

**DESJARDINS SELF-DIRECTED RETIREMENT INCOME FUND
DECLARATION OF TRUST (1 of 2)**

WHEREAS THE ANNUITANT WISHES TO CREATE A Desjardins Self-Directed Retirement Income Fund (hereinafter “the Fund”), which will be a registered retirement income fund in accordance with the *Income Tax Act* (Canada) and where appropriate of the province determined by the address of the Annuitant (hereinafter called “Income Tax Acts”);

WHEREAS Desjardins Trust Inc. (hereinafter called “the Carrier”), a legally incorporated trust company with its head office in Montreal, province of Québec, is authorized to offer its services to the public as trustee;

WHEREAS the Carrier hereby accepts the office of trustee for the account of the Annuitant who has signed the application form for a Desjardins Self-Directed Retirement Income Fund;

WHEREAS in this Declaration of Trust, the expressions “spouse”, “common-law partner”, “property held”, “minimum amount”, “annuitant” and “retirement income fund” have the meanings given them by subsection 146.3(1) of the *Income Tax Act* (Canada);

WHEREAS for the purposes herein, without confining the ultimate responsibility of the Carrier, with respect to the administration of the Plan, Desjardins Financial Services Firm Inc. (the “Agent”) declares that it accepts its appointment as the Carrier’s Agent, for the purposes of the execution of certain office, administrative and other tasks, in accordance with this contract.

THE FOLLOWING IS THEREFORE AGREED between the Annuitant and the Carrier:

Article 1.

The Fund complies with the requirements of the *Income Tax Act* (Canada) and the Carrier is responsible for having the Fund registered with the Canada Revenue Agency and, where appropriate, the province designated in the address of the Annuitant.

Article 2.

The Carrier shall make no payment other than those provided for in paragraphs 146.3(2) (d) and (e), in the definition “retirement income fund” in subsection 146.3(1) and in subsections 146.3(14) and 146.3(14.1) of the *Income Tax Act* (Canada) and if appropriate by an equivalent article where applicable to income tax legislation of the province determined by the address of the Annuitant. If at the time of making a payment prescribed above, the Fund does not contain sufficient liquidities, the Carrier will have the right to sell the assets held in the Fund, and it is hereby specifically authorized to liquidate the said assets at the prices and conditions it deems appropriate, without however being required to do so.

The Annuitant alone is responsible for the choice of the maturity of the investments of the Fund and of the level of liquidity necessary to make the payments. If, at the time for making a payment prescribed above, the Fund does not have sufficient liquidity, the Carrier may then have the right of early redemption of the investments of the Fund and it is hereby specifically authorized to prematurely redeem the investments of the Fund according to terms and conditions it may deem appropriate and in particular, the fees, penalties and all other replacement costs that the Carrier requires in such cases and which the Annuitant acknowledges knowing.

Article 3.

No payment under the Fund may be assigned, in whole or in part.

Article 4.

No advantage or loan (except for exceptions provided in the *Income Tax Act* and where appropriate, an equivalent article when applicable in income legislation in the province determined by the address of the Annuitant) subordinate to the existence of the Fund will be granted to the Annuitant or a person with whom the Annuitant has a non-arm’s length relationship as defined in the Income Tax Acts.

Article 5.

Except where the spouse or common-law partner of the Annuitant becomes the annuitant hereunder, or according to the provisions of the will of the deceased Annuitant, the Carrier must distribute the property held as part of the Fund at the time of the death or an amount equal to the value of this property at that time.

Article 6.

Upon receipt of instructions from the Annuitant, the Carrier shall transfer to the person who has undertaken to be the carrier of another registered retirement income fund of which the Annuitant becomes an annuitant, all or part of the property held as part of the Fund or an amount equal to the value of this property at the date when the instructions are given, with all the information necessary for the continuation of the Fund.

Article 7.

The Carrier shall not accept as consideration or other property anything other than that transferred from:

- (i) a registered retirement savings plan of which the individual is annuitant;
- (ii) another registered retirement income fund of which the individual is annuitant;
- (iii) the individual to the extent that the consideration is a sum contemplated by sub-paragraph 60(l)(v) of the *Income Tax Act* (Canada) and where appropriate, an equivalent article where applicable to income tax legislation of the province determined by the address of the Annuitant;
- (iv) a registered retirement savings plan or a registered retirement income fund where the spouse or common-law partner or former spouse or common-law partner of the Annuitant individual is the annuitant pursuant to a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to the division of property between the Annuitant and his or her spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of, or on the breakdown of, their marriage or their common-law partnership,
- (v) a registered pension plan of which the individual is a member (within the meaning assigned by subsection 147.1(1) of the *Income Tax Act* (Canada));
- (vi) a registered pension plan in accordance with subsection 147.3(5) or (7) of the *Income Tax Act* (Canada);
- (vii) a specified pension plan in circumstances to which subsection 146(21) of the *Income Tax Act* (Canada) applies; or
- (viii) a pooled registered pension plan in accordance with subsection 147.5(21) of the *Income Tax Act* (Canada).

Article 8.

All annuitants signing an application form for this Declaration of Trust must declare their ages and social insurance numbers and this declaration will be considered an undertaking by the Annuitant to provide all information or documents that might be required at a later date.

Article 9.

