

A photograph of a man and a woman on the deck of a sailboat. The man, with grey hair and a beard, is wearing a white button-down shirt and has his arm around the woman's shoulder. The woman is wearing a striped shirt and sunglasses. They are both smiling and looking towards the right. The background shows the ocean and a bright sunset with the sun low on the horizon, creating a warm, golden glow. The sailboat's rigging and a large boom are visible in the foreground.

Amended and Restated Declaration of Trust of DIM Private Funds

PRIVATE WEALTH MANAGEMENT

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Amended and Restated Declaration of Trust of DIM Private Funds

Dated November 4, 2013

Fixed Income Funds

- DIM Private Bond Fund
- DIM Private Government Bond Fund
- DIM Private Corporate Bond Fund

Canadian Equity Funds

- DIM Private Canadian Large Cap Equity Fund
- DIM Private Canadian Small Cap Equity Fund
- DIM Private Canadian Equity Growth Fund

Foreign Equity Funds

- DIM Private U.S. Equity Fund (for taxable accounts)
- DIM Private U.S. Equity Fund (for non taxable accounts)
- DIM Private International Equity Fund

Completion Strategies Fund

- DIM Private Completion Strategy Fund

Balanced Funds

- DIM Private Balanced Fund
- DIM Private Monthly Distribution Income Fund
- DIM Private Monthly Distribution Growth Fund

WHEREAS under the terms of an amended and restated declaration of trust conventionally dated June 1, 2009 (the "Declaration of Trust of 2009"), as amended by Amendment No. 3 conventionally dated January 14, 2013, Amendment No. 2 conventionally dated December 1, 2011, and Amendment No. 1 conventionally dated July 9, 2010 (hereinafter collectively referred to as the "Amendments"), Desjardins Trust Inc. ("Desjardins Trust") is the trustee and provides for the management of DIM Private Bond Fund, DIM Private Government Bond Fund, DIM Private Corporate Bond Fund, DIM Private Canadian Large Cap Equity Fund, DIM Private Canadian Small Cap Equity Fund, DIM Private Canadian Equity Growth Fund, DIM Private U.S. Equity Fund (*for taxable accounts*), DIM Private U.S. Equity Fund (*for non taxable accounts*), DIM Private International Equity Fund, DIM Private Balanced Fund, DIM Private Completion Strategy Fund, DIM Private Monthly Distribution Income Fund, DIM Private Monthly Distribution Growth Fund (collectively the "Funds");

AND WHEREAS Desjardins Trust wishes to revise the 2009 Declaration of Trust with the aforesaid Amendments to facilitate its reading and understanding.

THIS BEING SAID, DESJARDINS TRUST AMENDS AND RESTATES THE 2009 DECLARATION OF TRUST AS FOLLOWS:

Section I Confirmation

- 1.1 Effective November 4, 2013, the present Amended and Restated Declaration of Trust replaces and succeeds the Amended and Restated Declaration of Trust conventionally dated June 1, 2009, as amended.
- 1.2 With this Amended and Restated Declaration of Trust, Desjardins Trust confirms the establishment, as of the date hereof, of DIM Private Bond Fund, DIM Private Government Bond Fund, DIM Private Corporate Bond Fund, DIM Private Canadian Large Cap Equity Fund, DIM Private Canadian Small Cap Equity Fund, DIM Private Canadian Equity Growth Fund, DIM Private U.S. Equity Fund (*for taxable accounts*), DIM Private U.S. Equity Fund (*for non taxable accounts*), DIM Private International Equity Fund, DIM Private Balanced Fund, DIM Private Completion Strategy Fund, DIM Private Monthly Distribution Income Fund, DIM Private Monthly Distribution Growth Fund.

Desjardins Trust agrees and declares that it holds, and shall continue to hold, the assets of each one of the Funds in trust for the use and benefit of the Unitholders, their legal representatives and successors subject to the terms and conditions of this Amended and Restated Declaration of Trust.

Section II Interpretation and Definitions

- 2.1 The recitals form an integral part of this Amended and Restated Declaration of Trust.
- 2.2 Unless otherwise expressed herein, the following words and terms used in this Amended and Restated Declaration of Trust are defined as follows:
 - a) **Act:** any Securities Act in force where Units of the Fund may lawfully be offered for sale, as well as any regulation, rule, national instrument, policy, or other regulating instrument that may be adopted under the authority of such Act, provided that the Fund is or becomes legally subject to it;
 - b) **Accredited Investor:** any accredited investor under Regulation 45-106 respecting prospectus and registration exemptions or of any other similar regulatory provision, authorization or relief from the Securities Administrator;
 - c) **Custodian:** custodian of the assets of the Fund under the Custodian Agreement;
 - d) **Custodian Agreement:** agreement according to which the Manager retains for the Fund a person or company qualified under the Act to serve as custodian of the assets of the Fund;
 - e) **Financial Year:** the financial year of the Fund, which ends on December 31 of each year, or on any other date the Manager may determine from time to time after giving the Unitholders a prior written notice of at least sixty (60) days by regular mail;

