

“i. proof that an attestation clearly specifying the goal of a training activity can be issued, to the participant who successfully completes it, by his employer, at least once a year and upon the employee’s departure, if he does not receive such an attestation of achievement from the educational establishment, the body or the trainer who provided it;”.

4. Section 7 is amended:

1° by adding, after paragraph 3°, the following:

“3.1° the word “trainee” also includes the person placed with an employer as part of occupational training or training in preparation for employment offered by a community body accredited by the Société as a training body;

3.2° the word “training” includes occupational health and safety training provided it is related to the performance of a job;”;

2° by replacing, in paragraph 5°, “and 17°” with “17°, 23° and 24°”;

3° by replacing, in paragraph 10°, the words “by the employer’s personnel” with the words “by an employee”;

4° by adding, after paragraph 10°, the following:

“10.1 for the purposes of paragraph 25° of section 1, the annual depreciation cost corresponds to the amount that would be determined pursuant to schedule 1 if property covered by paragraph 25° of section 1 was, during the year, assigned exclusively to training the employer’s personnel;”;

5° by adding, at the end of paragraph 13°, the following:

“this provision does not apply to:

— a sheltered work centre with a certificate issued by the Office des personnes handicapées by virtue of section 37 of the Act to secure the handicapped in the exercise of their rights (R.S.Q., c. E-20.1);

— a day care centre with a permit from the Office des services de garde à l’enfance by virtue of section 3 of the Act respecting Child Day Care (R.S.Q., c. S-4.1);

— an ambulance enterprise holding a permit issued under the Public Health Protection Act (R.S.Q., c. P-35) and the Corporation d’urgences-santé of the Metropolitan Montréal region.”.

5. Schedule 1 is amended:

1° in paragraph 1° of the French version, the changes are grammatical in nature and do not affect the English text;

2° by replacing paragraph 3° with the following:

“3° where the depreciable property is premises, its capital cost or proceeds of alienation, as the case may be, corresponds, for the employer, to the portion of the cost of the immovable borne by the employer or to the proceeds of the alienation attributable to those premises;”.

6. This regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

1202

M.O., 1997

Order number 11 of the Minister of Finance dated 15 January 1997

Financial Administration Act
(R.S.Q., c. A-6, s. 69.06)

CONCERNING certain forms relating to the book based system

CONSIDERING section 69.06 of the Financial Administration Act, which provides that the information to be furnished by participants in the book based system shall be determined by the Minister in the forms he prescribes;

CONSIDERING the Regulation respecting savings products, made in accordance with section 69.04 of the Financial Administration Act;

CONSIDERING that the Minister of Finance deems it advisable to prescribe certain forms for the purposes of participation in the Québec Savings Products Retirement Income Fund, the Québec Saving Products Life Income Fund and the Québec Savings Products Locked-in Retirement Account;

THEREFORE, the Minister of Finance prescribes the forms attached to this Order and fixes their coming into force on the day of their publication in the *Gazette officielle du Québec*.

Québec, 15 January 1997

BERNARD LANDRY,
Minister of Finance



Québec Savings Products

APPLICATION FORM
FOR A

LOCKED-IN RETIREMENT ACCOUNT

Who should use this form?

Any individual who, **on his own behalf**, wants to apply for participation in Placements Québec and acquire or transfer Québec savings products under a locked-in retirement account (LIRA) of the Québec government.

INSTRUCTIONS

Section 1: Enter your identification information as a participant and sole owner of your Québec savings products.

Section 2: The cheque must be made payable to **the Minister of Finance of Québec**. Funds deposited in a locked-in retirement account must be drawn exclusively from one or more retirement plans authorized by applicable laws, as stipulated in the trust agreement enclosed with this form.

Section 3: By contributing to a Placements Québec locked-in retirement account, the applicant also becomes a participant in the book based system managed by Placements Québec and, it is accordingly to the participant's advantage to provide his banking information for the administration of a regular account.

This banking information will be used for payment of your purchases by transfer of funds. It will also be used for interest payments, if applicable, and for any redemptions you request. It is important to enclose a **specimen personal cheque** marked "**Cancelled**" for the account indicated. If you do not provide your banking information, payments must be made by cheque.

