

**ADDENDUM TO THE DECLARATION OF TRUST OF THE DESJARDINS FUNDS AND
GUARANTEED INVESTMENT RETIREMENT SAVINGS PLAN (RSP 168-007)
FOR LOCKED-IN PENSION (SASKATCHEWAN) TRANSFERS TO
A LOCKED-IN RETIREMENT ACCOUNT (LIRA)**

For the purposes of this Addendum the word "Act" means *The Pension Benefits Act, 1992* (Saskatchewan) and the word "Regulation" means *The Pension Benefits Regulations, 1993*, under the Act as amended from time to time; the words "life annuity contract", "locked-in retirement account contract", "registered retirement income fund contract", "pension" and "spouse" have the same meanings as are respectively given to these words in Section 29 of the Regulations and Section 2 of the Act; and for purposes of this Addendum, the word "owner" shall mean a member or former member of a "plan" as defined under Section 2 of the Act; and notwithstanding anything to the contrary contained in this Plan, including any endorsements forming a part thereof, "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.

For the purposes of this Addendum, "owner" means the annuitant (as defined under subsection 146(1) of the *Income Tax Act* (Canada)) of the Plan.

Notwithstanding any provision set out in the owner's retirement savings plan declaration of trust (the "Plan") and the application in respect of the Plan, and except as permitted under applicable pension laws, the owner hereby acknowledges and agrees with Desjardins Trust inc (the "Trustee") that the owner's Plan shall be administered on a "locked-in" basis according to subsection 29(2.1) of the Regulation, and in particular that:

- (a) Subject to paragraph (b), all money, including interest, gains and losses, that is subject to or from the Plan as defined by the declaration of trust (hereby further referred to as "locked-in amount") is to be used to provide or secure a pension that would, but for the transfer and previous transfers, if any, be required by the Act and the Regulation.
- (b) No transfer of the locked-in amount shall be permitted except:
 - (i) to another locked-in retirement contract;
 - (ii) to purchase a life annuity contract as stipulated in subsection 146(1) of the *Income Tax Act* (Canada);
 - (iii) to purchase a registered retirement income fund contract; or
 - (iv) to a registered pension plan on the conditions referred to in clause 32(2)(a) of the Act.
- (c) The locked-in amount shall be invested in a manner that complies with the rules for the investment of money in a registered retirement savings plan pursuant to the *Income Tax Act* (Canada) and the regulations thereunder.
- (d) Where the locked-in amount is paid out contrary to the Act, the Regulation or this Addendum, the Trustee hereby declares that it will provide or ensure the provision of a pension in the amount of, and payable in the same manner as, the pension that would have been provided had the locked-in amount not been paid out.
- (e) The Trustee, before transferring out the locked-in amount from the Plan pursuant to paragraph (b) of this Addendum, will advise the transferee in writing of the locked-in status of the money and make acceptance of the transfer subject to the conditions provided for in the Regulation.
- (f) If the Trustee does not comply with paragraph (e) of this Addendum and the transferee fails to pay the locked-in amount transferred in the form of a pension or in the manner required by the Regulation, the Trustee will provide or ensure the provision of the pension be referred to in paragraph (d) of this Addendum.
- (g) The Trustee hereby acknowledges that the pension to be provided to the owner who:
 - (i) was a member of the plan from which the locked-in amount was transferred; and
 - (ii) has a spouse at the date when the pension commences;
 shall comply with Section 34 of the Act, unless the spouse waives the entitlement in the manner and in the form required by the Act and the Regulation.
- (h) On the death of the owner of a contract who was a member of the plan from which the money was transferred:
 - (i) the surviving spouse is entitled to the locked-in money in the contract;

- (ii) if there is no surviving spouse, the designated beneficiary of the owner is entitled to the locked-in money in the contract;
- (iii) if there is no surviving spouse or designated beneficiary of the owner, the estate of the owner is entitled to the locked-in money in the contract; and
- (iv) the locked-in money in the contract will be transferred to the surviving spouse, the designated beneficiary or the estate of the owner in accordance with subsections (4.1) to (4.5) of the Regulation.
- (i) Subject to paragraph (j) of this Addendum, a surviving spouse who is entitled to the locked-in money pursuant to paragraph (h) of this Addendum may, within 180 days following the day on which proof of death of the member or former member is provided to the Trustee, elect:
 - (i) to transfer the locked-in money in the contract in accordance with subsection 32(2) of the Act; or
 - (ii) to receive a lump sum payment equal to the locked-in money in the contract.
- (j) A surviving spouse who fails to make an election pursuant to paragraph (i) of this Addendum is deemed to have elected to receive the pension in the form of a lump sum payment pursuant to paragraph (i) of this Addendum.
- (k) If an owner of a contract who was a member of the plan from which the money was transferred dies leaving no surviving spouse, a lump sum payment equal to the locked-in money to which a surviving spouse would have been entitled pursuant to paragraph (i) of this Addendum is to be paid:
 - (i) to the designated beneficiary of the owner; or
 - (ii) if there is no validly designated beneficiary, to the estate of the owner.
- (l) At any time before the date of death of the owner, the spouse of the owner:
 - (i) may waive the spouse's entitlement pursuant to paragraph (i) of this Addendum by delivering a written and signed waiver in Form 0.1 of the Appendix of the Regulation to the Trustee; and
 - (ii) may revoke a waiver delivered pursuant to subparagraph (i) of this Addendum by delivering a written and signed notice of revocation to the Trustee.
- (m) If a waiver pursuant to paragraph (l) of this Addendum is in effect on the date of death of the owner, paragraph (k) of this Addendum applies as if the owner died leaving no surviving spouse.
- (n) The Plan shall be subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.
- (o) No money that is not locked-in will be transferred to or held under the Plan.
- (p) The owner must commence receipt of a pension before the end of the calendar year in which the owner attains the age of 71 years, or such age as may be required under the *Income Tax Act* (Canada) from time to time.
- (q) Subject to Section 29(6) of the Regulation, a life annuity contract purchased with the locked-in amount may not vary according to the sex of the owner.
- (r) Subject to paragraphs 29(4)(j) and (m) of the Regulation, the balance of the locked-in money in a Plan may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment and any transaction that purports to assign, charge, alienate or anticipate the balance of the locked-in money in a contract is void.
- (s) Should an amount be attached pursuant to paragraphs 29(4)(j) and (m) of the Regulation, the Trustee shall be authorized to deduct from the locked-in amount all the fees, taxes and payments described in paragraph 29(4)(n) of the Regulation and shall not be liable to any person by reason of having complied with such duty.
- (t) Subject to paragraph (g) of this Addendum, a lump sum or series of payments may be made to the owner, where a physician certifies that due to mental or physical disability the life expectancy of the owner is shortened considerably.

- (u) Where the locked-in amount does not exceed the amount prescribed in subsection 39(1) of the Act and where the Trustee is satisfied that the owner has no other locked-in amounts, a lump sum payment may be made to the owner.
- (v) Subject to paragraphs (t) and (u) of this Addendum, no withdrawal, commutation or surrender of money is permitted except where the amount is required to be paid to the taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada).
- (w) The Trustee hereby affirms the provisions contained in the Plan.
- (x) The conditions of this Addendum will take precedence over the provisions in the Plan in the case of conflicting or inconsistent provisions.

Desjardins Trust Inc.

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

2013

Signed at	Date (YYYY-MM-DD)
Signature of owner	
X	

Authorized agent of Desjardins Trust Inc.

First name and last name	Date (YYYY-MM-DD)
Signature	
X	