- f) **Fund:** individually, each mutual fund whose name appears in Schedule 1 appended to this Declaration of Trust;
 - g) **Fundamental investment objective:** the investment objective of the Fund that defines both the fundamental nature of the Fund and its fundamental investment features that distinguish it from other mutual funds. The fundamental investment objective of the Fund is described in Schedule I to this Declaration of Trust, or in any other schedule hereof that the Trustee may deem appropriate to execute and attach hereto from time to time;
 - h) **Management Agreement:** agreement according to which the Trustee retains for the Fund a person or company qualified under the Act to serve as manager of the Fund;
 - i) **Manager:** manager of the Fund under the Management Agreement and, failing the appointment thereof, the Trustee;
 - j) **Investment fund:** any investment fund including, without restriction, any mutual fund (i.e., mutual fund trust, closed-end investment company, etc.) and closed-end investment fund;
 - k) **Net income:** income yielded by the investments and other assets of the Funds less expenses charged to the Fund;
 - l) **Portfolio Manager:** the Manager and/or any securities dealer or advisor retained by the Manager, for the Fund, to manage the securities portfolio of the Fund;
 - m) **Pricing Date:** each date on which the net asset value per unit of the Fund is calculated for the purpose of determining the price at which Units are to be issued or, as the case may be, redeemed. Each business day during which the Trustee's office is open to the public in the province of Québec is a Pricing Date;
 - n) **Register:** the register of Unitholders established and kept by the Manager, in accordance herewith;
 - o) **The present Declaration of Trust or this Declaration of Trust:** the present Amended and Restated Declaration of Trust;
 - p) **Trustee:** Desjardins Trust Inc.;
 - q) **Unitholder:** any holder of one or more Units of the Fund, whose name appears in the Register;
 - r) **Unit:** security issued by the Fund, representing the proportionate share of its holder in the net assets of the class or series of units of the Fund to which it pertains, the value of which is determined in accordance herewith.
- 2.3 Any schedule appended to this Declaration of Trust that is dated and executed by the Trustee forms an integral part of this Declaration of Trust. However, such a schedule may be comprised of provisions that differ from what is provided herein, and in case of conflict, the provisions of the schedule shall take precedence over the provisions of this Declaration of Trust.
- 2.4 The provisions of this Declaration of Trust shall be construed in accordance with the laws of the province of Québec.
- 2.5 No provision of this Declaration of Trust creates, nor must it be construed to create, a partnership, a joint venture, a company, an association or any other form of venture, whether it be between the Unitholders themselves, or between the Unitholders, the Trustee and/or the Manager.

Section III General Provisions

- 3.1 The Fund is established and maintained by the Trustee in collaboration with the Manager for the purpose of investing and reinvesting jointly or collectively the amounts received from Unitholders or from subscribers who wish to become Unitholders.
- 3.2 The assets of the Fund are deemed to constitute a distinct and autonomous estate. Any reference in this Declaration of Trust to an act to be performed by the Fund, or to an obligation of the Fund, shall be construed and applied for all purpose as if it referred to an act or obligation to be performed by the Trustee or by the Manager under this Declaration of Trust, as the case may be.
- 3.3 The Fund is a unit trust within the meaning of the *Income Tax Act*. There is no limit to the number of Units the Fund may issue.
- 3.4 The Trustee may, in its sole discretion, divide the Fund into one or more classes of Units that may be issued as series. Each class or series has the conditions, restrictions and rights that the Trustee determines. The proportionate interest of each Unitholder in a class or series of Units of the Fund is determined by the number of Units held by him. All Units of a same class or series shall be of an equal proportional value at all times, without any one being preferred or prioritized.
- 3.5 Additional classes of Units of the Fund may be created and existing classes of Units re-designated from time to time by the Trustee through an amendment to this Declaration of Trust in accordance with subsection 11.1.

Section IV Conditions and Proof of Membership

- 4.1 To become a Unitholder in the Fund, an applicant must be accepted by the Trustee and make an initial subscription.
- 4.2 Unitholders' interest in the Fund shall consist solely, as determined herein, in the right to receive their proportionate share of the net income and net capital gains generated by the assets of the Fund, obtain upon request the redemption of the Units they hold and receive payment of the value of the redeemed Units in accordance with the provisions of this Declaration of Trust.
- 4.3 The interest of the Unitholder in the Fund shall be proved prima facie by registering the number of Units he holds in the Register. The Manager shall have the right in all respects to regard the person whose name appears in the Register as the absolute owner of the Units registered in his name.
- 4.4 The Manager shall keep the Register and shall write therein the name and address of the Unitholder, the number of Units held and any other information that the Manager shall deem relevant or required under the Act.

Section V Subscriptions

- 5.1 Only an Accredited Investor may subscribe Units of the Fund.
- 5.2 The Manager will accept the subscriptions for the Fund and allocate Units to the Unitholder in proportion to the amount subscribed in accordance with the provisions hereof.

- 5.3 Any subscription made in accordance with the procedure prescribed by the Manager, accompanied by the amount subscribed, and that the Manager, acting for the Fund, receives within the delay it may determine from time to time, shall be used to purchase Units at a price equal to the net asset value per Unit determined on the next valuation.
- 5.4 The Manager shall periodically inform each Unitholder of the number of Units attributed to him for any subscription, of the number of Units registered in his name in the Register, and shall provide him with any other information it deems relevant.

Section VI Redemption

- 6.1 Only an Accredited Investor may request the redemption of Units of the Fund.
- 6.2 Any request for redemption made in accordance with the procedure prescribed by the Manager that the Manager, acting for the Fund, receives within the delay it may determine from time to time, shall be acted upon at a price equal to the net asset value per Unit determined on the next valuation.
- 6.3 Within the deadline prescribed by the Act, the Manager shall pay the proceeds of the Units redeemed to the Unitholder, having deducted, where applicable, any amount required to be withheld at the source by the Federal and Provincial Ministries of Revenue, or at the request of any other government or judicial authority. As of such time, the Manager shall be discharged of all liability to the Unitholder.
- 6.4 Where a request for redemption shall cause the number or value of the Units held by a Unitholder to fall below the minimum required from time

to time by the Manager, the Manager may, notwithstanding subsection 6.1, redeem the remaining Units and pay the proceeds thereof to the Unitholder.

- 6.5 At the expiration, for any reason whatsoever, of any discretionary portfolio management agreement under which an Accredited Investor has subscribed Units on behalf of the Unitholder, the Unitholder is deemed to have irrevocably requested the redemption of all its Units in the Fund and the Manager, notwithstanding subsection 6.1, must carry out the redemption of these Units and pay the proceeds of this redemption to the Unitholder.

Section VII Powers of the Trustee, the Manager and the Portfolio Manager and Custody of the Assets of the Fund

- 7.1 Subject only to the Act and the express limitations contained herein, the Trustee shall have towards the Fund, its business and affairs, without the necessity of authorization by, and free from any power of control on the part of the Unitholders, all of the powers of a natural person, including, without limitations, full, absolute and exclusive power to do all such acts and things as in its judgment and sole discretion are necessary, useful or desirable for the carrying out of any of the terms hereof or the conduct of the business of the Fund, to the same extent as if the Trustee were the sole beneficial owner of the assets of the Fund in its own right. Without limitations to the foregoing, the Trustee has the right and power to sell the assets of the Fund, to provide a security over any of them and to execute documents on behalf of the Fund.

