benefits Regulation, amendment Regulation 76/2005*, and as such Regulation may further be amended, under the Act.
2. For the purposes of this Addendum, "**pension plan**", "**spouse**", "**common-law partner**", "**financial institution**", "**prescribed transfer**", "**LIF**" and "**LRIF**" have the same meanings as are given to these terms in the Act and the Regulation.
3. Notwithstanding anything to the contrary contained in the Declaration of Trust constituting the RIF and in this Addendum, (collectively the "**Plan Documents**"), including any endorsements forming a part thereof, "**spouse**" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Tax Act respecting registered retirement income funds.

**Transfers to Manitoba Prescribed RRIF**

4. The Annuitant acknowledges and represents that all of the assets in this Manitoba Prescribed RRIF are to be transferred from:
  - (a) a LIF and/or an LRIF, and that he or she has not previously made a prescribed transfer from a LIF or LRIF to a Manitoba Prescribed RRIF; or
  - (b) a Manitoba Prescribed RRIF with another financial institution.
5. No assets may be subject of a prescribed transfer to this Manitoba Prescribed RRIF unless:
  - (a) the Annuitant is at least 55 years of age; and
  - (b) if the Annuitant
    - (i) is a former member of a pension plan who directly or indirectly transferred the commuted value of his or her pension under such plan to the LIF or LRIF whose assets, in part, are to be transferred to this Manitoba Prescribed RRIF;
    - (ii) has a spouse or common-law partner; and
    - (iii) is not living separate and apart from such spouse or common-law partner by reason of a breakdown of their relationship at the time the Annuitant applies for the prescribed transfer;

a 'Spouse's / Common-Law Partner's Consent to Transfer To A Registered Retirement Income Fund Contract' in the form approved by the Superintendent of Pensions (Manitoba) has been signed by the Annuitant's spouse or common-law partner, if any, and filed with the Trustee.

**Transfers from Manitoba Prescribed RRIF**

6. The Annuitant may transfer, to the extent permitted by the Tax Act, all or part of the balance or assets in this Manitoba Prescribed RRIF:
  - (i) to another Manitoba Prescribed RRIF, provided that the minimum amount as defined under section 146.3(1) of the Tax Act is retained before transferring the balance of this Manitoba RRIF, in order to comply with paragraph 146.3(2) (e.1) or (e.2) of the Tax Act; or
  - (ii) to purchase a life annuity contract as that term is defined in sections 18.1 of the Regulation.

**No Assignment**

- 7. Subject to an agreement or order under *The Family Property Act* or enforcement proceedings taken by a designated officer, as defined in section 52 of *The Family Maintenance Act*, under Part VI of that Act, the balance of this Manitoba Prescribed RRIF:
  - (i) may not be assigned, charged, anticipated or given as security, and any transaction that purports to do so is void; and
  - (ii) is exempt from execution, seizure or attachment.

**Pay Out Contrary to Law**

- 8. Where all or any part of the balance of this Manitoba Prescribed RRIF is paid out contrary to the Act or section 18.3.1 of the Regulation, the Trustee will provide or ensure the provision of an amount equal to the amount of the balance paid out.

**Death of Annuitant**

- 9. If the Annuitant was a member of the pension plan from which the assets in this Manitoba Prescribed RRIF originated, the balance of this Manitoba Prescribed RRIF, to the extent permitted by the Tax Act, shall be paid:
  - (i) to the Annuitant’s surviving spouse or common-law partner, unless he or she has received or is entitled to receive all or any part of the balance under an agreement or order under *The Family Property Act*; and
  - (ii) in any other case, to the designated beneficiary or the estate of the owner.

**Amendment**

- 10. The Trustee may, from time to time, unilaterally and without other notice, amend this Addendum in order to bring it into compliance with the Act, the Regulations and/or the Tax Act.  
 The Trustee may, from time to time, at its discretion, make other amendments to this Addendum by giving sixty (60) days written notice to the Annuitant; provided, however, that any such amendments shall not have the effect of disqualifying the Manitoba Prescribed RRIF as a registered retirement income fund within the meaning of the Tax Act.  
 Notwithstanding the above, any and all amendments to this Addendum must be made with the concurrence of the authorities administering the Tax Act.

**Declaration of Trust Affirmed**

- 11. The Trustee hereby affirms that the provisions contained in the Plan Documents take effect as of the date first above written.

