

**ADDENDUM TO DESJARDINS SECURITIES INC.  
SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST (RSP 168-066)****FOR LOCKED IN PENSION (BRITISH COLUMBIA) TRANSFERS TO  
A LOCKED IN REGISTERED RETIREMENT SAVINGS PLAN (LRSP)**

In this Addendum, "Trustee" means Desjardins Trust Inc. and "Agent" means Desjardins Securities Inc. "Plan" means Desjardins Securities Inc. Locked-in RRSP (British Columbia). "Declaration of Trust" means the declaration of trust which sets out the terms and conditions governing Desjardins Securities Inc. Self-Directed Retirement Savings Plan. "Annuitant" has the same meaning as this term is used in the Declaration of Trust and as the term "owner" is used in the Act and the Regulation.

Upon receipt of a locked-in benefit pursuant to the *Pension Benefits Standards Act* (British Columbia), the Trustee, the Agent and the Annuitant agree that these presents shall form part of the terms and conditions of the Plan.

1. For the purposes of this Addendum, the word "Act" means the *Pension Benefits Standards Act* (British Columbia), as amended from time to time, and the word "Regulation" means the *Pension Benefits Standards Regulation*, B.C. Reg. 433/93, as amended from time to time.
2. For the purposes of this Addendum, all terms defined in section 1 of the Act and in subsection 29(1) of the Regulation shall have the same meanings herein as are respectively given to the terms in the Act and the Regulation, including the terms "contract", "life annuity contract", "owner", "locked-in RRSP", "RRSP", "spouse", "superintendent", "underwriter" and "Year's Maximum Pensionable Earnings".
3. Notwithstanding paragraph 2 of this Addendum, "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 *Income Tax Act* (Canada) respecting a registered retirement savings plan.
4. Subject to paragraph 5 of this Addendum, all property, including all investment earnings, that is subject to any transfer to or from the Plan, as defined by the Declaration of Trust, is to be used to provide or secure a pension that would, but for such transfer or any previous transfers, be required by the Act and the Regulation.
5. Subject to paragraphs 6, 13, 19 and 20 of this Addendum, no withdrawal, commutation, or surrender of benefits is permitted, and no transfer of property is permitted except to:
  - (a) transfer the property to another underwriter's contract complying with both the requirements for a locked-in RRSP contained in the Regulation and the requirements of paragraph 10 of this Addendum;
  - (b) purchase a life annuity contract in accordance with subsection 146(l) of the *Income Tax Act* (Canada);
  - (c) transfer the property to a pension plan on the conditions referred to in section 33(2)(a) of the Act; or
- (d) transfer the property to an approved life income fund on the relevant conditions specified in section 30 of the Regulation; or
- (e) reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada) in respect of the Plan.
6. A lump sum or series of payments may be made to the Annuitant if a physician certifies that due to physical disability the life expectancy of the Annuitant is likely to be shortened considerably and the spouse of the Annuitant has waived the life pension entitlement in the form and manner set out in Form 2 of Schedule 2 to the Regulation.
7. The property in a Plan may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment, and any transaction purporting to assign, charge, alienate or anticipate such property is void except where permitted by the Act or Regulation.
8. The Trustee and the Agent hereby affirm that the property in the Plan shall conform with the rules for the investment of RRSP money contained in the *Income Tax Act* (Canada) and the regulations thereunder and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the owner of the RRSP or the parent, brother, sister or child of the owner of the RRSP or the spouse of any of those persons.
9. Where property in the Plan is transferred out contrary to the Act, the Regulation or this Addendum, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the property not been transferred out.
10. The Agent acting on behalf of the Trustee, before transferring out property from the Plan to another underwriter pursuant to subparagraph 5(a) of this Addendum, shall:
  - (a) ensure that the other underwriter's name and contract are on the superintendent's approved list of savings institutions and insurance companies;
  - (b) advise the other underwriter in writing of the requirement to lock-in the property; and
  - (c) make the other underwriter's acceptance of the transfer subject to compliance with the locked-in RRSP conditions contained in subsection 29(7) of the Regulation.
11. If paragraph 10 of this Addendum is not complied with and the transferee underwriter fails to pay the benefits transferred in the form of a pension or in the manner required by subsection 29(7) of the Regulation, the Trustee will provide or ensure the provision of the pension referred to in paragraph 9 of this Addendum.
12. The Trustee and the Agent hereby acknowledge that the pension payable to a former member of a pension plan who

has a spouse at the date the pension commences is to be a joint pension payable during the joint lives of the former member of a pension plan and the spouse with at least 60% continuance to be payable to the survivor for life after the death of either unless the spouse waives the entitlement in the form and manner set out in Form 2 of Schedule 2 to the Regulation.