- 7.2 The Trustee shall exercise the powers and discharge the duties of its office honestly, in good faith and in the best interest of the Fund. It shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. Provided it acts accordingly, the Trustee shall not be held responsible to neither the Fund nor Unitholders, for any loss or depreciation of the assets of the Fund. The Trustee shall not, under any circumstances, be held responsible for any act, fault, omission or negligence attributable to the Manager or any other person or company whose services are retained in accordance with this Declaration of Trust.
- 7.3 The Trustee shall confer to the Manager the full and exclusive administration of the Fund. The Manager shall manage the Fund in conformity with the provisions of the present Declaration of Trust and of the Management Agreement. The Manager may, at its sole discretion, but in accordance with the provisions of the Act, delegate all or part of the obligations conferred upon it hereunder or under the Management Agreement.
- 7.4 The Manager, in accordance with the provisions of the Act, of this Declaration of Trust and of the Management Agreement, shall exercise all rights and powers of ownership with respect to the assets of the Fund, including the power to sell them and to provide a security over any of them.
- 7.5 Notwithstanding the appointment of the Manager pursuant to this Declaration of Trust and the Management Agreement and the rights and powers of the Manager, the Trustee shall continue to possess the powers and authorities granted to it pursuant to subsection 7.1.
- 7.6 The Manager shall be responsible only for losses incurred by the Fund as a result of its failure, or that of any person or company retained by the Manager, to discharge any of the Manager's responsibilities (excluding those of the Portfolio Manager) to the Fund as follows:
- a) to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interest of the Fund; and
 - b) to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.
- 7.7 The assets of the Fund shall be held under the custodianship of the Custodian, in conformity with the provisions of the Act and the Custodian Agreement.
- 7.8 The Portfolio Manager shall invest and reinvest the funds held in the Fund, notwithstanding the laws of any jurisdiction pertaining to the management of others' estate, in conformity with the fundamental investment objective of the Fund specified in any schedule to this Declaration of Trust, subject to the provisions of the Act and, should it be the case, of any order for exemption or approval granted to the Fund under the Act.
- 7.9 When the Portfolio Manager deems it appropriate, it may, without ever being obligated to do so, depart temporarily from the fundamental investment objective of the Fund in response to adverse market, economic, political or other considerations.

- 7.10 The Fund may, under the conditions cited in the Act and when the Portfolio Manager deems it appropriate:
- a) Purchase securities issued by other mutual funds, whether they are related or not to the Fund;
 - b) Use derivatives or purchase securities issued by mutual funds that use derivatives, such as currency futures, stock index futures, forward commodities contracts, swaps and options contracts;
 - c) Purchase securities issued or sold by corporations related to the Fund, or affiliated with or belonging to the same group as members of its organization such as the Trustee and the Manager, providing that such acquisitions are done at market conditions.
- 7.11 The Fund may comprise liquid assets in a proportion the Manager deems sufficient to ensure the orderly redemption of units in the Fund or to facilitate the payment of regular operating expenses of the Fund. These liquid assets may consist of, among others, units in money market mutual funds.
- 7.12 The Fund may, under the conditions cited in the Act, borrow cash or provide a security over any of its portfolio asset.
- 7.13 The Fund may carry out securities lending transactions, whether as lender or borrower, as well as securities repurchase transactions (commonly referred to as *repo*) and reverse repurchase transactions (commonly referred to as *reverse repo*).

Section VIII

Valuation of the Fund and Calculation of Income

- 8.1 On each Pricing Date, the Manager shall determine the net asset value of the Fund and the value of each Unit.
- 8.2 The Manager shall determine the net asset value of each Unit class or series of the Fund by adding the market value of all the investments and other assets of the Fund for said class or series, including the income they have yielded that has not been distributed to the Unitholders, and deducting therefrom all liabilities applicable to said class or series. The value of each Unit shall then be calculated by dividing the net asset value of the class or series of the Fund by the number of outstanding Units of the class or series on such Pricing Date.
- 8.3 Because it is blended with the value of the Units, the net income is allocated to the Unitholders on each Pricing Date. The Unitholders may claim the share of income allocated to them, and receive it by redeeming all or part of their Units in the Fund.
- 8.4 The Manager shall distribute to the Unitholders, in cash or by issuing Units, all or part of the net income. When the share of net income payable to a Unitholder is less than the minimum amount that the Manager may determine from time to time, it is automatically reinvested in the Fund. When assessing the net income that can be allocated to the Unitholders, the Manager may take into account the amount of any previous loss incurred by the Fund.

- 8.5 The Manager shall distribute to the Unitholders, in cash or by issuing Units, all or part of the net capital gains realized on the sale of investments or other assets of the Fund. When assessing the net capital gains realized that can be allocated to the Unitholders, the Manager may take into account the amount of any net capital loss incurred by the Fund in previous years.
- 8.6 Subject to the provisions of articles 8.4 and 8.5, the Manager allocates between the beneficiaries, on an annual basis, the total of the Fund's net revenues and the portion of the net realized capital gains for each fiscal year, in order to minimize the Fund's income tax liability in accordance with the provisions of tax laws.
- 8.7 The Manager may, from time to time and at its discretion, transfer any investment which, in the opinion of the Manager, is in default, to a realization account for the common profit of all the Unitholders of the Fund.
- 8.8 The Manager may, when it deems appropriate, distribute cash to the Unitholders of a class or series of Units as a return of capital previously invested by such Unitholders.

Section IX

Accounting and Reports

- 9.1 The Manager shall keep complete accounting records for the Fund, and said records shall be audited by a recognized chartered accounting firm at the end of each Financial Year.

- 9.2 Unless a shorter period is stipulated under the Act, the Manager shall provide each Unitholder, on request, the audited annual financial statements of the Fund, which shall be available no later than 90 days pursuant to the Financial Year end, and the interim financial statements of the Fund, which shall be available no later than 60 days pursuant to the end of the first six months of the Financial Year.
- 9.3 The Manager or, as the case may be, the Portfolio Manager shall provide each Unitholder with periodic statements comprising at least the information required under the Act.