**Interpretation**

- 12. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.
- 13. All references herein to any statute, regulation or any provision thereof shall mean such statute, regulation or any provision thereof as the same may be re-enacted or replaced from time to time.
- 14. This Addendum shall be construed and enforced according to the laws of the Province of Manitoba and the laws of Canada as applicable.

**Counterparts**

- 15. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one instrument.

**IN WITNESS WHEREOF** the parties have executed this Addendum as of the date first written above and this Addendum shall bind the Trustee, its agents and the Annuitant and their respective successors and assigns effective from the date of transfer of assets into the Manitoba Prescribed RRIF.

**ANNUITANT’S CURRENT MARITAL STATUS:** (This data is necessary in order to complete prescribed government forms.)

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="checkbox"/> Single     | <input type="checkbox"/> Married  |
| <input type="checkbox"/> Common law | <input type="checkbox"/> Divorced |
| <input type="checkbox"/> Separated  | <input type="checkbox"/> Widowed  |

\_\_\_\_\_  
**NAME OF ANNUITANT (PRINT)**

\_\_\_\_\_  
**SIGNATURE OF ANNUITANT**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

per: \_\_\_\_\_

per: \_\_\_\_\_

**SPOUSAL/COMMON-LAW PARTNER'S CONSENT TO TRANSFER  
TO A REGISTERED RETIREMENT INCOME FUND CONTRACT**

(Clause 18.2(5.3)(f))

**If you are the spouse or common-law partner of the Applicant who was a member of a pension plan and you are asked to complete this consent, you are encouraged to get independent legal advice about your rights and the legal consequences of signing the Consent below, as well as qualified financial advice about the financial consequences.**

This Consent must be completed by the spouse or common-law partner in the presence of a witness other than the Applicant. The Applicant cannot complete this Consent. Further, you are not obligated to sign the Consent and the Applicant must not be present when it is signed.

I \_\_\_\_\_, am the spouse or common-law partner within the meaning of  
*(print or type, first, middle and last name of spouse or common-law partner)*

*The Pension Benefits Act* of Manitoba (Act) of \_\_\_\_\_ (Applicant) who  
*(print or type first, middle and last name of the Applicant)*

was a member of a pension plan that is subject to the requirements of the Act.

I declare that on the date I signed this certification, that

- (a) I am not living separate and apart from the spouse or common-law partner by reason of a breakdown of our relationship;
- (b) I am aware of my entitlements in respect of the Life Income Fund (LIF) or locked-in Retirement Income Fund (LRIF);
- (c) I have reviewed the Applicant's completed and signed application form and information specified in section 18.2(5.4) of the regulation for each LIF or LRIF in respect of which an application for a prescribed transfer is being made;
- (d) I am aware of the consequences of the proposed prescribed transfer;
- (e) despite the consequences, I consent to the proposed prescribed transfer of the amount identified below;
- (f) this consent is being signed freely and voluntarily without any compulsion on the part of the Applicant and outside the immediate presence of the Applicant;

I further understand that:

- (g) the Applicant wishes to make a one-time transfer under section 21.4 of the Act, which is defined in the regulation as a "prescribed transfer", of an amount equal to \$ \_\_\_\_\_ *(the amount identified as per (5.3)(e))* which may be up to 50% of the balance in one or more of his or her LIFs or LRIFs managed by the institution into a Registered Retirement Income Fund (RRIF) as defined in the *Income Tax Act* (Canada), the contract for which meets the requirements of the regulation ("prescribed RRIF");
- (h) the Applicant cannot make the proposed prescribed transfer from his or her LIFs or LRIFs to the prescribed RRIF without my written consent;
- (i) as a result of signing this consent the amount of funds available to me from the Applicant's LIFs or LRIFs will be reduced;
  - as a survivor on the Applicant's death, and
  - as a former spouse or common-law partner should the funds be required to be divided on the breakdown of our relationship under the credit splitting provisions of section 31(2) of the Act;
- (j) there is *no* maximum annual withdrawal restriction imposed under the prescribed RRIF and that the Applicant may withdraw part or all of the fund at any time; and
- (k) funds in the prescribed RRIF are not subject to the credit splitting provisions of section 31(2) of the Act but could be subject to sharing under the applicable family property legislation;

I consent to the prescribed transfer under section 21.4 of the Act of funds in the amount identified in (g) to a prescribed RRIF and I give my consent by signing and dating this consent in the presence of a witness.

