

## Retirement Income Fund Endorsement For Locked-in Quebec 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 plan policy number

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Owner \_\_\_\_\_

1. In this Endorsement, "Manulife Financial" refers to The Manufacturers Life Insurance Company. The words "Pension Act" mean the Quebec Supplemental Pension Plans Act, and the word "Regulation" means the regulation made under the Pension Act. 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 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 a common-law partner under the Tax Act. 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. The only amounts that can be transferred to your fund are those coming directly or indirectly from
  - (a) the fund of a pension plan governed by the Pension Act;
  - (b) the fund of a supplemental pension plan governed by a law emanating from a legislative authority other than the Parliament of Quebec that grants the right to a deferred pension;
  - (c) the fund of a pension plan established by an act of the Parliament of Quebec or another legislative authority;
  - (d) a locked-in retirement account;
  - (e) a life annuity contract referred to in the Regulation;
  - (f) a life income fund
4. 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,
  - (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 23 of the Regulation, or
  - (c) before the latest maturity date for Registered Retirement Savings Plans, as specified under the Tax Act, to a registered retirement savings plan that meets the requirements of section 29 of the Regulation.

All transfers are subject to paragraph 146.3(2)(e) of the Income Tax Act (Canada). Manulife Financial will make this transfer not more than 30 days after it receives the owner's request for the transfer.
5. 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, if any. Otherwise the money will be paid to the designated beneficiary, if any, otherwise to the estate of the owner of the fund.
6. The entitlement of your spouse to any death benefits as specified under paragraph 5 of this endorsement, ceases
  - (a) upon separation from bed and board,
  - (b) upon divorce,
  - (c) upon annulment of marriage, or
  - (d) in the case of an unmarried spouse, upon cessation of conjugal relationship, except in the

cases and under the conditions provided for in paragraphs 1 and 2 of section 89 of the Pension Act.

7. 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.
8. The entire balance of the fund can be paid in a lump sum to the owner who is at least age 65 at the end of the year preceding their application, if the aggregate of the sums they have accumulated in the following plans:
  - (a) defined contribution pension plans;
  - (b) defined contribution-defined benefit pension plans, by applying provisions identical to those for a defined contribution plan;
  - (c) life income funds;
  - (d) locked-in retirement accounts;
  - e) locked-in RRSPs (registered retirement savings plans whose balance must be converted to a life annuity)

Does not exceed 40% of the Maximum Pensionable Earnings determined in accordance with the Act respecting the Quebec Pension Plan for the year during which the owner applies for payment.

The owner's application must be accompanied with a declaration to this effect. The declaration must be in conformity with the one prescribed in schedule 0.2 of the Regulation.

If a sum is paid from the owner's plan contrary to the provisions of this contract or the Regulation, the fund's balance shall be determined without taking into account the irregular payment, unless such payment is the result of a false statement by the owner.

9. A lump sum payment may be made to the owner where the owner certifies he has not resided in Canada for the preceding two years.
10. 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.

11. The amount of income paid during a fiscal year of the fund will not be less than the minimum amount for a retirement income fund as defined in the Income Tax Act (Canada) and is subject to the upper limit referred to in section 20.1 of the Regulation. The maximum income calculation is based on the nominal interest rate of interest earned on long-term bonds issued by the Government of Canada, referred to in section 21 of the Regulation.
12. If the money in the fund is derived from money transferred directly or indirectly during the first fiscal year of the fund from another LIF of the owner, the maximum amount to be paid in the first fiscal year, as referred to in paragraph 10 above, will be equal to zero, except to the extent that the Income Tax Act (Canada) requires the payment of a higher amount.
13. If an additional deposit is made to the fund in any fiscal year, and that additional deposit has never been under a LIF before, an additional cash withdrawal will be allowed in that fiscal year.

The additional cash withdrawal will not exceed the maximum amount that would be determined as described in paragraph 10 above if the amount of the additional deposit were being transferred into a separate LIF and not into this fund.

14. The locked-in money in the plan, including interest, may not be assigned, charged, anticipated or given as security and is exempt from execution, seizure, attachment or other process of law. Any transaction that contravenes this paragraph is void.

Except as provided in paragraphs 8 or 9 above, the locked-in money in the plan, including interest, may not be commuted, surrendered or withdrawn in cash during the lifetime of the owner. Any transaction that contravenes this paragraph is void.
15. Manulife Financial will provide the statements required by section 24, 25 and 26 of the Regulation.
16. 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.
17. 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 4 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.

Notice of any amendment will be sent by registered mail to the address of the owner according to Manulife Financial's records.

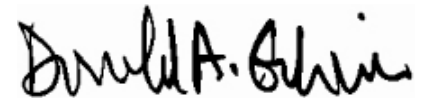
Except to fulfill requirements under law, we may not make any other amendment without having previously notified you.

We may amend this contract only to the extent that it remains in conformity with the standard

contract registered with the Regie des rentes du Quebec and Canada Revenue Agency.

18. Manulife Financial affirms the provisions contained in this fund.
19. 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