Section 4: The **participant/constituent** must sign the form.

**For information or to carry out a transaction,
call Placements Québec:
1 800 463-5229 or (418) 521-5229 (Québec City region)**

Version française disponible sur demande.

GENERAL INFORMATION

PLACEMENTS QUÉBEC* manages the operations relating to savings products issued by the Québec government. PLACEMENTS QUÉBEC allows the purchase and redemption of these savings products by telephone.

The book based system

Savings products are held for a participant in a book based system managed by PLACEMENTS QUÉBEC.

Registration in the system, in the register of participants, of the information concerning the participant, constitutes proof of the participant's ownership of the savings products booked in his securities portfolio. PLACEMENTS QUÉBEC sends the participant or the person authorized to act on his behalf a statement of his securities portfolio or confirming certain operations carried out in the book based system.

Participation in the system

Participation in the system is restricted to persons or groups of persons or of properties domiciled in Québec and is achieved by completing an application form upon the initial purchase of a savings product.

Payment by transfer of funds

Payment by transfer of funds requires that the participant or the person authorized to act on his behalf provide information concerning his operations account at a financial institution (banking information). A payment is deemed to be made on the date stipulated in the transfer of funds instructions given to the financial institution. Should payment by transfer of funds prove to be impossible, payment is made by cheque.

Operations

Operations in the book based system can be carried out in writing, by telephone or by fax, with the exception of a change in banking information and, if allowed, transfer of ownership of securities, which are carried out in writing on the appropriate forms supplied by PLACEMENTS QUÉBEC.

Correction of statements

PLACEMENTS QUÉBEC must be informed of any error or irregularity in a statement within 45 days of the statement date.

Security

A participant who wishes to carry out an operation by telephone must identify himself to PLACEMENTS QUÉBEC using the personal information recorded on his participant's data sheet.

Telephone conversations relating to operations requests are recorded and retained by PLACEMENTS QUÉBEC. The recording is proof of the operation.

* "PLACEMENTS QUÉBEC" is an official trademark held by the Québec government.



**PLACEMENTS
QUÉBEC**

333 Grande Allée est
Québec (QC) G1R 5W3
(418) 521-5229 ou 1 800 463-5229

Québec Savings Products

Application Form for a LOCKED-IN RETIREMENT ACCOUNT

1. PARTICIPANT/CONSTITUENT IDENTIFICATION (Block letters please)

Family name _____
 First name _____
 Maiden name and first name of participant's mother _____
 Civic no. _____ Street _____ Apartment _____
 P.O. Box _____ City _____ Province _____
 Postal Code _____ Telephone office _____ Ext. _____ Telephone home _____

Mrs. Mr.

(✓) French Correspondence

Date of birth
 YR MTH DAY

Social insurance number

The social insurance number is required under the Income Tax Act.

2. INFORMATION ON FUNDS TRANSFERRED

Total funds transferred _____ \$ Source of funds 01 Transfer from another trustee
 02 Retirement plan

IMPORTANT • The cheque must be made out to the Minister of Finance. • Once the cheque is received, the amounts transferred will be converted into temporary investment units and an investment officer of Placements Québec will contact the participant to determine which savings products he wants in this account.

3. PARTICIPANT'S/CONSTITUENT'S BANKING INFORMATION

Any amount payable to the participant can be deposited into the account indicated below, and any amount payable by the participant for the purchase of a savings product can be drawn from this account, in the absence of instructions to the contrary. By signing below, I authorize Placements Québec to withdraw any overpayment made to me from this account.

 Name of participant's financial institution Branch no. Inst. no. Account no.

Attach a specimen personal cheque marked "Cancelled"

4. SIGNATURE

To: Trust Général du Canada - I hereby request to participate in the book based system managed by Placements Québec. This application, once accepted by Placements Québec, constitutes a participation governed by the provisions of the Financial Administration Act and the Regulation respecting savings products enacted in accordance with such Act. I also request to participate in a Québec savings products locked-in retirement account (the "Plan") registered under the terms of the Income Tax Act (Canada) and the Taxation Act (Québec), and I ask Trust Général du Canada, trustee and issuer of the plan, to register my participation and my contribution to this Plan in accordance with these statutes. I have read the trust declaration on the back of this form and agree to comply with it.