I sign this waiver form at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
*(city/town) (province)*

\_\_\_\_\_  
*(Signature of Spouse or Common-law Partner)*

I, \_\_\_\_\_, of \_\_\_\_\_ do  
*(print or type first, middle and last name of Witness) (print or type full address of Witness)*

witness the signature of the spouse/common-law partner who signed this form before me and not in the presence of the Applicant.

\_\_\_\_\_  
*(Signature of Witness)*

**This consent is void if signed more than 75 days before the Applicant's financial institution received it.**

**COMMENTS AND INSTRUCTIONS  
SPOUSE'S / COMMON-LAW PARTNER'S CONSENT  
TO TRANSFER  
TO A REGISTERED RETIREMENT INCOME FUND CONTRACT**

This consent must be completed by an Applicant's spouse or common-law partner if the Applicant:

- was a member of a pension plan that is subject to the requirements of *The Pension Benefits Act* of Manitoba (Act),
- wishes to apply to make an application to his or her financial institution for a one-time transfer under section 21.4 of the Act, which is defined in the regulation as a prescribed transfer, of an amount up to 50% of the balance in one or more of his or her Life Income Funds or Locked-in Retirement Income Funds to a Registered Retirement Income Fund (RRIF) as defined in the *Income Tax Act* (Canada), the contract for which meets the requirements of the regulation ("prescribed RRIF"), and
- at the time of applying for the prescribed transfer is not living separate and apart from their spouse or common-law partner by reason of a breakdown of their relationship.

Under the Act and the Pension Benefits Regulation (the regulation) "spouse" and "common-law partner" are defined as below:

*"Spouse" means a person who is married to a member or former member.*

*"Common-law partner" of a member or former member means:*

- (a) *a person who, with the member or former member, registered a common-law relationship under section 13.1 of The Vital Statistics Act, or*
- (b) *a person who, not being married to the member or former member, is cohabiting with him or her in a conjugal relationship and has cohabited*
  - (i) *for a period of at least three years, if either of them is married, or*
  - (ii) *for a period of at least one year, if neither of them is married.*

As a result of signing this consent the amount of funds available to the spouse or common-law partner from the Applicant's LIFs or LRIFs will be reduced as a survivor on the Applicant's death, and as a former spouse or common-law partner should the funds be required to be divided equally on the breakdown of the relationship under the credit splitting provisions of section 31(2) of the Act. As a result of the prescribed transfer, the funds remaining in the Applicant's LIF or LRIF will be reduced causing the income available in future years to be reduced.

A prescribed RRIF has no limit on the amount of annual income that may be withdrawn. The Applicant could withdraw the entire balance in the prescribed RRIF leaving the spouse or common-law partner with no funds as a survivor on the Applicant's death.

Funds in the prescribed RRIF are not subject to the credit splitting provisions of section 31(2) of the Act which requires that pension funds be divided equally between spouses or common-law partners once an agreement or order on family assets is in place. However, funds in the prescribed RRIF could be subject to sharing under the applicable family property legislation in the same manner as a regular RRIF. Manitoba's *Family Property Act* sets out the rules for dividing the value of family property between spouses or common-law partners separating in Manitoba. Family property, including funds in a prescribed RRIF, may be divided by agreement or, if a couple cannot agree, by Court order.

**The spouse or common-law partner is not obligated to sign the Consent. However, prior to signing this consent, the spouse or common-law partner should get independent legal advice about his or her rights and the legal consequences of signing the Consent, as well as qualified financial advice about the financial consequences.**

**The consent must be:**

- **completed after the spouse or partner has reviewed the Applicant's completed and signed application form, and the information specified in section 18.2(5.4) of the regulation for each LIF or LRIF in respect of which an application for a prescribed transfer is being made;**
- **completed in its entirety and signed by the spouse or common-law partner, in the presence of a witness and not in the presence of the Applicant;**
- **signed by the spouse or common-law partner within 75 days of the Applicant filing it with the financial institution to which an application is being made for a prescribed transfer; and**
- **given by the spouse or common-law partner for each application separately in the case where the Applicant wishes to make an application for a prescribed transfer from LIFs or LRIFs managed by different institutions.**

