

Retirement Savings Plan Endorsement For Locked-In Quebec Pension Funds Transferred to a LIRA

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

This Endorsement forms a part of retirement saving plan policy number: _____

Owner: _____

1. Definitions

In this Endorsement, "Manulife Financial" refers to The Manufacturers Life Insurance Company. The words "Pension

Act" mean the Supplemental Pension Plans Act of Quebec, and the word "Regulation" means the Regulation made under the Pension Act. The words "Tax Act" mean the Income Tax Act (Canada) and any applicable provincial income tax legislation.

The word "plan" refers to the retirement savings plan indicated above, to which this Endorsement is attached. The word "owner" as used in this Endorsement has the same meaning as is given to the word "purchaser" in section 29 of the Regulation, and in the case of a group retirement savings plan, refers to the certificate holder.

The word "member" refers to the person entitled to the amounts transferred into the plan by reason of membership in a pension plan governed by the Pension Act and registered under the Tax Act.

The words "deferred pension", "life income fund", "locked-in retirement account", "pension" and "pension plan" shall have the same meanings as are respectively given to these words in the Pension Act or the Regulation.

2. Spouse

For purposes of this Endorsement, the word "spouse" is as defined in section 85 of the Pension Act.

Notwithstanding anything to the contrary contained in the plan, including any endorsements forming a part of it, for the purposes of any provision of the Tax Act respecting Registered Retirement Savings Plans ("RRSP"s) and Registered Pension Plans, 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 the first periodic amount is payable, or on the day before the owner's death, whichever comes first.

The entitlement of the owner's spouse to any annuity benefits or death benefits specified in paragraphs 4 and 5 of this Endorsement, respectively, 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.

3. Sources of Funds

The only amounts that may be transferred into an account containing locked-in money are amounts originating, directly or indirectly, from

- (a) the fund of a pension plan governed by the Pension Act and registered under the Tax Act,
- (b) another locked-in retirement account registered as a retirement savings plan,
- (c) a life income fund registered as a retirement income fund,

- (d) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Quebec and granting entitlement to a deferred pension,
- (e) a supplemental pension plan established by an act emanating from the Parliament of Quebec or from another legislative authority, or
- (f) an annuity contract referred to in section 30 of the Regulation, where the capital originates from a registered pension plan.

4. Annuity Benefits

Except as provided for in the Regulation, the locked-in money in the plan, in whole or in part, including all investment earnings, may be converted at any time only into a life annuity or a deferred life annuity as described in the definition "*retirement income*" of subsection 146(1) of the Tax Act and that meets the requirements of subsection 29(2) of the Regulation.

Payments under the annuity must commence no later than the date stipulated for maturity of the plan in either the Regulation or the Tax Act, whichever occurs earlier. The guarantee period under the annuity, if any, must end not later than the day preceding the owner's 90th birthday.

If the owner of this plan was the member and has a spouse at the date when the payments under the annuity commence, then, except as specified in paragraph 2 above, the annuity must provide that payments will continue to the owner's spouse for the spouse's lifetime following the death of the owner, unless a waiver signed by the owner's spouse is in effect. The amount of each payment to the spouse will be not less than 60%, nor more than 100%, of the amount payable before the owner's death.

At any time before the conversion, the owner is entitled to transfer the locked-in money in the plan, in whole or in part, in accordance with paragraph 10 of this Endorsement.

Any withdrawal fees specified in the plan will be applicable at the time of the conversion or transfer.

5. Death Benefits

If the owner dies before the locked-in money in the plan is converted into an annuity, the death benefit specified in the plan will become payable.

If the owner of this plan was the member, the death benefit attributable to the locked-in money in the plan will be payable to the owner's spouse if there is one at the time of death, otherwise to the appointed beneficiary, unless the owner's spouse has waived his/her entitlement in the prescribed form and manner and has not revoked his/her waiver prior to the owner's death. The entitlement of the owner's spouse, if any, takes precedence over any beneficiary appointment under the plan, except as specified in paragraph 2 above.

6. Disability Benefits

A lump sum payment or a series of payments may be made to the owner where a physician certifies to Manulife Financial that due to a mental or physical disability, the life expectancy of the owner is likely to be shortened considerably.

7. Non-resident benefits

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.

8. Assignment or Commutation

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.

The locked-in money in the plan, including interest, may not be commuted, surrendered or withdrawn in cash during the lifetime of the owner where an amount is required to be paid by the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the Tax Act. Any transaction that contravenes this paragraph is void.

9. Amendments

Except to fulfill requirements under law, if any amendment is made to the plan that would reduce any benefits, the owner may request the transfer of the locked-in money in the plan in accordance with

paragraph 10 of this Endorsement, 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.

Any increase in any fees debited to the plan will be deemed to be an amendment that would reduce benefits resulting from the plan.

Except to fulfill requirements under law, no other amendments may be made to the plan without prior notification to the owner.

The plan may be amended only to the extent that it remains in conformity with the standard contract registered with the Régie des rentes du Québec and with Revenue Canada.

10. Transfers

At any time, the owner may request that the locked-in money in the plan, in whole or in part, be transferred

- (a) to another locked-in retirement account that meets the requirements and conditions of section 29 of the Regulation,
- (b) to a life income fund that meets the requirements and conditions of sections 18 to 26 of the Regulation,
- (c) to a pension plan referred to in section 98 of the Pension Act, or
- (d) for the purchase of an annuity contract as stipulated in the definition "*retirement income*" of subsection 146(1) of the Tax Act, and that meets the requirements of section 30 of the Regulation.

Manulife Financial will make the transfer not more than 30 days after it receives the owner's request for it.

Before transferring any locked-in money to another financial institution, Manulife Financial will advise the transferee financial institution in writing of the locked-in status of the money and will ensure that the transferee financial institution makes its acceptance of the transfer subject to the conditions provided for in the Pension Act and the Regulation.

11. Withdrawals

The entire balance of the plan can be paid in a lump sum to the owner who is at least age 65 at the end of the year preceding his 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. Any withdrawal fees specified in the plan will be applicable at time of withdrawal.

If a sum is paid from the owner's plan contrary to the provisions of this contract or the Regulation, Manulife Financial will, at the owner's request, reimburse that amount as a penalty, unless such payment is the result of a false statement by the owner.

12. Investments

Manulife Financial affirms that the money in the plan will be invested in a manner that complies with the rules for the investment of money in an RRSP. All locked-in money in the plan will be held in an account containing only locked-in money, which account is separate from any account under the plan holding money that is not locked-in.

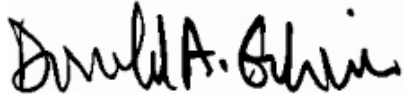
13. Statements

Manulife Financial will provide the statements required by section 29(10) of the Regulation.

14. General Provisions

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

THE MANUFACTURERS LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Donald A. Schin". The signature is written in a cursive, flowing style.

President and Chief Executive Officer