An Annuitant domiciled in a jurisdiction in which a participant in a retirement income fund may validly designate a beneficiary other than by will, may designate a person to be entitled to receive the share of such Annuitant in the Fund on the death of the Annuitant, by instrument in writing in a form prescribed by the Carrier and delivered to the Carrier prior to the death of the Annuitant. Subject to applicable laws, such person shall be deemed to be the designated beneficiary of the Annuitant for the purposes hereof unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in a form prescribed by the Carrier and delivered to the Carrier prior to the death of the Annuitant, revoke such designation.

Article 10.

The Carrier is entitled to be reimbursed from Fund assets for all charges and expenses incurred in connection to the Fund, including any taxes, interest or other penalties required to be paid out of the Fund for any reason whatsoever (not including any taxes, interest, or penalties to be paid by the Carrier, which cannot be taken from Fund assets according to the Applicable Tax legislation). The Carrier is also entitled to collect its customary fees, which the Annuitant acknowledges and which shall be deducted from the assets held on the Annuitant’s behalf. Such fees may be modified from time to time, but the Carrier undertakes to advise the Annuitant in writing of any new fee schedule thirty (30) days prior to the schedule taking effect.

Article 11.

In the event the Annuitant fails to pay the fees, expenses, taxes, overdraft, etc. mentioned in the preceding paragraph, on written notice of thirty (30) days, the Carrier shall have the privilege of selling the assets held in the Fund, and is hereby specifically authorized to liquidate such securities at prices and terms it deems appropriate, without however being required to do so. The Annuitant shall owe the Carrier the amount of any expenses, charges, fees, overdraft, etc. which exceeds the assets of the Fund.

**DESJARDINS SELF-DIRECTED RETIREMENT INCOME FUND
DECLARATION OF TRUST (2 of 2)**

Article 12.

All the property held by the Fund of the Annuitant as well as the interest, profits and gains related hereto, will be invested by the Carrier according to the instructions of the Annuitant and/or the Annuitant's agent. All proposed investments and the related documentation must comply with the Carrier's requirements, which may change from time to time. However, the Annuitant shall be solely responsible for the said investments and their liquidity.

Article 13.

If the Annuitant permanently waives the right to give instructions or if, without waiving such right, is unable to express his or her wishes and the circumstances are urgent, the Carrier may, without being bound to do so:

- a) sell, alienate or otherwise dispose of any asset credited to the Annuitant, at terms and a price it deems appropriate;
- b) invest, where it deems appropriate, any sums of money credited to the Annuitant in all investment types and categories, notwithstanding the laws of all jurisdictions concerning the investment of third party property.

Article 14.

The Carrier, unless otherwise instructed, may, without being bound to do so:

- a) exercise the voting rights in respect of any securities credited to the Annuitant;
- b) ask for advice from any professional or financial advisor, where it deems appropriate, and pay said advisor's fees from the assets held on behalf of the Annuitant.

Article 15.

Unless it has been negligent, the Carrier will not be liable any act or omission or for any loss or depreciation of the value of the investments.

Article 16.

Without limiting the general nature of the preceding paragraph, it is the responsibility of the Annuitant to select the investments of the Fund and to determine if the Carrier should acquire, sell, or retain a specific investment for the Fund. The Carrier shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Fund holds a non-qualified investment. The Annuitant is solely responsible for tax consequences resulting from the liquidation of some or all of the assets in the Fund, or from any loss due to the sale or assignment of any investment forming part of the Fund, including all penalties resulting from redemption prior to maturity.

Article 17.

The Carrier may resign from its duties and be discharged from all further obligations and responsibilities hereunder by sending to the Annuitant three (3) months' written notice or any shorter notice deemed sufficient by the Annuitant.

The Carrier may appoint as its successor, under the terms of hereof, any corporation qualified to act as a trustee under the *Income Tax Act* (Canada) and, where appropriate, any provincial income tax legislation. This appointment shall take effect on the date specified in the instrument of appointment by which such corporation is appointed and accepts the appointment of successor carrier.

On the effective date of the appointment, the Carrier shall transfer the monies or securities of the Fund to its successor. It is, however, understood that the Carrier shall at no time be obliged to carry out the early redemption of the said prior to their transfer. Moreover, the Carrier shall provide such information and records pertaining thereto as will permit the successor carrier to effectively continue the administration thereof and the registration thereof pursuant to the *Income Tax Act* (Canada) and, if applicable, any provincial income tax legislation.

As of the date of the appointment, the successor shall assume all duties and responsibilities of the Carrier, who is released of all its obligations and responsibilities as trustee hereunder. The Annuitant may, in like manner, relieve the Carrier from its duties and appoint a successor acceptable under the provisions of the *Income Tax Act* (Canada) and, where appropriate, any provincial income tax legislation. In such a case, the Carrier shall transfer the monies and securities of the Fund to its successor. It is, however, understood that the Carrier shall at no time be obliged to carry out the early redemption of said securities prior to their transfer.

Article 18.

The Carrier may amend this Declaration of Trust in order to ensure that the Fund complies at all times with the terms of registration of the *Income Tax Act* (Canada).

Furthermore, the Carrier may, at its option, amend the terms and conditions of the present Declaration of Trust from time to time, but undertakes to send thirty (30) days' prior written notice thereof to each Annuitant before applying said amendment(s).

Article 19.

This Fund is governed by the laws of the province of residence of the Annuitant, as declared in the contract of adhesion, and must be interpreted in compliance with these laws and the *Income Tax Acts*.

DESJARDINS TRUST INC.

1, Complexe Desjardins
P.O. Box 34, Desjardins Station
Montréal (Québec)
H5B 1E4
2013

RIF 1000