**APPLICATION FOR A PRESCRIBED TRANSFER  
FROM A LIFE INCOME FUND (LIF) OR LOCKED-IN RETIREMENT INCOME FUND (LRIF)  
TO A PRESCRIBED REGISTERED RETIREMENT INCOME FUND CONTRACT**  
[Section 21.4 of *The Pension Benefits Act* of Manitoba and subsection 18.2 of the Regulation]

**AN APPLICATION MAY ONLY BE MADE IN RESPECT OF A LIF OR LRIF THAT IS LOCKED-IN UNDER *THE PENSION BENEFITS ACT* OF MANITOBA AND REGULATION.**

**Financial Institution Information**

Name of Financial Institution managing the Applicant's LIF(s) or LRIF(s):

**COMPUTERSHARE TRUST COMPANY OF CANADA**, by its agent \_\_\_\_\_  
(name of broker)

Mailing Address: \_\_\_\_\_  
(print or type address)

\_\_\_\_\_  
City Province Postal Code  
(If the Applicant wishes to make a prescribed transfer from LIF(s) or LRIF(s) managed by different institutions, s/he must make a separate application to each institution.)

**Applicant Information**

1. Name of Applicant:

\_\_\_\_\_  
(Mr./Mrs./Ms.) (print or type first, middle and last name)

Mailing Address: \_\_\_\_\_  
(print or type address)

\_\_\_\_\_  
City Province Postal Code

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Age: \_\_\_\_\_ Birth date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Day / Month / Year)

3. Applicant's Social Insurance Number: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Consent of cohabiting spouse or common-law partner may be required**

(Subsection 21.4(5) of *The Pension Benefits Act* requires that if the Applicant was a pension plan member and has a spouse or common-law partner, and at the time of making the application the Applicant is not living separate and apart from the spouse or partner by reason of a breakdown of their relationship, the prescribed transfer cannot be made unless the spouse or partner consents in writing by completing the "Spouse's/Common-law Partner's Consent to Transfer to a Registered Retirement Income Fund Contract".

**The Applicant must check the appropriate box below.)**

- [ ] I do not have a spouse or common-law partner whose consent is required by subsection 21.4(5) of the Act.  
[ ] I do have a spouse or common-law partner whose consent is required by subsection 21.4(5) of the Act.\*

(\*If spousal or common-law partner consent is required, they must complete a "SPOUSE'S / COMMON-LAW PARTNER'S CONSENT TO TRANSFER TO A REGISTERED RETIREMENT INCOME FUND CONTRACT", signed and witnessed not in the presence of the Applicant, in the form accessible through the Pension Commission website at <http://www.gov.mb.ca/labour/pension/forms>.)

**Fund and Prescribed Transfer Information as Calculated by the Financial Institution**

Identify for each of your LIFs or LRIFs managed by the financial institution, the account number, maximum amount available for a prescribed transfer, if you wish to make a prescribed transfer and the amount to be transferred.

LIF or LRIF (specify which)	Account No.	Maximum Amount Available to Transfer (Preliminary estimate calculated by Computershare; subject to recalculation on date of application)	Request by Applicant for Prescribed Transfer		Amount hereby requested by Applicant to be Transferred to Manitoba prescribed RRIF
			Yes	No	
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
<b>Total Amount to be Transferred</b>					\$

**(The Regulation limits the Applicant to a one-time transfer of up to 50% of the balance in one or more LIFs or LRIFs to a prescribed registered retirement income fund.)**

Maximum amount that may be transferred as calculated by the Financial Institution: \$ \_\_\_\_\_

**Prescribed RRIF Information**

Name of Financial Institution that will manage and issue the prescribed RRIF contract:

\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(print or type Address)

\_\_\_\_\_ (City) \_\_\_\_\_ (Province) \_\_\_\_\_ (Postal Code)

**Applicant's Statement**

**(The application will be void and the transfer will not be made unless the completed application including:**

- the written consent of a spouse or common-law partner, if applicable,
- a written statement received by the Applicant from the Superintendent of Pensions confirming that he or she is satisfied that a prescribed transfer has not previously been made by the Applicant, and
- any other information that Computershare or its agent requires to facilitate the prescribed transfer

**is filed with Computershare's agent within 75 days after the day the information specified in subsection 18.2(5.4) of the regulation was provided to the Applicant.)**

I declare that on the date I sign this application:

- (a) all the information contained in this application and the documents that accompany this application are accurate and complete;
- (b) I have not previously made a prescribed transfer from one or more LIFs or LRIFs to a prescribed Registered Retirement Income Fund under section 21.4 of *The Pension Benefits Act*;
- (c) I have reviewed the information specified in section 18.2(5.4) of the regulation for each LIF or LRIF in respect of which an application for a prescribed transfer is being made; and
- (d) I understand that Computershare Trust Company of Canada and its agent are relying upon the accuracy and completeness of this application and that significant legal consequences to me could follow from any failure in that regard.

