

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

**FOR LOCKED IN PENSION (NEW BRUNSWICK) TRANSFERS TO  
A LOCKED-IN RETIREMENT ACCOUNT (LIRA)**

In this Addendum, "Trustee" means Desjardins Trust Inc. and "Agent" means Desjardins Securities Inc. "Plan" means Desjardins Securities Inc. Locked-in Retirement Account (New Brunswick). "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 with "owner" as defined in section 21 of the Regulation.

Upon receipt of a locked-in pension benefit pursuant to the *Pension Benefits Act* (New Brunswick), 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 Act*, S.N.B. 1987, c. P-5.1, as amended from time to time, and the word "Regulation" means the *General Regulation-Pension Benefits Act*, N.B. Reg. 91-195, as amended from time to time.
2. For the purposes of this Addendum, all terms defined in section 1 of the Act and sections 2 and 20 of the Regulation shall have the same meanings herein as are respectively given to those 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 paragraph 6 of 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. No property will be transferred to or held under the Plan unless the property originates, directly or indirectly, from:
  - (a) the fund of a pension plan that conforms with the Act and the Regulation or with similar legislation in another jurisdiction, and provided that if the commuted value of the pension benefit transferred was determined in a manner that differentiated on the basis of the sex of the Annuitant, as declared by the administrator of the pension plan in Form 3.2, attached as Schedule "A" hereunder, no additional transfer of a pension benefit may be made which does not also differentiate on the same basis;
  - (b) another retirement savings arrangement that conforms with the Act and the Regulation; or
  - (c) a life or deferred life annuity under a contract that conforms with the Act and the Regulation and with subsection 146(l) of the *Income Tax Act* (Canada).
6. The Property in the Plan, including investment earnings, shall not be commuted, withdrawn or surrendered during the lifetime of the Annuitant except under and in accordance with subsection 33(2) (mental or physical disability) or subsection 57(6) (support or maintenance order) or section 44 (marriage breakdown) of the Act, and any transaction to the contrary is void, except that a commutation, withdrawal or surrender shall be permitted in order to:
  - (a) purchase at any time a life or deferred life annuity that meets the requirements of section 23 of the Regulation, and provided that if the Plan resulted from the transfer of the commuted value of a deferred pension which value was determined in a manner that did not differentiate on the basis of sex, as declared by the administrator of the pension plan in Form 3.2, attached as Schedule "A" hereunder, the immediate or deferred life annuity shall not differentiate on the basis of sex;
  - (b) transfer all or part of the property to the pension fund of a pension plan that conforms with the Act and Regulation or with similar legislation in another jurisdiction;
  - (c) transfer all or part of the property to a retirement savings arrangement that conforms with the Act and Regulation and which is registered with the Superintendent;
  - (d) reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada) in respect of the Plan; or
  - (e) comply with paragraph 14 of this Addendum.
7. Upon the death of the Annuitant before the purchase of a life annuity, the property in the Plan shall be paid to the Annuitant's spouse, or, if the Annuitant does not have a spouse, to the designated beneficiary of the Plan, or, if the Annuitant does not have a spouse and has not designated such a beneficiary, to the Annuitant's estate.
8. A lump sum or series of payments of the whole or part of the property in the Plan may be made to the Annuitant if a physician certifies in writing to the Agent that the Annuitant suffers from a significant mental or physical disability that considerably reduces life expectancy.
9. The commuted value of the Annuitant's benefits under the Plan shall be determined by the Agent on behalf of the Trustee in accordance with the Act and the Regulation if such value is divided under section 44 of the Act.
10. The property in the Plan, including investment earnings, shall not be assigned, charged, anticipated or given as security and is exempt from execution, seizure, attachment or other process of law except under and in accordance with section 44 (marriage breakdown) and subsection 57(6) (support or maintenance order) of the Act, and any transaction purporting to assign, charge, anticipate or give as security such property is void.
11. No amendment shall be made to the terms of the Plan:

- (a) that would result in a reduction of the benefits arising from the Plan unless the Agent on behalf of the Trustee delivers to the Annuitant a written notice describing the amendment, its effective date and the Annuitant's right of transfer at least 90 days before the effective date of the amendment, and the Annuitant shall be entitled to transfer the property in the Plan pursuant to paragraph 6(a), 6(b) or 6(c) of this Addendum before such date.
- (b) unless the Plan as amended remains in conformity with the Act and the Regulation; or
- (c) except to bring the Plan into conformity with legislation in the Province of New Brunswick or another jurisdiction.
12. A transfer of the property in the Plan pursuant to paragraph 6(b), 6(c) or 11(a) of this Addendum shall be effected by the Agent on behalf of the Trustee within thirty days of the Annuitant's written application for such transfer.
13. On marriage breakdown, the property, including all investment earnings, in the Plan shall be divided between the Annuitant and his or her spouse in accordance with sections 27 to 33 of the Regulation applied with the necessary modifications.
14. If the Annuitant fails to instruct the Agent acting on behalf of the Trustee 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 60 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 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).
15. Property which is not locked-in pursuant to the Act shall not be transferred to or held under the Plan unless it is held in a separate account that contains only pension benefits which are thus locked-in.
16. Before transferring property from the Plan, the Agent acting on behalf of the Trustee will advise the transferee in writing of the locked-in status of the property and shall make its acceptance of the transfer subject to the transferee's agreement to administer the property in accordance with the Act and Regulation.
17. The property of the Plan shall be invested in a manner the complies with the terms of the Declaration of Trust and the rules for investments by trustees governed by a registered retirement savings plan as provided for in the *Income Tax Act* (Canada) and the regulations thereunder.
18. Was the commuted value of the deferred pension transferred from the pension plan into the Plan determined on transfer in a manner that differentiated on the basis of the sex?
- YES  NO
- Unless a box is ticked, the Trustee will assume that the commuted value was not calculated in this manner.
19. The Trustee and the Agent hereby affirm the provisions contained in the Declaration of Trust.
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.

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).