X _____
 Participant's signature Date

The personal information provided on this form is protected under the Act respecting Access to documents held by public bodies and the protection of personal information (R.S.Q., c. A-2.1).

FOR USE BY THE SALES AGENT

Transit _____ Institution _____ Authorized signatory (block letters) _____
 Telephone _____ Ext. _____ X _____ Signature _____ Date _____

FOR USE BY THE TRUSTEE This application is accepted as a locked in retirement account hearing the number indicated below by Placements Québec as mandatory of the Trustee.

X _____
 Authorized signature Date

FOR USE BY PLACEMENTS QUÉBEC

Lot no. _____ Participant no. _____ X _____
 Authorized signature Date

STATE SPECIMEN CHEQUE HERE

QUÉBEC SAVINGS PRODUCTS LOCKED-IN RETIREMENT ACCOUNT

TRUST AGREEMENT

TRUST GÉNÉRAL DU CANADA (the "Trustee"), a trust company legally constituted under the laws of Québec, agrees to act as trustee of the Québec savings products locked-in retirement account (the "Plan") on behalf of the constituent named on the front of these presents (the "Constituent").

The Plan meets the requirements of the *Income Tax Act* (Canada) and the *Taxation Act* (Québec) and their respective regulations (the "Tax Legislation") for a registered retirement savings plan, and of the *Supplemental Pension Plans Act* (Québec) (the "Act") and its regulations (the "Regulations") concerning the locked-in retirement account.

For the purposes of these presents, the *ministère des Finances du Québec*, hereunder called "Placements Québec", acts as mandatory of the Trustee.

For the purposes of these presents, "Savings Products" means any bond or other securities issued by the Québec government under a book based system managed by Placements Québec (the "System").

1. CONSTITUENT Subject to the provisions of the Tax Legislation, any person who will not reach 69 years of age on the last day of the calendar is eligible and can apply to participate in the Plan and set up a locked-in retirement account by completing the application form.

2. REGISTRATION OF THE PLAN The Trustee will see to the registration of the Constituent's Plan with the appropriate tax administrations and the *Régie des rentes du Québec*.

3. CONTRIBUTIONS The only contributions that can be made into the Plan must come, directly or indirectly, from a transfer from one or more of the following plans: i) a pension plan governed by the Act, ii) a supplemental pension plan governed by a statute of a legislative authority other than the Parliament of Québec and conferring entitlement to a deferred benefit, iii) a supplemental pension plan established by a statute of the Parliament of Québec or of another legislative authority, iv) an annuity contract covered by section 30 of the Regulations, or v) another locked-in retirement account.

The Constituent acknowledges that he alone is responsible for ensuring that his contribution is made in accordance with this agreement.

For an initial contribution, the Trustee opens an account in the System on behalf of the Constituent (the "Account"). The amounts recorded on behalf of the Constituent are held in trust in the System by the Trustee and are invested as stipulated in section 4 in order to provide the Constituent with a retirement annuity as stipulated in section 7.

The Trustee shall agree to return to the Constituent an amount in order to reduce tax otherwise payable by the Constituent under Part XI of the *Income Tax Act* (Canada). The Trustee can, without advising the Constituent, realize the investment or investments at the prices Placements Québec may set and use the proceeds to effect payment. The Trustee is not liable for any loss resulting from such realization.

No benefit which depends in any way on the existence of the Plan can be granted to the Constituent or to any person with whom he is not at arm's length, with the exception of those described in sub-section 146(2)(c.4) of the *Income Tax Act* (Canada).