Further, I understand no additional prescribed transfer will be permitted under section 21.4 of *The Pension Benefits Act* of Manitoba and the Pension Benefits Regulation.

I sign this application form at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(city/town) (province)

\_\_\_\_\_  
(Signature of Applicant)

**INFORMATION STATEMENT**  
**required by subclause 18.2(5.2)(c)(ii)**  
**of the (Manitoba) PENSION BENEFITS REGULATION**

Provided by: **COMPUTERSHARE TRUST COMPANY OF CANADA, as Trustee**

by its agent (*name of broker*) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

*City* *Province* *Postal Code*

This information is required to be provided by the Trustee as a result of a request by the Applicant for a PRESCRIBED TRANSFER from a LIFE INCOME FUND (LIF) or LOCKED-IN RETIREMENT INCOME FUND (LRIF) to a PRESCRIBED REGISTERED RETIREMENT INCOME FUND (“PRRIF”) under section 21.4 of *The Pension Benefits Act* of Manitoba and subsection 18.2 of the Pension Benefits Regulation. The information to be contained herein is prescribed by subsection 18.2(5.4) of the Regulation and must be provided to the Applicant and to the Applicant’s spouse or common-law partner, if any, whose consent is required by subsection 21.4(5) of the Act before the transfer may be made.

**Applicant Information**

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

**Fund and Prescribed Information**

LIF(s) or LRIF(s) (specify which)	Fund balance as of the date the Applicant’s request for Prescribed Transfer was received by the Trustee	Maximum Amount Available for Prescribed Transfer, calculated as if final application was made on date of initial request	Projection of maximum amount of income that may be paid from Fund in following year if Applicant transfers maximum amount available for transfer
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

**If the Applicant proceeds with the Prescribed Transfer from one or more of the Funds listed above to a PRRIF, the effects will include reductions in:**

- (a) the amount available to the spouse or common-law partner from the LIF(s) and/ or LRIF(s) on the death of the Applicant;
- (b) the amount to be shared with the spouse or common-law partner from the LIF(s) and/or LRIF(s) in the event of a breakdown in his or her relationship with the Applicant; and
- (c) the income that may be paid from each of the LIF(s)and/or LRIF(s) in future years.

**COMPUTERSHARE TRUST COMPANY OF CANADA**

by: \_\_\_\_\_

### COMMENTS AND INSTRUCTIONS

This form must be completed where the retiring member of a pension plan wishes to

- elect a form of pension or purchase a life annuity that provides the spouse or common-law partner with less than the 60% joint survivor pension required by *The Pension Benefits Act*, or no survivor pension; or
- transfer the funds to a Life Income Fund (LIF) or Variable Benefit.

**Prior to completing this form, the spouse or common-law partner should consider obtaining independent legal advice concerning his or her individual rights and the effect of this waiver as well as qualified financial advice about the financial consequences.**

This form must be completed where the owner of a Locked-In Retirement Account (LIRA) wishes to

- transfer the funds to a Life Income Fund (LIF) or Variable Benefit; or
- withdraw all or a part of the LIRA account balance as a result of shortened life expectancy.

This form must be

- completed in its entirety;
- signed by the spouse or common-law partner, and witnessed while the member is not present, within 60 days before the member's pension commences;
- filed with the plan administrator;
- used for benefits earned under pension plans subject to *The Pension Benefits Act* of Manitoba;
- provided to the transferee if funds are moved from one financial institution to another; and
- before money is transferred to another vehicle permitted under the Regulation, provided to the administrator of the vehicle receiving the money.

For further information please contact the plan administrator or financial institution.

### **Definitions**

#### **Administrator**

Means in relation to a pension plan, the person or body of persons responsible for administering the plan, and in relation to a LIRA, the financial institution responsible for administering the plan or fund.

