

**MANITOBA LIRA / LIF TRANSFER AGREEMENT**

Whereas the undersigned Applicant has established a:

**(Please complete for the Appropriate Plan)**

\_\_\_\_ LOCKED-IN RETIREMENT ACCOUNT (LIRA): Contract No: \_\_\_\_\_,  
Plan name: \_\_\_\_\_ with: \_\_\_\_\_,  
(hereinafter known as the Issuer and/or transferee institution), registered under The Income Tax Act (Canada), OR

\_\_\_\_ LIFE INCOME FUND (LIF), Contract No. \_\_\_\_\_,  
Plan name: \_\_\_\_\_ with: \_\_\_\_\_,  
(hereinafter known as the Issuer and/or transferee institution), registered under The Income Tax Act (Canada), OR

It is hereby understood and agreed by the Applicant and the Issuer that the full amount of funds transferred by the Co-operative Superannuation Society Pension Plan **are LOCKED-IN PENSION FUNDS to provide the Applicant with a pension at retirement**, and such funds and all future earnings on such funds, will be deposited to the above mentioned LIRA or LIF. This plan, and any successor plan complies, or will comply with the provisions and requirements of The Manitoba Pension Benefits Act (the Act), and the applicable regulations under that Act (i.e., administered as a deferred life annuity under the Act).

By signing this Agreement and on finalization of the requested transfer, the Applicant acknowledges that no further benefits are due to him/her and/or his/her beneficiary or estate from the Co-operation Superannuation Society Pension Plan resulting from his/her participation in the Co-operative Superannuation Society Pension Plan. The Issuer assumes all responsibilities and liabilities imposed under the Manitoba Pension Benefits Act and regulations for failure to comply with the provisions of the Act.

The Issuer further acknowledges that a specimen copy of the contract has been filed with and approved by the Manitoba Superintendent of Pensions.

If the Applicant is applying for a transfer to a LIF the Applicant certifies that he/she (has/has not) \_\_\_\_\_ a "spouse" or "common-law partner" within the meaning in The Pension Benefits Act of Manitoba. (See reverse)

**Signed by:** APPLICANT \_\_\_\_\_ WITNESS \_\_\_\_\_

APPLICANT'S Name: \_\_\_\_\_ Social Insurance Number: \_\_\_\_\_

**Completed** on behalf of:

ISSUER: \_\_\_\_\_  
(Name of Issuer)

ISSUER ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Signed on behalf of Issuer by:

\_\_\_\_\_  
(Print complete Name)

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Notes:

- (1) **This Agreement must be accompanied by a properly completed Form T2151(E), and if applicable in the case of transfer to a LIF a completed Spouse's Pension Waiver Form on the reverse of this agreement.**
- (2) **It is the responsibility of the Issuer to ensure that the name of the LIRA or LIF and that of the Issuer specified above and on the T2151(E) precisely matches the names of such appearing on the Superintendent's list of filed specimen plans. The requested transfer will not be processed if such is not the case and all documentation will be returned to the Issuer.**
- (3) In accordance with the provisions of the Co-operative Superannuation Society Pension Plan, payments under a life annuity or other retirement income arrangement may commence at the earliest of the Applicant's 50th birthday, or the date when the Applicant's age at time of terminating employment with employers participating in the Co-operative Superannuation Society Pension Plan, plus completed years of service with employers participating in the Co-operative Superannuation Society Pension Plan equals or exceeds the sum of 75 years.

The amount transferred to the LIRA or LIF by the Co-operative Superannuation Society Pension Plan pursuant to this lock-in agreement is \$ \_\_\_\_\_.

CO-OPERATIVE SUPERANNUATION SOCIETY PENSION PLAN  
SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_, \_\_\_\_\_.

To be completed by the spouse or common-law partner if the Member is requesting a transfer of funds to a Life Income Fund (LIF).

## Form 5A Waiver of 60% Joint Survivor Pension

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

The member 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 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 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 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.

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

"spouse" of a person means the individual who is married to that person.

"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, 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;