4. INVESTMENTS All assets of the Plan must be invested by the Trustee according to the Constituent's instructions in the form of Savings Products issued by the Québec government and declared eligible by the Trustee after having obtained the Québec government's prior approval (the "Authorized Investments"). In the absence of instructions from the Constituent regarding the investment of assets or the re-investment of investments that have matured, the amounts, both capital and interest, will be converted into temporary investment units for which Placements Québec will credit each month interest calculated on the daily balance. The Constituent agrees that he is solely responsible for the re-investment of investments that have matured.

The Constituent can invest assets of the Plan only in Authorized Investments for which he is solely responsible.

When required under this agreement, the balance of the Account (the "Account Balance") consists of the value of liquidated investments after deducting any applicable tax.

5. WITHDRAWAL AND TRANSFER Subject to section 7, all or part of the Account Balance can be withdrawn by the Constituent who can receive a payment or a series of payments when a physician certifies that his physical or mental disability reduces his life expectancy. The Trustee shall withhold the income tax stipulated in the Tax Legislation, if any, from the amount withdrawn.

The Constituent is entitled, at any time before the conversion of the entire Account Balance into a life annuity stipulated in section 7, to transfer all or part of such balance into a pension plan covered by section 98 of the Act or into a life income fund, unless the investment has not reached maturity.

The Constituent cannot withdraw the Account Balance from the Plan other than as stipulated in this section or in section 7.

The transfer stipulated in this section and in the first paragraph of section 7 can, at the Trustee's discretion and unless stipulated to the contrary, be made by remittance of the investment securities relating to the Account.

6. DOCUMENTS — The Constituent deposits: a) a copy of this agreement; b) at least once a year, a statement indicating the amounts deposited, their source, the investments, the transactions for the period, accumulated gains, expenses charged since the last statement and the Account Balance. Placements Québec sends all the information slips required under the Tax Legislation when required.

7. CONVERSION INTO A RETIREMENT ANNUITY Subject to sections 5 and 8 and to the applicable legislation, the Account Balance can only be converted into a life annuity guaranteed by an insurer and established for the life of the Constituent alone or for the life of the Constituent and that of his spouse; the periodic amounts paid under such annuity must be equal unless each amount to be paid is changed uniformly according to an index or rate stipulated in the contract and allowed under sub-section 146(3)(b)(iii) to (v) of the *Income Tax Act* (Canada), because of the division of the rights of the Constituent with his spouse following a marriage breakdown, by converting the retirement income as allowed under sub-section 146(2)(b)(iii) of the *Income Tax Act* (Canada) or because of the option stipulated in paragraph 3 of the first sub-section of section 93 of the Act.

Conversion of the Account Balance into a life annuity can be demanded at any time unless the agreed term of the investments has not expired, but must be carried out no later than December 31 of the year during which the Constituent reaches 69 years of age. In accordance with sub-section 146(2)(c.2) of the *Income Tax Act* (Canada), the life annuity must be converted if it becomes payable to a person other than the Constituent.

The life annuity payable to the Constituent or his spouse under this Plan cannot be assigned either in whole or in part. If, three months before December 31 of the year in which the Constituent reaches 69 years of age, he has not given his instructions to the Trustee regarding conversion into a retirement annuity, the Trustee will transfer the Constituent's Account Balance into a life income fund.

When the Account Balance has been used, invested or otherwise employed in accordance with the requirements of the Act and the Tax Legislation, the Trustee shall be discharged of all liability.

The life annuity contract guaranteed by an insurer can guarantee payment of the annuity for a given period after the death of the Constituent but ending no later than the day preceding that on which he would have reached ninety years of age.

8. DEATH OF THE CONSTITUENT In the event of the death of the Constituent before the conversion of the Account Balance into an annuity, such balance shall be paid to his spouse or, if he has none, his heirs. The Account Balance can be converted into a life annuity guaranteed by an insurer stipulated in section 7 only if, at the death of the Constituent, his spouse was granted, and has not waived, a life annuity equal to at least 60% of the amount of the one to which the Constituent was entitled before his death. The periodic payments made during a year after the death of the Constituent cannot exceed those to be made during the year before death.

Within 15 days of receiving the documents it considers necessary, the Trustee must remit the Account Balance of the Constituent to his spouse or, if there is none, to his heirs, if any, in accordance with the first sub-section and subject, in all cases, to the statutes applicable to the opening of a Constituent's estate.