Section X

Fees and Expenses

- 10.1 The Trustee is entitled to charge the Fund for all the costs and expenses it incurs in the discharge of its duties hereunder. The Trustee may also impose fees to the Fund, provided that they charge no more than they would third parties under the same circumstances.
- 10.2 The Manager is entitled to charge the Fund for all the costs and expenses it incurs in the discharge of its duties hereunder and under the Management Agreement. Subject to any arrangement made between the Trustee and the Manager, the Fund shall pay the Manager the fees it is entitled to under the Management Agreement.
- 10.3 The Portfolio Manager fees shall be paid directly by the Unitholders under the terms of agreements concluded between the Portfolio Manager and each of the Unitholders.

- 10.4 The Manager may pay all expenses related to the operation of the Fund and the carrying on of its business, including, without any limitation, all commissions, brokerage fees and all other expenses related to the purchase, sale, custody and safekeeping of the securities of the Fund's portfolio, as well as interest costs and taxes of all kinds attributable to the Fund or related to its operations, the fees and expenditures of the Manager, Trustee, auditors, Portfolio Manager, legal advisors and any other consultants or professionals, fees and all costs incurred by the Manager related to the accounting of the Fund, registry and transfer agency services, unitholder servicing, statements of accounts and notices of transaction, financial statements, annual reports, and any other reports or documentation used in complying with the Act out of the Fund's income and, if the income is insufficient, from the Fund's assets.
- 10.5 Without limitations to the preceding, it is agreed that the Manager may pay all operation fees and expenses in connection with securities of a mutual fund in which the assets of the Fund are totally or partially invested, including the fees of any dealer or advisor assuming responsibility for the portfolio management of such mutual fund, out of the Fund's income and, if the income is insufficient, from the Fund's assets.
- 10.6 The Manager may perform securities brokerage operations for the Fund following the Portfolio Manager's instructions and, in this event, shall be entitled to receive from the Fund the commissions it usually charges thereon.

Section XI Sundry Provisions

- 11.1 The Trustee may, from time to time and at its discretion, amend this Declaration of Trust, subject to the provisions of the Act. Prior notice of at least thirty (30) days must be given by regular mail to each Unitholder with respect to any amendment. Any such amendment shall come into force on the first Pricing Date following the expiry of the notice, or at any later date chosen by the Trustee and indicated in the notice, and shall be binding on the Unitholders.
- Notwithstanding the foregoing, the Trustee may from time to time and at its discretion, amend this Declaration of Trust without giving prior notice to the Unitholders in the following instances:
- a) To eliminate conflicts or other inconsistencies that may exist between the provisions of this Declaration of Trust and the provisions of the Act, or of any other act or bylaw, or of any other rule, instruction or policy issued by any regulatory authority applicable to the Fund, the Trustee, the Manager, the Custodian or the Portfolio Manager;
 - b) To correct or do away with any typographical error, ambiguity, defective or inconsistent provision, clerical omission, mistake or manifest error;
 - c) To make this Declaration of Trust compliant with any act, regulation, policy or the guidelines of any governmental authority having jurisdiction over the Fund or the distribution of its securities;
 - d) For the purpose of protecting the Unitholders;

- e) To facilitate the administration of the Fund as a mutual fund trust, if applicable, or to make amendments or adjustments in response to any amendments to the Tax Act that might otherwise adversely affect the tax status of the Fund or the Unitholders;
 - f) If the Trustee is of the opinion that such amendment is not detrimental to Unitholders and is necessary or desirable; or
 - g) To divide the capital of the Fund into one or more classes or series of Units and establish the attributes that shall attach to each class or series of Units, provided that in each case the right of the existing Unitholders are not changed in a manner that is adverse to the interests of the Unitholders.
- 11.2 The Manager may, at its discretion, enact regulations that shall be compatible with the provisions hereof and with the provisions of the Act. A copy of such regulations, if any, will be provided on request, at no charge, to any subscriber or Unitholder.
- 11.3 In accordance with the provisions of the Act, the Trustee may, at its sole discretion, terminate the Fund. The Manager shall then proceed with the liquidation of the assets of the Fund and thereafter distribute the proceeds thereof to the Unitholders in cash or in units of another mutual fund to which the assets of the Fund would have been sold or otherwise assigned.
- 11.4 The Trustee, and the Manager may, when it deems it useful or necessary, seek advice from or ask the opinion of any professional or financial consultant without being obligated to comply therewith.

- 11.5 The present Declaration of Trust is effective as of the date of its signature, except for the amendments to the DIM Private Bond Fund's fundamental investment objective, which become effective following the expiry of subsection 11.1's prior notice of at least thirty (30) days.

EXECUTED AND SIGNED in duplicate, in Montréal, Québec, on November 4, 2013.

DESJARDINS TRUST INC.

by: (signed) André Bellefeuille

Chief Operating Officer

by: (signed) Eric Primeau

Assistant Secretary



Schedule I

To the Amended and Restated Declaration of Trust of the DIM Private Funds Dated November 4, 2013

This schedule specifies the fundamental investment objective of each of the DIM Private Funds.

Name of the Funds	Fundamental investment objective
DIM Private Bond Fund <i>Fonds privé GPD Obligations</i>	Provide both a regular income and long-term capital appreciation while emphasizing risk management.
DIM Private Government Bond Fund <i>Fonds privé GPD Obligations gouvernementales</i>	Provide regular income while emphasizing risk management.
DIM Private Corporate Bond Fund <i>Fonds privé GPD Obligations corporatives</i>	Provide higher return than government bonds while emphasizing risk management.
DIM Private Canadian Large Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de grande capitalisation</i>	Provide long-term capital appreciation while generating income.
DIM Private Canadian Small Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de petite capitalisation</i>	Provide mid-term return superior to that of the Canadian stock market as a whole.
DIM Private Canadian Equity Growth Fund <i>Fonds privé GPD Actions canadiennes croissance</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes taxables)</i>	Provide long-term capital growth.
DIM Private U.S. Equity Fund (for non taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes non taxables)</i>	Provide long-term capital growth for tax-deferred accounts.
DIM Private International Equity Fund <i>Fonds privé GPD Actions internationales</i>	Provide long-term capital growth.
DIM Private Balanced Fund <i>Fonds privé GPD Équilibré</i>	Provide long-term capital growth while generating income.
DIM Private Completion Strategy Fund <i>Fonds privé GPD Stratégie complémentaire</i>	Provide income and long-term capital appreciation.
DIM Private Monthly Distribution Income Fund <i>Fonds privé GPD Revenu à distribution mensuelle</i>	Provide a regular income and, to a lesser extent, long-term capital growth.
DIM Private Monthly Distribution Growth Fund <i>Fonds privé GPD Croissance à distribution mensuelle</i>	Provide long-term capital growth and, to a lesser extent, regular income.