#### **Common-law partner of a member or member-owner means**

(a) a person who, with the member or former member, registered a common-law relationship under section 13.1 of *The Vital Statistics Act*, or

(b) a person who, not being married to the member or former member, cohabited with him or her in a conjugal relationship

(i) for a period of at least three years, if either of them is married, or

(ii) for a period of at least one year, if neither of them is married.



**Joint survivor pension**

Means a form of pension that pays a pension on retirement to the member or member-owner for his or her lifetime and, after death, to the spouse or common-law partner for his or her lifetime.

**60% joint survivor pension**

Means the **joint survivor pension** required by *The Pension Benefits Act* that pays a pension to the member for his or her lifetime and, after death, provides the spouse or common-law partner with a pension for his or her lifetime that is at least 60% of the pension that was payable to the member.

**Member**

Means an employee or former employee who is accruing or entitled to a pension under a pension plan, but is not yet retired and receiving a pension under the plan.

**Member-owner**

Means the individual identified in the LIRA contract as the annuitant and who as a former member of a pension plan transferred a pension benefit credit directly or indirectly to that LIRA.

**Spouse**

Where used in relation to another spouse means the person who is married to that other spouse, and “spouses” mean two persons who are married to each other.

**Variable Benefit**

Means a retirement benefit payable to a member from a pension plan that is subject to the requirements of the Act and pays an adjustable flow of retirement income to the member based on prescribed annuity factors.



**FORM 5A - WAIVER OF 60% JOINT SURVIVOR PENSION  
FOR PENSION PLAN OR LOCKED-IN RETIREMENT ACCOUNT**

*The Pension Benefits Act, Sections 23, Pension Benefits Regulation, Section 3.35,  
Section 10.2 of Division 1, and Section 10.22 of Division 2 of Part 10*

**This form should be completed where:**

The retiring member of a pension plan wishes to

- elect a form of pension or purchase a life annuity that provides the spouse or common-law partner with less than the 60% joint survivor pension required by *The Pension Benefits Act*, or no survivor pension; or
- transfer the funds to Life Income Fund (LIF) or Variable Benefit.

The owner of a Locked-In Retirement Account (LIRA) wishes to

- transfer the funds to a Life Income Fund (LIF) or Variable Benefit; or
- withdraw all or a part of the LIRA account balance as a result of shortened life expectancy.

I, \_\_\_\_\_, am the spouse or common-law partner  
(as described above) of \_\_\_\_\_.  
(name of member or member-owner )

The member or member-owner earned benefits under a pension plan subject to *The Pension Benefits Act* of Manitoba (Act) and was employed in Manitoba on the day he or she ceased to be an active member of the plan.

I understand that under the Act

- I am entitled to a joint survivor pension on the member's death that must be at least 60% of the pension payment that was payable to the member;
- I may waive my entitlement to the 60% joint survivor pension after receiving certain information and completing this waiver;
- if I sign this waiver I will no longer be entitled to the 60% joint survivor pension;
- this waiver may be revoked before the retirement of the member or member-owner by filing with the administrator a written revocation signed by me.

I certify that

- I have read this waiver and understand it;
- I have read the member's retirement statement or a statement from the financial institution showing the balance in the owner's account and know the amount of the benefit I am giving up;
- I am aware of the consequences of waiving the 60% joint survivor pension, and despite the consequences, I waive it;

- I am not living separate and apart from the spouse or common-law partner by reason of a breakdown of our relationship;
- the member or member-owner is not present while I am signing this form;
- I am signing this form of my own free will without duress, coercion or compulsion of any kind; and
- I realize that:
  - this form only gives a general description of the legal rights I have under the Act and the regulation, and
  - if I wish to understand exactly what my legal rights are, I must read the Act and the regulation and seek legal advice.

I hereby waive my entitlement to the 60% joint survivor pension by signing this form in the presence of a witness.

I sign this form at

\_\_\_\_\_ (city/town) \_\_\_\_\_ (province/territory/state) \_\_\_\_\_ (country)

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(signature of spouse or common-law partner)

I, \_\_\_\_\_, of \_\_\_\_\_  
(print name of witness)

\_\_\_\_\_  
(print address of witness)

do witness the signature of the spouse or common-law partner who signed this form before me outside of the presence of the member or member-owner.

\_\_\_\_\_  
(signature of witness)