9. PROOF OF AGE The entry of the Constituent's date of birth, on the front of these presents, attests to the said date and commits the Constituent to providing any supplementary evidence that may be required at the time of conversion into a life annuity.

10. MATURITY DATE The maturity date shall be the date chosen by the Constituent, and must fall within the period stipulated in sub-section 146(2)(b.4) of the *Income Tax Act* (Canada). Before the Plan matures, no benefit or total or partial refund of the Account Balance shall be paid to the Constituent except as stipulated in section 3 and 5.

11. LIABILITY OF THE TRUSTEE The Constituent and his spouse or their heirs agree to compensate and release the Trustee and its representatives, mandataries and correspondents for any liability for any tax, assessment, expense, debt, demand or claim resulting from the possession or deposit of investments in the Constituent's Account and from any other action taken in accordance with these presents, unless it results from gross negligence on their part or deliberate misconduct.

Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be liable for any loss suffered by the Plan or by the Constituent or any beneficiary under the Plan as a result of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Constituent. Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be held personally liable for any tax or penalty that may be deducted under the provisions of the applicable legislation, because of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Constituent.

12. CANCELLATION OF THE PLAN Participation in the Plan is cancelled when the Department of Revenue of Canada or the *ministère du Revenu du Québec* or the *Régie des rentes du Québec* refuses to register the Plan. In this case, the Trustee shall not accept the transfer of funds from the various plans stipulated in these presents.

13. DELEGATION OF DUTIES It is understood that the Trustee may designate mandataries, including, without limiting the generality of the foregoing, Placements Québec, and delegate such mandataries to carry out office work, administrative and other duties under these presents. The Trustee acknowledges, however, that notwithstanding any other provisions of these presents, it remains ultimately responsible for the Plan.

14. MODIFICATION OF THE PLAN The Trustee may not make any change whose effect would be to reduce the rights resulting from the trust agreement, unless the Constituent is entitled, before the date of the change, to transfer the Account Balance and has received, at least 90 days before the date on which he can exercise such right, a notice indicating the purpose of the change and the date as of which he may exercise such right.

Subject to the preceding sub-section, the Trustee may from time to time, at its discretion, change this trust agreement with the consent of the Department of Revenue of Canada, the *ministère du Revenu du Québec* and the *Régie des rentes du Québec* by advising the Constituent in writing, within a period of 30 days; however, such change must not cause the Plan to lose its status as a registered retirement savings plan, under the Tax Legislation.

The Trustee may not, other than to satisfy the requirements of the Act, make any change other than those stipulated in this section without having first advised the Constituent.

The Trustee can modify the trust agreement only insofar as it continues to comply with the standard trust agreement changed and registered with the tax authorities and the *Régie des rentes du Québec*.

15. NOTICE Notice given to the Trustee is considered sufficient if it is handed or mailed to Placements Québec at the address indicated on the front of these presents or such other address notified by mail. Notice is deemed to have been given to the Trustee on the actual date of reception of the notice by Placements Québec. Any notice, statement or receipt addressed to the Constituent is considered to have been validly given if it is handed to him in person or sent by mail to the last address indicated in the register kept by Placements Québec. Such notice, statement or receipt is deemed to have been given at the time of its delivery to the Constituent if delivered in person or if mailed, the date it is mailed.

16. RESIGNATION OF THE TRUSTEE The Trustee may, provided it gives the Constituent thirty (30) days' notice as indicated in section 15 of these presents, relinquish its office of Trustee of the Plan provided a successor trustee has accepted such office. At the time it relinquishes its office, the Trustee must transfer all the books, files and investments relating to the Plan to the successor trustee which will then be invested with all the rights and obligations incumbent on the Trustee under these presents.



Québec Savings Products

APPLICATION FORM
FOR A
**RETIREMENT
INCOME FUND**

Who should use this form?

Any individual who, on his own behalf, wants to apply for participation in Placements Québec and acquire or transfer Québec savings products under the registered retirement income fund (RRIF) of Québec Savings Products.