EXECUTED AND SIGNED in duplicate, in Montréal, Québec, on November 4, 2013.

DESJARDINS TRUST INC.

by: (signed) André Bellefeuille

Chief Operating Officer

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 1

To the Amended and Restated Declaration of Trust of the DIM Private Funds Dated November 4, 2013

The Trustee states as follows:

WHEREAS, under the terms of the amended and restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and provides for the management of DIM Private Funds;

WHEREAS the Trustee wishes to modify the operating schedule of DIM Private Funds to synchronize with the operating schedule of the Toronto Stock Exchange;

WHEREAS the Trustee wishes to amend the Declaration of Trust to reflect changes in the operating schedule of the DIM Private Funds cited above;

AND WHEREAS, under the terms of subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust.

Therefore, the Trustee amends the Declaration of Trust as follows:

1. In accordance with the provisions of subsection 11.1 of the Declaration of Trust, the Declaration of Trust is amended as follows:
 - a) Paragraph 2.2(c) is amended and restated as follows:
 - c) **Pricing Date:** each date on which the net asset value per unit of the Fund is calculated for the purpose of determining the price at which Units are to be issued or, as the case may be, redeemed. Every day during which the Toronto Stock Exchange is open for business is a Pricing Date;

2. In the event of any incompatibility between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
3. Notwithstanding the date of execution, this Amendment shall take effect on November 1, 2014.

EXECUTED AND SIGNED in Montréal, Québec, on November 14, 2014.

DESJARDINS TRUST INC.

by: (signed) Michèle Bernier

Director, Custody Services

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 2

To the Amended and Restated Declaration of Trust of the DIM Private Funds Dated November 4, 2013, as Previously Amended by Amendment No. 1 Dated November 1, 2014

The Trustee states as follows:

WHEREAS, under the terms of the amended and restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and provides for the management of DIM Private Funds;

WHEREAS certain DIM Private Funds may experience limited liquidity due to the nature of their investments;

WHEREAS the Trustee wishes, inter alia, to amend the section relating to the redemption of DIM Private Fund Units to provide that, following a redemption request made under subsection 6.1 of the Declaration of Trust, the Manager's obligation to redeem Units of a DIM Fund with limited liquidity be limited to the Fund's capacity to provide liquid assets;

WHEREAS the Trustee further wishes to amend the section relating to the calculation of the net assets of each class or series of units of the Fund to take into account a situation in which the market value of an investment or an asset of the Fund is not available;

AND WHEREAS, under the terms of subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust.

Therefore, the Trustee amends the Declaration of Trust as follows:

1. Subsection 2.2 is amended to add the following definition:
"g.1 limited liquidity fund: individually, each Fund named in Schedule II appended to this Declaration of Trust;"
2. The following paragraph is added to subsection 6.2 of the Declaration of Trust:
 "With regard to Limited Liquidity Funds, the Manager's obligation to redeem Fund Units following a request for redemption, made in accordance to subsection 6.1, is limited by the Fund's capacity to provide the required liquidity. The Manager is responsible for determining the amount of liquid assets available for the given Limited Liquidity Fund. The Manager determines said amount at its sole discretion and based on its own estimates, in order to limit the risk that the Limited Liquidity Fund become overdrawn following Unit redemption."
3. Subsection 8.2 of the Declaration of Trust is deleted and replaced with the following:
 "8.2 The Manager shall determine the net asset value of each Unit class or series of the Fund by adding the market value of all the investments and other assets of the Fund for said class or series, including the income they have yielded and that has not been distributed to the Unitholders, and deducting therefrom all liabilities applicable to said class or series. If the market

value of an investment or asset of the Fund is not available, or if the Manager questions its reliability, the Manager may attribute a fair and reasonable value to said investment or asset, taking into account all relevant circumstances. The value of each Unit shall then be calculated by dividing the net asset value of the class or series of the Fund by the number of Units of the class or series outstanding on such Pricing Date."

4. The following text is added as Schedule II to the Declaration of Trust:

Schedule II
To the Amended and Restated
Declaration of Trust of the
DIM Private Funds Dated
November 4, 2013

Limited Liquidity Funds

DIM Private Completion Strategy Fund/
Fonds privé GPD Stratégie complémentaire

5. In the event of any incompatibility between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
6. Notwithstanding the date of execution, this Amendment shall take effect on November 10, 2017.

EXECUTED AND SIGNED in Montréal, Québec, on October 1, 2017.

DESJARDINS TRUST INC.

by: (signed) Michèle Bernier

Vice-President, Custody Services

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 3

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014 and by Amendment No. 2 dated November 17, 2017

The trustee declares as follows:

WHEREAS under the terms of the Amended and Restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and provides for the management of the DIM Private Funds;

WHEREAS the Trustee wishes to create the following new DIM Private Funds:

- DIM Private Short Term Investment Fund
- DIM Private Global Small Cap Equity Fund
- DIM Private Emerging Markets Equity Fund
- DIM Private Absolute Return Strategy Fund

WHEREAS the Trustee wishes to change the name of the DIM Private Canadian Equity Growth Fund to DIM Private Canadian All Cap Equity Fund;

AND WHEREAS pursuant to Subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust.

In light of the foregoing, the Trustee amends the Declaration of Trust as follows:

1. Schedule I to the Declaration of Trust is amended and restated as follows:

Schedule I

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014 and by Amendment No. 2 dated November 17, 2017

This schedule specifies the fundamental investment objective of each of the DIM Private Funds.