in the documents pertaining thereto as if the Annuitant had at that time instructed the Agent to transfer the property of the Plan to the life income fund, had signed the appropriate documents to effect such transfer, and had refrained from making the designation referred to in subparagraph (a).

13. On the death of a former member of a pension plan who has a spouse, the property in the Plan will be used to provide a pension for the surviving spouse unless the surviving spouse waives spousal entitlement in the form and manner set out in Form 4 of Schedule 2 to the Regulation and will be transferred:
  - (a) to another locked-in RRSP on the relevant conditions specified in section 29 of the Regulation;
  - (b) to purchase a life annuity contract; or
  - (c) to an approved life income fund on the conditions specified in section 30 of the Regulation.
14. If the Annuitant is not survived by a spouse or the surviving spouse waives spousal entitlement in the form and manner set out in Form 4 of Schedule 2 to the Regulation, the benefits will be paid to the designated beneficiary or, if no beneficiary has been designated, to the Annuitant's estate.
15. No benefit that is not locked in will be transferred to or held under the Plan unless the locked-in money is to be held in a separate account.
16. Money, including interest, which is transferred to this Plan shall not be subsequently used to purchase a life annuity contract that differentiates on the basis of the Annuitant's sex.
17. If the Annuitant fails to instruct the Agent in writing with respect to the form of pension to be provided, or fails to provide such documentation as may be required to begin such a pension, at least 30 days (or such shorter period as the Agent may permit in its discretion) prior to December 31st in the year the Annuitant attains the age limit as provided in the *Income Tax Act* (Canada), the Agent shall transfer the property of the Plan to a life income fund opened and registered for such purpose in the name of the Annuitant. Where any such property is not a qualified investment for a life income fund, the Agent shall convert the property into cash and transfer such cash into a life income fund. Upon transfer of all such property or cash to the life income fund:
  - (a) the Annuitant shall be deemed not to have elected to designate any beneficiary upon death; and
  - (b) the Annuitant shall be subject to all the terms and conditions of the life income fund as stated
18. If the Plan holds identifiable and transferable securities, any transfer or purchase referred to in this Addendum may, at the option of the Trustee and with the consent of the Annuitant, be effected by remittance of the investment securities of the Plan.
19. An Annuitant may withdraw money from the Plan if:
  - (a) the Annuitant has been absent from Canada for two or more years;
  - (b) the Annuitant has become a non-resident of Canada as determined for the purposes of the *Income Tax Act* (Canada), and
  - (c) the Annuitant completes and files a certificate of non-residency in Form 6 in the manner described in section 23.1(2) of the Regulation.
20. If the Annuitant is 65 years of age or older, the Annuitant may withdraw money from the plan if the Annuitant:
  - (a) has in the aggregate in each plan, RRSP, and fund referred to in section 30(11) of the Act, not more than an amount equivalent to 40% of the Year's Maximum Pensionable Earnings, and
  - (b) completes a declaration of commutable amount using Form 5 of Schedule 2 of the Regulation and files a copy of the completed form with each relevant pension plan and financial institution; and
  - (c) if the Annuitant has a spouse, the Annuitant obtains the spouse's waiver of entitlements using Form 2 of Schedule 2 and files a copy of the completed form with each relevant pension plan and financial institution.
21. The Annuitant represents to the Trustee that the Annuitant is:
  - a member or former member of the pension plan from which the Locked-In assets originate.
  - a spouse or former spouse of a member or former member of the pension plan from which the Locked-In assets originate.
22. The Trustee and the Agent hereby affirm the provisions contained in the Declaration of Trust.
23. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.

RSP 168-066  
November 29, 2007

Name of the Annuitant: \_\_\_\_\_ Account number: \_\_\_\_\_

Desjardins Securities is a member of the Investment Industry Regulatory Organization of Canada (IIROC) and a member of the Canadian Investor Protection Fund (CIPF).