INSTRUCTIONS

- Section 1:** Enter your identification information as a participant and sole owner of your Québec savings products.
- Section 2:** The cheque must be made payable to **the Minister of Finance of Québec**. Funds deposited in a registered retirement income fund must be drawn exclusively from one or more retirement plans authorized by applicable laws, as stipulated in the trust agreement enclosed with this form.
- Section 3:** To be completed only if the funds are taken from a registered retirement savings plan to which the spouse had previously contribute.
- Section 4:** The participant may decide to base the maturity of is registered retirement income fund on the age of his spouse. However this choice must be made before the first payment and cannot subsequently be changed.
- Section 5:** By participating in Québec Savings Products retirement income fund, the participant must receive a minimum annual payment as stipulated in the legislation in force. This section sets out the terms and conditions of the payments (payment method, frequency, amount and date of first payment).
- Section 6:** If the participant chooses to receive his payments by transfer into his bank account, he is telling Placements Québec that he wishes to receive his periodic payments directly in the indicated bank account. Placements Québec will accept this payment method only if a **specimen personal cheque** for the account indicated is enclosed. The cheque must be marked "**Cancelled**".
- Should the participant subsequently wish to open a regular account with Placements Québec, this banking information can be used to carry out the operations relating to this type of account.
- Section 7:** Québec Savings Products are the only financial products that can be deposited in the Québec Savings Products retirement income fund. To this end, the participant must inform Placements Québec of the type of savings products he wants, insofar as these products are eligible for the Québec Savings Products retirement income fund.
- Section 8:** The **participant/Annuitant** must sign the form.

**For information or to carry out a transaction,
call Placements Québec:
1 800 463-5229 or (418) 521-5229 (Québec City region)**

Version française disponible sur demande.

GENERAL INFORMATION

PLACEMENTS QUÉBEC* manages the operations relating to savings products issued by the Québec government. PLACEMENTS QUÉBEC allows the purchase and redemption of these savings products by telephone.

The book based system

Savings products are held for a participant in a book based system managed by PLACEMENTS QUÉBEC.

Registration in the system, in the register of participants, of the information concerning the participant, constitutes proof of the participant's ownership of the savings products booked in his securities portfolio. PLACEMENTS QUÉBEC sends the participant or the person authorized to act on his behalf a statement of his securities portfolio or confirming certain operations carried out in the book based system.

Participation in the system

Participation in the system is restricted to persons or groups of persons or of properties domiciled in Québec and is achieved by completing an application form upon the initial purchase of a savings product.

Payment by transfer of funds

Payment by transfer of funds requires that the participant or the person authorized to act on his behalf provide information concerning his operations account at a financial institution (banking information). A payment is deemed to be made on the date stipulated in the transfer of funds instructions given to the financial institution. Should payment by transfer of funds prove to be impossible, payment is made by cheque.

Operations

Operations in the book based system can be carried out in writing, by telephone or by fax, with the exception of a change in banking information and, if allowed, transfer of ownership of securities, which are carried out in writing on the appropriate forms supplied by PLACEMENTS QUÉBEC.

Correction of statements

PLACEMENTS QUÉBEC must be informed of any error or irregularity in a statement within 45 days of the statement date.

Security

A participant who wishes to carry out an operation by telephone must identify himself to PLACEMENTS QUÉBEC using the personal information recorded on his participant's data sheet.

Telephone conversations relating to operations requests are recorded and retained by PLACEMENTS QUÉBEC. The recording is proof of the operation.

* "PLACEMENTS QUÉBEC" is an official trademark held by the Québec government.



Application Form for a RETIREMENT INCOME FUND

Québec Savings Products

1. PARTICIPANT / ANNUITANT IDENTIFICATION (Block letters please)

Family name _____ First name _____ Mrs Mr.

Mother's maiden name _____ (w) French Correspondence

Address _____ Street _____ Apartment _____ Date of birth _____
yr MTH DAY

P.O. Box _____ City _____ Province _____ Social insurance number _____

Postal Code _____ Telephone office _____ Ext. _____ Telephone home _____

The social insurance number is required under the Income Tax Act.