Name of the Funds	Fundamental investment objective
DIM Private Short-Term Investment Fund <i>Fonds privé GPD Placement à court terme</i>	Generate steady income and capital added value while focusing on risk management.
DIM Private Bond Fund <i>Fonds privé GPD Obligations</i>	Provide both regular income and long-term capital appreciation while emphasizing risk management.
DIM Private Government Bond Fund <i>Fonds privé GPD Obligations gouvernementales</i>	Provide regular income while emphasizing risk management.
DIM Private Corporate Bond Fund <i>Fonds privé GPD Obligations corporatives</i>	Provide higher returns than government bonds while emphasizing risk management.
DIM Private Canadian Large Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de grande capitalisation</i>	Provide long-term capital appreciation while generating income.

Name of the Funds	Fundamental investment objective
DIM Private Canadian Small Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de petite capitalisation</i>	Provide mid-term returns superior to that of the Canadian stock market as a whole.
DIM Private Canadian All Cap Equity Fund (formerly DIM Private Canadian Growth Equity Fund) <i>Fonds privé GPD Actions canadiennes toutes capitalisations (auparavant Fonds privé GPD Actions canadiennes croissance)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes taxables)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for non taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes non taxables)</i>	Provide long-term capital growth for tax-deferred accounts.
DIM Private International Equity Fund <i>Fonds privé GPD Actions Internationales</i>	Provide long-term capital appreciation.
DIM Private Global Small Cap Equity Fund <i>Fonds privé GPD Actions mondiales de petite capitalisation</i>	Provide long-term capital appreciation.
DIM Private Emerging Markets Equity Fund <i>Fonds privé GPD Actions des marchés émergents</i>	Provide long-term capital appreciation.
DIM Private Balanced Fund <i>Fonds privé GPD Équilibré</i>	Provide long-term capital growth while generating income.
DIM Private Absolute Return Strategy Fund <i>Fonds privé GPD Stratégie à rendement absolu</i>	Generate stable positive returns while having a low correlation with traditional asset classes.
DIM Private Completion Strategy Fund <i>Fonds privé GPD Stratégie complémentaire</i>	Provide income and long-term capital growth.
DIM Private Monthly Distribution Income Fund <i>Fonds privé GPD Revenu à distribution mensuelle</i>	Provide regular income and, to a lesser extent, long-term capital appreciation.
DIM Private Monthly Distribution Growth Fund <i>Fonds privé GPD Croissance à distribution mensuelle</i>	Provide long-term capital appreciation and, to a lesser extent, regular income.

2. In case of inconsistency between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
3. Notwithstanding the date of its signature, this Amendment shall take effect on March 25, 2022

EXECUTED AND SIGNED in Montréal, Québec, on March 28, 2022.

DESJARDINS TRUST INC.

by: (signed) Michèle Bernier

Vice-President, Custody Services

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 4

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, and by Amendment No. 3 dated March 25, 2022

The trustee declares as follows:

Whereas under the terms of an Amended and Restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and provides for the management of the DIM Private Funds;

WHEREAS the Trustee wishes to create the following new DIM Private Fund:

- DIM Private High Interest Fund

AND WHEREAS pursuant to Subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust.

In light of the foregoing, the Trustee amends the Declaration of Trust as follows:

1. Schedule I to the Declaration of Trust is amended and restated as follows:

Schedule I

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, and by Amendment No. 3 dated March 25, 2022

This schedule specifies the fundamental investment objective of each of the DIM Private Funds.

Name of the Funds	Fundamental investment objective
DIM Private High Interest Fund <i>Fonds privé GPD Intérêts élevés</i>	Provide regular income on cash positions.
DIM Private Short-Term Investment Fund <i>Fonds privé GPD Placement à court terme</i>	Generate steady income and capital added value while focusing on risk management.
DIM Private Bond Fund <i>Fonds privé GPD Obligations</i>	Provide both regular income and long-term capital appreciation while emphasizing risk management.
DIM Private Government Bond Fund <i>Fonds privé GPD Obligations gouvernementales</i>	Provide regular income while emphasizing risk management.
DIM Private Corporate Bond Fund <i>Fonds privé GPD Obligations corporatives</i>	Provide higher return than government bonds while emphasizing risk management.
DIM Private Canadian Large Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de grande capitalisation</i>	Provide long-term capital appreciation while generating income.

Name of the Funds	Fundamental investment objective
DIM Private Canadian Small Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de petite capitalisation</i>	Provide mid-term returns superior to that of the Canadian stock market as a whole.
DIM Private Canadian All Cap Equity Fund (formerly DIM Private Canadian Growth Equity Fund) <i>Fonds privé GPD Actions canadiennes toutes capitalisations (auparavant Fonds privé GPD Actions canadiennes croissance)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes taxables)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for non taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes non taxables)</i>	Provide long-term capital growth for tax-deferred accounts.
DIM Private International Equity Fund <i>Fonds privé GPD Actions Internationales</i>	Provide long-term capital appreciation.
DIM Private Global Small Cap Equity Fund <i>Fonds privé GPD Actions mondiales de petite capitalisation</i>	Provide long-term capital appreciation.
DIM Private Emerging Markets Equity Fund <i>Fonds privé GPD Actions des marchés émergents</i>	Provide long-term capital appreciation.
DIM Private Balanced Fund <i>Fonds privé GPD Équilibré</i>	Provide long-term capital growth while generating income.
DIM Private Absolute Return Strategy Fund <i>Fonds privé GPD Stratégie à rendement absolu</i>	Generate stable positive returns while having a low correlation with traditional asset classes.
DIM Private Completion Strategy Fund <i>Fonds privé GPD Stratégie complémentaire</i>	Provide income and long-term capital growth.
DIM Private Monthly Distribution Income Fund <i>Fonds privé GPD Revenu à distribution mensuelle</i>	Provide regular income and, to a lesser extent, long-term capital appreciation.
DIM Private Monthly Distribution Growth Fund <i>Fonds privé GPD Croissance à distribution mensuelle</i>	Provide long-term capital appreciation and, to a lesser extent, regular income.

2. In case of inconsistency between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
3. Notwithstanding the date of its signature, this Amendment shall take effect on January 31, 2023

EXECUTED AND SIGNED in Montréal, Québec, on February 1, 2023.

