

Retirement Income Fund Endorsement For Locked-In Ontario Pension Funds Transferred to a LIF

Upon receipt of locked-in money, The Manufacturers Life Insurance Company further declares as follows:

This Endorsement forms a part of retirement income fund policy number _____
Owner _____

1. In this Endorsement, "Manulife Financial" refers to The Manufacturers Life Insurance Company. The words "Pension Act" mean the Ontario Pension Benefits Act, R.S.O. 1990 c.P.8, and the word "Regulation" means the regulation made under the Pension Act. The word "Superintendent" means the Superintendent of Financial Services Commission of Ontario. The words "Tax Act" mean the Income Tax Act (Canada). The word "fund" refers to the retirement income fund indicated above to which this Endorsement is attached.

2. For purposes of this Endorsement, the words "former member", "member", "pension benefit", "pension plan" and "spouse" have the same meanings as are respectively given to these words in section 1 of the Pension Act.

Notwithstanding anything to the contrary contained in this fund, including any endorsements forming a part of it, for the purposes of any provision of the Tax Act respecting Registered Retirement Income Funds, the word "spouse" does not include any person who is not recognized as a spouse or common-law partner under the Income Tax Act (Canada). Spousal status is established on the date a life annuity is purchased under paragraph 3(b) or 5 below, or on the date of the owner's death, whichever comes first.

3. Subject to paragraph 146.3(2)(e.1) of the Income Tax Act (Canada), while this fund remains in force, the owner may transfer all or part of the money in the fund

- (a) to another life income fund governed under Schedule 1.1 of the Regulation or,
- (b) for the purchase of a deferred life annuity as stipulated in paragraph 60 (l) of the Tax Act and that meets the requirements of section 22 of the Regulation.

Manulife Financial will make this transfer no more than 30 days after it receives the owner's request for the transfer.

Any withdrawal fees specified in the fund will be applicable at the time of the transfer.

4. If the owner dies while this fund is in force, the money in the fund will be paid to or on behalf of the surviving spouse

- (a) if the owner is a member or former member,
- (b) if the owner has a spouse at the date of death, and
- (c) if the surviving spouse is not living separate and apart from the owner on the date of death.

Otherwise the money will be paid to the designated

beneficiary, if any, otherwise to the estate of the owner of the fund.

5. The owner's spouse may waive survivor's benefits, and may revoke any such waiver, before the money in the fund is used to purchase a life annuity, by giving written notice to the annuity issuer.

6. The value of the assets in this fund and payments out of this fund or payments under a life annuity are subject to division in accordance with the terms of a domestic contract or order made under the Family Law Act of Ontario.

7. Each fiscal year of the fund ends on December 31 and will not exceed 12 months.

Under the terms of the fund, the owner will be paid an income; this income will commence

(a) no earlier than the earliest date on which the owner would have been entitled to receive pension benefits under any pension plan from which money was transferred into this fund, and

(b) no later than the last day of the second fiscal year of the fund.

The income will continue as long as the fund remains in force.

8. The total of all income payments and cash withdrawals made out of the fund during a fiscal year will not be less than the LIF Minimum nor more than the LIF Maximum, as set out in paragraph 11 below. Subject to these minimum and maximum amounts, the owner may elect the amount of each income payment, and if no election is made, payments are made in accordance with the provisions of the fund.

9. Notwithstanding paragraph 8 above, the owner may apply to the financial institution to:

(a) withdraw all or part of the money in the fund if a physician certifies that the owner has an illness or physical disability that is likely to shorten his or her life to less than two years,

(b) transfer to an RRSP or RRIF or withdraw all the money in the fund if he or she is at least 55 years of age and the value of all assets in all LIRAs, LIFs and LRIFs owned by him or her do not exceed 40% of the YMPE for that calendar year,

(c) withdraw all the money in the fund if he or she is a non-resident of Canada for at least 24 months, as determined by the Canada Revenue Agency (CRA), or

(d) transfer to an RRSP or RRIF or withdraw up to 25% of the market value transferred into the fund if assets transferred into the fund are from a pension fund, locked-in retirement account, a

locked-in retirement income fund or life income fund governed under Schedule 1 of the Regulation. The application for withdrawal or transfer must be made within 60 days from the date of transfer.

Application for any of the above must be on a form provided by the Superintendent and be accompanied by a statement signed by the owner's spouse that the spouse consents to the withdrawal or transfer or by a statement signed by the owner that they do not have a spouse.

10. The owner may apply in writing to the Superintendent for consent to withdraw all or part of the fund in circumstances of Financial Hardship, in accordance with the Pension Act. The application must be a form provided by the Superintendent and be accompanied by a statement signed by the owner's spouse that they consent to the withdrawal or a statement signed by the owner that they do not have a spouse.
11. For any fiscal year, the LIF Minimum is equal to the greater of the RIF minimum amount as defined by the Tax Act, or the LIF minimum amount as defined by Schedule 1.1 of the Regulation and the LIF Maximum is equal to the LIF maximum amount as defined by Schedule 1.1 of the Regulation.

The LIF Minimum and the LIF Maximum applicable to any fiscal year are based on the balance of the money in the fund on the first day of the fiscal year.

12. Subject to paragraph 6 above, the money in the fund may not be assigned, charged, anticipated or given as security, except for the purposes of subsection 65(3) of the Pension Act.
13. Manulife Financial will provide the statements required by the Regulation.
14. The rights of the owner with respect to the investment of capital are as specified in the fund.

15. For the purpose of a transfer, the purchase of a life annuity, a death benefit, or a division of the money under paragraph 6 above, the method used to determine the value of the fund is as specified in the fund.

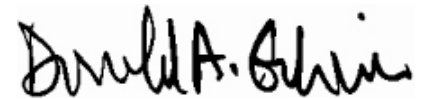
16. If any amendment is made to the fund that would reduce any benefits, the owner may request the transfer of the money in the fund in accordance with paragraph 3 above, before the effective date of the amendment. Manulife Financial will send the owner notice of the amendment and the period during which the transfer may be requested. The owner will receive this notice at least 90 days before the effective date of the amendment.

If any other amendment is made to the fund, Manulife Financial will notify the owner at least 90 days before the effective date of the amendment.

17. Manulife Financial affirms the provisions contained in this fund.

18. Notwithstanding anything to the contrary contained in the fund, the conditions of this Endorsement will take precedence over the provisions in the fund in the case of conflicting or inconsistent provisions. **Future amendments to the Pension Act and the Regulations, or subsequent legislation may override this Endorsement.**

THE MANUFACTURERS LIFE INSURANCE COMPANY



President and Chief Executive Officer