2. SOURCE OF FUNDS TRANSFERRED TO THE QUÉBEC SAVINGS PRODUCTS RIF

A) Funds from another financial institution: _____ Name of financial institution

I wish to transfer: all the assets of an eligible plan
 OR a flat amount of \$ _____ from an eligible plan.

B) Funds from a RRSP account already administered by Placements Québec: Account number _____

I wish to transfer: all the eligible products of the RRSP account
 OR the following savings products (if space is insufficient, please attach a separate sheet):

Name of product	Value as at*	Maturity date	Type of Interest	Product number if interest
	YR MTH DAY	YR MTH DAY	Regular annual (RA) monthly (PM) Compound annual (CA)	
\$ _____				
\$ _____				
\$ _____				

*This value includes capital and accrued interest on the date of these presents. The latter may be higher on the date of transfer according to accrued interest at the effective date of the opening of the fund.

3. IDENTIFICATION OF THE SPOUSE (Complete only if the funds are taken from an RRSP to which the spouse has previously contributed)

Spouse's family name _____ Social insurance number _____

First name _____ Date of birth _____
yr MTH DAY

The social insurance number is required under the Income Tax Act.

4. FUND MATURITY

determined according to my age
 OR determined according to the age of my spouse _____
yr MTH DAY

Important: An annuitant can decide to base the maturity and the amount of his payments on the age of his spouse. However, this choice must be made before the first payment and cannot subsequently be changed.

5. PAYMENT DETAILS

A) Payment frequency: monthly (\$100 min.) half-yearly quarterly annual

B) Payment amount: minimum required by the tax laws
 OR maximum allowed by the tax laws
 OR specific — gross in the amount of: \$ _____
 OR net

C) Date of first payment: _____
yr MTH DAY

D) Payment method: by cheque to the above address
 OR by transfer to my bank account (for this method, section 6 must be completed)

Note: I understand that the payments are subject to the tax laws and that Placements Québec will deduct the tax withholdings at source stipulated in the tax laws and regulations.

6. PARTICIPANT / ANNUITANT'S BANKING INFORMATION

Any amount payable to the participant can be deposited into the account indicated below, and any amount payable by the participant for the purchase of a savings product can be drawn from this account, in the absence of instructions to the contrary. By signing below, I authorize Placements Québec to withdraw any overpayment made to me from this account.

Name of participant's / annuitant's _____ Branch no. _____ Inst. no. _____ Account no. _____

Attach a specimen personal cheque marked "Cancelled".

7. PURCHASE OF SAVINGS PRODUCTS (if space is insufficient, please attach a separate sheet)

Name of product	Face value	Term	Type of Interest	Product number (Reserved for Placements)
		years	Regular annual (RA) monthly (PM) Compound annual (CA)	
\$ _____				
\$ _____				
\$ _____				

8. DÉCLARATION

To: Trust Général du Canada — I, the undersigned, hereby request to participate in the book based system managed by Placements Québec. This application, once accepted by Placements Québec, constitutes a participation governed by the provisions of the Financial Administration Act and the Regulation respecting savings products enacted in accordance with such Act. I also request to participate in the Québec savings products retirement income fund (the "Fund") approved under the terms of the Income Tax Act (Canada) and the Taxation Act (Québec) and I ask Trust Général du Canada to register my participation and my deposit in this Fund in accordance with these statutes. I have read the trust declaration on the back of this form and agree to comply with it.

_____ Date _____
 Participant's/annuitant's signature

The personal information provided on this form is protected under the Act respecting Access to documents held by public bodies and the protection of personal information (R.S.Q. c. A-2.1).

FOR USE BY THE SALES AGENT

Transit _____ Institution _____ Authorized signatory (block letters) _____

Telephone _____ Ext. _____ X _____ Signature _____ Date _____

RESERVED TO PLACEMENTS QUÉBEC

Lot no. _____ Participant no. _____ X _____ Signature _____ Date _____

BROCHURE LE SYSTÈME DE CRÉDITS

TRUST AGREEMENT

TRUST GÉNÉRAL DU CANADA (the "Trustee"), a trust company legally constituted under the laws of Québec, agrees to act as trustee of the Québec savings products retirement income fund (the "Fund") on behalf of the participant named on the front of these presents (the "Annuitant"), in accordance with the following conditions and formalities.