DESJARDINS TRUST INC.

by: (signed) Michèle Bernier

Vice-President, Custody Services

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 5

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, by Amendment No. 3 dated March 25, 2022 and by Amendment No. 4 dated January 31, 2023

The trustee declares as follows:

WHEREAS under the terms of the Amended and Restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. is the Trustee (the "Trustee") and provides for the management of the DIM Private Funds;

WHEREAS the Trustee wishes, among other things, to amend the section regarding fees and expenses incurred by the DIM Private Funds so as to include fixed operating fees within the agreement between the Manager and the Trustee by adding Subsections 10.4.1 and 10.4.2 to Section X of the Declaration of Trust;

AND WHEREAS pursuant to Subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust.

In light of the foregoing, the Trustee amends the Declaration of Trust as follows:

1. Section X of the Declaration of Trust is amended by adding Subsections 10.4.1 and 10.4.2 after Section 10.4, which read as follows:

10.4.1 Without limiting the generality of the foregoing, the Manager and the Trustee may agree to add to the administration agreement a fixed operating fee to be collected by the Manager in return for paying the operating fees and expenses for each of the Funds, with the exception of the fees and expenses listed in

Subsection 10.4.2, which include, in particular, fees and costs incurred relating to the Funds' accounting activities; fees relating to the transfer agent responsible for transfers, bookkeeping and reporting to participants; custody fees; administration fees; Fund-related accounting fees; legal fees; audit fees; trust services fees; filing fees and costs associated with preparing and distributing financial reports, annual reports, prospectuses (as applicable) and any other filing documents to be submitted by the Funds as required by law; and other Fund-related communications sent to investors. The setting or updating of a fixed operating fee pursuant to this Subsection shall be communicated to the participants.

10.4.2 For the purposes of applying Subsection 10.4.1, with respect to each of the Funds, the following operating fees and expenses incurred by the Manager are excluded: (i) income taxes and taxes on fixed administration fees; (ii) lending fees; (iii) new fees relating to external services or services or with compliance with changes or new regulatory requirements applied or imposed after June 1, 2023; and (iv) fees and expenses incurred outside of the Fund's normal course of business.

2. In case of incompatibility between the provisions of this Amendment and those of the Declaration of Trust, the former shall prevail.
3. Notwithstanding the signing date, this Amendment shall take effect on June 1, 2023.

EXECUTED AND SIGNED in Montréal, Québec, on March 31, 2023

DESJARDINS TRUST INC.

by: (signed) Michèle Bernier

Vice-President, Custody Services

by: (signed) Eric Primeau

Assistant Secretary

Amendment No. 6

to the Amended and Restated Declaration of Trust for the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, by Amendment No. 3 dated March 25, 2022, by Amendment No. 4 dated January 31, 2023, and by Amendment No. 5 dated March 31, 2023.

The trustee declares as follows:

WHEREAS under an Amended and Restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and administers the DIM Private Funds;

WHEREAS the Trustee wishes to close two DIM Private Funds on or around April 8, 2025;

WHEREAS the Trustee wishes to create four new DIM Private Funds on June 1st, 2025;

WHEREAS pursuant to subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust;

In light of the foregoing, the trustee amends the Declaration of Trust as follows:

1. Schedule I of the Declaration of Trust is replaced with Schedule I below to make the following amendments:

Schedule I

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, by Amendment No. 3 dated March 25, 2022, by Amendment No. 4 dated January 31, 2023, and by Amendment No. 5 dated March 31, 2023.

- a) Remove the DIM Private Funds closed on April 8, 2025:
 - DIM Private Monthly Distribution Income Fund
 - DIM Private Monthly Distribution Growth Fund
- b) Add the following funds as of June 1, 2025:
 - DIM Private Balanced Income and Growth Fund
 - DIM Private Balanced with Growth bias Fund
 - DIM Private Long term Growth Fund
 - DIM Private Income Fund
2. In case of inconsistency between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
3. Notwithstanding the date of execution of this amendment, the modifications will take effect on their respective dates of entry into force.

EXECUTED AND SIGNED in Montreal, Quebec, on April 8, 2025.

DESJARDINS TRUST INC.

by: (signed) Anne Nguyen

Vice-President, Business Development and Client Relations

by: (signed) Mohamed Liani

Account Manager, Business Development and Client Relations

PRIVATE WEALTH MANAGEMENT

This schedule specifies the fundamental investment objective of each of the DIM Private Funds.

Name of the Funds	Fundamental investment objective
DIM Private High Interest Fund <i>Fonds privé GPD Intérêts élevés</i>	Provide regular income on cash positions.
DIM Private Short-Term Investment Fund <i>Fonds privé GPD Placement à court terme</i>	Generate steady income and capital added value while focusing on risk management.
DIM Private Bond Fund <i>Fonds privé GPD Obligations</i>	Provide both regular income and long-term capital appreciation while emphasizing risk management.
DIM Private Government Bond Fund <i>Fonds privé GPD Obligations gouvernementales</i>	Provide regular income while emphasizing risk management.
DIM Private Corporate Bond Fund <i>Fonds privé GPD Obligations corporatives</i>	Provide higher return than government bonds while emphasizing risk management.
DIM Private Canadian Large Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de grande capitalisation</i>	Provide long-term capital appreciation while generating income.
DIM Private Canadian Small Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de petite capitalisation</i>	Provide mid-term returns superior to that of the Canadian stock market as a whole.
DIM Private Canadian All Cap Equity Fund (formerly DIM Private Canadian Growth Equity Fund) <i>Fonds privé GPD Actions canadiennes toutes capitalisations (auparavant Fonds privé GPD Actions canadiennes croissance)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes taxables)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for non taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes non taxables)</i>	Provide long-term capital growth for tax-deferred accounts.
DIM Private International Equity Fund <i>Fonds privé GPD Actions Internationales</i>	Provide long-term capital appreciation.
DIM Private Global Small Cap Equity Fund <i>Fonds privé GPD Actions mondiales de petite capitalisation</i>	Provide long-term capital appreciation.
DIM Private Emerging Markets Equity Fund <i>Fonds privé GPD Actions des marchés émergents</i>	Provide long-term capital appreciation.
DIM Private Balanced Fund <i>Fonds privé GPD Équilibré</i>	Provide long-term capital growth while generating income.
DIM Private Absolute Return Strategy Fund <i>Fonds privé GPD Stratégie à rendement absolu</i>	Generate stable positive returns while having a low correlation with traditional asset classes.
DIM Private Completion Strategy Fund <i>Fonds privé GPD Stratégie complémentaire</i>	Provide income and long-term capital growth.
DIM Private Balanced Income and Growth Fund <i>Fonds privé GPD Équilibré revenu et croissance</i> (As of June 1, 2025)	Achieve and maintain a balance between capital growth and income.
DIM Private Balanced with Growth bias Fund <i>Fonds privé GPD Équilibré avec biais croissance</i> (As of June 1, 2025)	Provide long-term capital appreciation.
DIM Private Long term Growth Fund <i>Fonds privé GPD Croissance à long terme</i> (As of June 1, 2025)	Provide long-term capital appreciation.
DIM Private Income Fund <i>Fonds privé GPD Revenu</i> (As of June 1, 2025)	Provide income while preserving the purchasing power of the holders.

