

Investor No.	Account No.
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**ADDENDUM TO DECLARATION OF TRUST OF THE DESJARDINS FUNDS AND  
GUARANTEED INVESTMENT RETIREMENT SAVINGS PLAN (RSP 168-007)  
FOR LOCKED-IN PENSION TRANSFERS TO A LOCKED-IN RETIREMENT SAVINGS PLAN (LRSP)  
PURSUANT TO THE *PENSION BENEFITS STANDARDS ACT, 1985* (FEDERAL)**

In this Addendum, "Issuer" means Desjardins Trust Inc., "Plan" means the Desjardins Funds and Guaranteed Investment Locked-in Retirement Savings Plan (Federal) and "Declaration of Trust" means the declaration of trust which sets forth the terms and conditions governing the Desjardins Funds and Guaranteed Investment Retirement Savings Plan. "Annuitant" has the same meaning as that term is used in the Declaration of Trust. "Locked-In Assets" means all the assets in the Plan at any time and includes any interest or other earnings realized or accrued to that time.

Upon receipt of a locked-in benefit pursuant to the *Pension Benefits Standards Act, 1985* (Federal) or to the *Pooled Registered Pension Plans Act* (Federal), the Issuer and the Annuitant agree that these presents shall form part of the terms and conditions of the Plan.

- 1. Pension legislation.** For the purposes of this Addendum, the word "Act" means the *Pension Benefits Standards Act, 1985* and the word "Regulation" means the regulation thereunder, as amended from time to time.
- 2. Spouse.** "Common-law Partner" shall have the meaning as given to that word in the Act. "Spouse" shall have the meaning as given to that word in the Act and, where applicable, shall include the term "common-law partner" as defined in the Act, but shall 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 registered retirement savings plans.
- 3. Locked-In Assets Only.** No money that is not locked-in will be transferred to or held under the Plan.
- 4. Transfers.** The Annuitant may transfer all or part of the balance of the Plan:
  - (a) to another LRSP;
  - (b) to a pension plan, including any pension plan referred to in subsection 26(5) of the Act, 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 pension plan member with two years of membership in the plan;
  - (c) to a pooled registered pension plan (PRPP);
  - (d) for the purchase of an immediate life annuity or a deferred life annuity; or
  - (e) to a life income fund (LIF) or to a restricted life income fund (RLIF).
- 5. Withdrawal for Financial Hardship.** The Annuitant may withdraw Locked-in Assets in an amount up to the lesser of the amount determined by the formula  $M + N$  and 50% of the year's maximum pensionable earnings minus any amount withdrawn in the calendar year for financial hardship (from any LRSP, restricted locked-in savings plan (RLSP), LIF or RLIF), where
 

M is the total amount of the expenditures that the Annuitant expects to make on medical or disability-related treatment or adaptive technology during 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), other than any amount withdrawn in the calendar year for financial hardship (from any LRSP, RLSP, LIF or RLIF)

And if

  - (a) the Annuitant certifies that he/she has not made a withdrawal in the calendar year for financial hardship (from any LRSP, RLSP, LIF or RLIF) other than within the last 30 days before this certification;
  - (b) if,
    - (A) in the event that the value of M is greater than zero,
      - (i) the Annuitant certifies that he/she 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 for financial hardship (from any LRSP, RLSP, LIF or RLIF), and
      - (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required; or
    - (B) the Annuitant's expected income for the calendar year determined in accordance with the *Income Tax Act* (Canada), other than any amount withdrawn for financial hardship during that year (from any LRSP, RLSP, LIF or RLIF) within the last 30 days before the day on which the certification is made, is less than 75% of the year's maximum pensionable earnings, and
  - (c) the Annuitant obtains the consent of his/her Spouse or Common-law Partner, if any, and gives the prescribed forms to the Issuer.

- 6. Payment Due to Shortened Life Expectancy.** Notwithstanding any provision to the contrary contained in this Addendum, the funds may be paid to the Annuitant in a lump sum if a physician certifies that, owing to mental or physical disability, the Annuitant's life expectancy is likely to be considerably shortened. Any payment claimed as a result of a right under this paragraph shall be subject to the maturity of investments held in the Plan.
- 7. Payment of Small Amount at Age 55 or Older.** In the calendar year in which the Annuitant reaches 55 years of age or in any subsequent calendar year, the funds may be paid to the Annuitant in a lump sum if:
  - (a) the Annuitant certifies that the total value of all assets in all LRSP, RLSP, LIF and RLIF that were created as a result of a transfer under the Act or a transfer from a PRPP is not more than 50% of the year's maximum pensionable earnings, and
  - (b) the Annuitant obtains the consent of his/her Spouse or Common-law Partner, if any, and gives the prescribed forms to the Issuer.
- 8. Payment to Non-resident.** Locked-in Assets may be paid to the Annuitant if the Annuitant has ceased to be a resident of Canada for at least two years.
- 9. Death of Annuitant.** On the death of the Annuitant, if the Annuitant is a member or former member of the pension plan from which the Locked-In Assets originate and is survived by a Spouse or Common-law Partner, the funds in the Plan shall be paid to the survivor of the Annuitant, by
  - (a) transferring the funds to another LRSP;
  - (b) transferring the funds to a pension plan, including any pension plan referred to in subsection 26(5) of the Act, 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 pension plan member with two years of membership in the plan;
  - (c) transferring the funds to a PRPP;
  - (d) using the funds to purchase an immediate life annuity or a deferred life annuity; or
  - (e) transferring the funds to a LIF or RLIF.

Where the Annuitant has no entitled Spouse or Common-law Partner, the designated beneficiary or, if there is no valid designation of beneficiary, the personal representatives of the estate of the Annuitant in their representative capacity shall be entitled to a benefit equal to the value of the funds in the Plan.
- 10. Valuation of Locked-In Assets.** The Locked-In Assets shall be invested and re-invested on the direction of the Annuitant as provided by the Declaration of Trust. The value of the Locked-In Assets at any time will be determined by the Issuer according to regular practice.
- 11. No Assignment, etc.** Subject to subsection 25(4) of the Act and subsection 53(3) of the *Pooled Registered Pension Plans Act*, the funds in the Plan or any interest or right in those funds may not be transferred, assigned, charged, anticipated, attached or given as security and any transaction appearing to do so is null and void.
- 12. Restriction on Type of Annuity.** Where the commuted value of the pension benefit credit transferred to the Plan was determined in a manner that did not differentiate on the basis of sex, the life annuity purchased with the funds in the arrangement shall not differentiate on the basis of the sex of the beneficiary. For purposes of this specific Plan, the pension benefit transferred:
  - differentiated on the basis of the sex of the Annuitant;
  - did not differentiate on the basis of the sex of the Annuitant.
- 13. Amendment.** This Addendum may be amended by the Issuer as permitted by and in accordance with the Act.
- 14.** The Issuer hereby undertakes to administer the transferred locked-in funds and all subsequent earnings on such funds in accordance with the provisions of this Addendum.
- 15.** The Annuitant hereby agrees to abide by the provisions stated in this Addendum and to waive the right to request amendment of the Plan to receive any funds except as expressly provided for herein.

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