

**ADDENDUM TO THE DESJARDINS SECURITIES INC.
SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST (RSP 168-066)**

**FOR LOCKED IN PENSION (CANADA) TRANSFERS TO
A RESTRICTED LOCKED-IN SAVINGS PLAN (RLSP)**

In this Addendum, "Trustee" means Desjardins Trust Inc. and "Agent" means Desjardins Securities Inc. "Plan" means the Desjardins Securities Inc. Restricted Locked-in Savings Plan account (Canada). "Declaration of Trust" means the declaration of trust which sets forth 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.

Upon receipt of a locked-in benefit pursuant to the *Pension Benefits Standards Act, 1985(Canada)*, 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, 1985*, R.S.C. 1985, c. 32 (2nd Supp), as amended from time to time, and the word "Regulation" means the *Pension Benefits Standards Regulations, 1985*, SOR/87-19. as amended from time to time.
2. For the purposes of this Addendum, all terms defined in section 1 of the Act and all terms defined in the Regulation shall have the same meanings herein as are respectively given to the terms in the Act and the Regulation.
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 this Addendum, all property, including all investment earnings, that is subject to any transfer to or from the Plan 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 Subject to this Addendum, no property, including all investment earnings, shall be withdrawn from the Plan in whole or in part except:
 - (a) to transfer the property to a pension plan if the pension plan permits such a transfer and if the pension plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years of membership in the plan;
 - (b) to transfer the property to another restricted locked-in savings plan;
 - (c) to purchase an immediate life annuity or a deferred life annuity in accordance with subsection 146(1) of the *Income Tax Act* (Canada); or
 - (d) to transfer the property to a restricted life income fund.
6. Where a pension benefit credit transferred into the Plan was not varied according to the sex of the plan member, an immediate life annuity or a deferred life annuity purchased by the funds accumulated in the Plan shall not differentiate on the basis of sex.
7. Except as provided in subsection 25(4) of the Act (marriage breakdown) no property in the Plan, including interest, shall be assigned, charged, anticipated or given as security and any transaction purporting to assign, charge, anticipate or give as security money in the Plan is void.
8. The Agent acting on behalf of the Trustee, before transferring property from the Plan, shall advise in writing any subsequent transferee that the property transferred must be administered as a pension or deferred pension under the Act and Regulation.
9. On the death of the Annuitant, the property in the Plan shall be paid to the survivor of the Annuitant by:
 - (a) transferring the property to a pension plan if the pension plan permits such a transfer and if the pension plan administers the benefit attributed to the transferred funds as if the benefit were that of a plan member with two years of membership in the plan;
 - (b) transferring the property to another restricted locked-in savings plan or to a locked-in registered retirement savings plan;
 - (c) purchasing an immediate life annuity or a deferred life annuity in accordance with paragraph 60(l) of the *Income Tax Act* (Canada); or
 - (d) transferring the property to a life income fund or to a restricted life income fund.
10. 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 restricted 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 restricted life income fund, the Agent shall convert the property into cash and transfer such cash into a restricted life income fund. Upon transfer of all such property or cash to the restricted 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 restricted life income fund as stated 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 restricted life income fund, had signed the appropriate documents to effect such transfer, and had refrained from making the designation as referred to in subparagraph (a).

11. The property in the Plan shall be invested in a manner that complies with the terms of the Declaration of Trust and the rules for investments by trusts governed by a registered retirement savings plan as provided for in the *Income Tax Act* (Canada) and the regulations thereunder.

12. No property that is not locked-in shall be transferred to or held under the Plan.

13. The balance of the Plan may be paid to the Annuitant in a lump sum where a physician certifies that, owing to a mental or physical disability, the life expectancy of the Annuitant is likely to be shortened considerably.

14. The Annuitant may withdraw an amount from the Plan up to the lesser of the amount determined by the formula set out in section 15 hereof and 50% of the Year's Maximum Pensionable Earnings minus any amount withdrawn in the calendar year under this section — from any locked-in registered retirement savings plan — or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulation

(i) if the Annuitant certifies that the Annuitant has not made a withdrawal in the calendar year under this section — from any locked-in registered retirement savings plan — or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulation other than within the last 30 days before this certification,

(ii) if, in the event that the value of M in section 15 hereof is greater than zero,

(A) the Annuitant certifies that the Annuitant expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Annuitant's total expected income for that calendar year determined in accordance with the *Income Tax Act* (Canada), excluding withdrawals in the calendar year under this section — from any locked-in registered retirement savings plan — or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulation, and

(B) a physician certifies that such medical or disability-related treatment or adaptive technology is required, and

(iii) if the Annuitant gives a copy of Form 1 and Form 2 of Schedule V of the Regulation to the Agent.

15. The amount referred to in section 14 hereof of the present Addendum is determined by the following formula:

$$M + N$$

where

M is the total amount of the expenditures that the Annuitant expects to make on medical or disability-related treatment or adaptive technology for the calendar year, and

N is the greater of zero and the amount determined by the formula

$$P - Q$$

where

P is 50% of the Year's Maximum Pensionable Earnings, and

Q is two thirds of the Annuitant's total expected income for the calendar year determined in accordance with the *Income Tax Act* (Canada), excluding withdrawals in the calendar year under paragraph (1)(d), 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Regulation.

16. If the Plan is established in the calendar year in which the Annuitant reaches 55 years of age or in any subsequent calendar year, the Annuitant of the Plan may transfer 50% of the funds in that Plan to a registered retirement savings plan or a registered retirement income fund within 60 days after the establishment of the Plan if

17. the Plan was created as the result of the transfer of a pension benefit credit under section 26 of the Act or a transfer from a locked-in registered retirement savings plan or a life income fund, and

18. if the Annuitant gives a copy of Form 2 of Schedule V of the Regulation to the Agent.

19. The value of the Plan is equal to the total value of the investment held by the Plan. The value of units or shares (individually a "security") of mutual funds held in the Plan shall be determined in accordance with the determination of net asset value per security set out in the current prospectus and annual information from such mutual fund. The market value of all other investments held in the Plan shall be determined by the Agent in accordance with applicable industry practices and such valuation shall be conclusive for all purposes hereof.

20. The conditions of this Addendum will take precedence over the provisions in the Declaration of Trust in the case of conflicting or inconsistent provisions.

21. If any part of the commuted value of the deferred pension transferred from the pension plan was determined in a manner that differentiated on the basis of sex, the Annuitant should indicate the portion below.

_____ % Yes, the preceding portion of the commuted value was determined in a manner that differentiated on the basis of sex.

22. 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.

21. The Trustee, Agent and Annuitant hereby agree to be bound by the provisions contained in the Declaration of Trust and this Addendum.

RIF 0694
August 20, 2008

Signed at _____ on _____ Account number: _____

Name of the Annuitant : _____

Signature of the Annuitant : _____

Authorized signature of Desjardins Securities Inc., Agent for Desjardins Trust Inc. : _____