Amendment No. 7

to the Amended and Restated Declaration of Trust for the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, by Amendment No. 3 dated March 25, 2022, by Amendment No. 4 dated January 31, 2023, by Amendment No. 5 dated March 31, 2023, by Amendment No. 6 dated April 8, 2025.

The trustee declares as follows:

WHEREAS under an Amended and Restated Declaration of Trust dated November 4, 2013 (the "Declaration of Trust"), Desjardins Trust Inc. (the "Trustee") is the Trustee and administers the DIM Private Funds;

WHEREAS the Trustee wishes to change the name of the DIM Private Completion Strategy Fund to DIM Private Assets Fund on October 24, 2025 (the "Effective Date");

WHEREAS pursuant to subsection 11.1 of the Declaration of Trust, the Trustee may, at its sole discretion, amend the Declaration of Trust;

In light of the foregoing, the trustee amends the Declaration of Trust as follows:

1. Schedule I of the Declaration of Trust is replaced with Schedule I below to make the following amendments:
2. In case of inconsistency between the provisions of this Amendment and those of the Declaration of Trust, the provisions of this Amendment shall prevail.
3. Notwithstanding the date of execution of this amendment, the modifications will take effect on their respective dates of entry into force.

EXECUTED AND SIGNED in Montreal, Quebec, on October 24, 2025.

DESJARDINS TRUST INC.

by: (signed) Anne Nguyen

Vice-President, Business Development and Client Relations

by: (signed) Mohamed Liani

Account Manager, Business Development and Client Relations

Schedule I

To the Amended and Restated Declaration of Trust of the DIM Private Funds dated November 4, 2013, as previously modified by Amendment No. 1 dated November 1, 2014, by Amendment No. 2 dated November 17, 2017, by Amendment No. 3 dated March 25, 2022, by Amendment No. 4 dated January 31, 2023, by Amendment No. 5 dated March 31, 2023, and by Amendment No. 6 dated April 8, 2025.

PRIVATE WEALTH MANAGEMENT

This schedule specifies the fundamental investment objective of each of the DIM Private Funds.

Name of the Funds	Fundamental investment objective
DIM Private High Interest Fund <i>Fonds privé GPD Intérêts élevés</i>	Provide regular income on cash positions.
DIM Private Short-Term Investment Fund <i>Fonds privé GPD Placement à court terme</i>	Generate steady income and capital added value while focusing on risk management.
DIM Private Bond Fund <i>Fonds privé GPD Obligations</i>	Provide both regular income and long-term capital appreciation while emphasizing risk management.
DIM Private Government Bond Fund <i>Fonds privé GPD Obligations gouvernementales</i>	Provide regular income while emphasizing risk management.
DIM Private Corporate Bond Fund <i>Fonds privé GPD Obligations corporatives</i>	Provide higher return than government bonds while emphasizing risk management.
DIM Private Canadian Large Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de grande capitalisation</i>	Provide long-term capital appreciation while generating income.
DIM Private Canadian Small Cap Equity Fund <i>Fonds privé GPD Actions canadiennes de petite capitalisation</i>	Provide mid-term returns superior to that of the Canadian stock market as a whole.
DIM Private Canadian All Cap Equity Fund (formerly DIM Private Canadian Growth Equity Fund) <i>Fonds privé GPD Actions canadiennes toutes capitalisations (auparavant Fonds privé GPD Actions canadiennes croissance)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes taxables)</i>	Provide long-term capital appreciation.
DIM Private U.S. Equity Fund (for non taxable accounts) <i>Fonds privé GPD Actions américaines (pour comptes non taxables)</i>	Provide long-term capital growth for tax-deferred accounts.
DIM Private International Equity Fund <i>Fonds privé GPD Actions Internationales</i>	Provide long-term capital appreciation.
DIM Private Global Small Cap Equity Fund <i>Fonds privé GPD Actions mondiales de petite capitalisation</i>	Provide long-term capital appreciation.
DIM Private Emerging Markets Equity Fund <i>Fonds privé GPD Actions des marchés émergents</i>	Provide long-term capital appreciation.
DIM Private Balanced Fund <i>Fonds privé GPD Équilibré</i>	Provide long-term capital growth while generating income.
DIM Private Absolute Return Strategy Fund <i>Fonds privé GPD Stratégie à rendement absolu</i>	Generate stable positive returns while having a low correlation with traditional asset classes.
DIM Private Assets Fund (formerly DIM Private Completion Strategy Fund) <i>Fonds privé GPD Actifs privés (auparavant Fonds privé GPD Stratégie complémentaire)</i>	Provide income and long-term capital growth.
DIM Private Balanced Income and Growth Fund <i>Fonds privé GPD Équilibré revenu et croissance</i>	Achieve and maintain a balance between capital growth and income.
DIM Private Balanced with Growth bias Fund <i>Fonds privé GPD Équilibré avec biais croissance</i>	Provide long-term capital appreciation.
DIM Private Long term Growth Fund <i>Fonds privé GPD Croissance à long terme</i>	Provide long-term capital appreciation.
DIM Private Income Fund <i>Fonds privé GPD Revenu</i>	Provide income while preserving the purchasing power of the holders.



Should you have any questions, please contact a member
of Your Entourage at Desjardins Private Wealth Management

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1-800-653-7922

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Or write us at gestion.privee@desjardins.com



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