The Fund meets the requirements of the *Income Tax Act* (Canada) and the *Taxation Act* (Québec) and their respective regulations (the "Tax Legislation") for a registered retirement income fund (a "RRIF").

For the purposes of these presents, the ministère des Finances du Québec, hereunder called "Placements Québec", acts as mandatary of the Trustee, and the expression "Savings Products" means any bond or other securities issued by the Québec government under a book based system managed by Placements Québec.

1. PURPOSE AND ELIGIBILITY

The purpose of the Fund is to receive amounts from one or more registered retirement savings plans of which the participant is the annuitant, or from any other sources stipulated in sub-section 146.3(2)(f) of the *Income Tax Act* to fund payment of a retirement income in accordance with the provisions of the Tax Legislation.

Any natural person can participate in the Fund by completing and signing the application form.

Entry of the Annuitant's date of birth on the front of these presents is deemed to be an attestation of such date and an undertaking to provide any other proof of age that may be required for the administration of the Fund.

2. REGISTRATION OF THE FUND

The Trustee shall register the Annuitant's Fund with the tax authorities concerned.

3. INVESTMENTS

Any amount received by the Trustee must be invested by the Trustee according to the Annuitant's instructions, but only in the form of Savings Products issued by the Québec government. In the absence of instructions from the Annuitant regarding the investment of assets or the re-investment of investments that have matured, the amounts, both capital and interest, will be converted into temporary investment units for which Placements Québec will credit each month interest calculated on the daily balance. The Annuitant agrees that he is solely responsible for the re-investment of investments that have matured.

The Annuitant must assure himself of the liquidity of the assets for the purposes of payment of a retirement income. In addition, if, at the time of conversion into a retirement income, of a transfer or death, the agreed term of the investments has not expired, Placements Québec shall liquidate the investments, applying any penalties stipulated for early redemption.

The value of the Fund or, as the case may be, the balance of the Fund (the "Fund Balance"), for the purposes of a transfer of assets or in the event of death, is determined according to the net asset value of all the investments.

Notwithstanding any provision of these presents, Placements Québec reserves the right to cease offering certain Savings Products.

4. RETIREMENT INCOME PAYMENTS

At the beginning of each calendar year following initial participation, the Trustee determines the minimum amount to be paid under the Fund during the year in accordance with sub-section 146.3(1) of the *Income Tax Act*. The first payment is payable before the end of the calendar year following the year of initial participation in the Plan. The Annuitant can request payment in periodic instalments. The total of such instalments must be greater than or equal to the minimum amount to be paid as established each year. The last payment to be made under the Fund shall be equal to the Fund Balance.

However, the Annuitant may request periodic retirement income payments greater than those stipulated in the preceding paragraph. In addition, the Annuitant can request the Trustee for any additional payments that will be paid according to the availability of investments in the account.

Payments made are taxable in the hands of the Annuitant. The Trustee deducts any tax withholdings stipulated by the Tax Legislation from the payments.

No payment under the Fund can be assigned, either in whole or in part. No benefit or loan subordinated to the existence of the Fund can be granted to the Annuitant or a person with whom he is not at arm's length, except as stipulated in sub-section 146.3(2)(g) of the *Income Tax Act*.

5. DEATH

In the event of the Annuitant's death, the retirement income payments will be made to his spouse, if he or she is the beneficiary or failing that, the value of the

assets at death will be remitted to the succession, after deducting any applicable taxes.

6. TRANSFER

Upon instructions from the Annuitant, the Fund shall be transferred in whole or in part to another issuer in the prescribed form and manner, with the information necessary to ensure the continuation of the Fund. The transfer is carried out by remittance of a cheque for an amount equal to the net asset value of the investments.

7. DOCUMENTS

Placements Québec provides the Annuitant with a copy of this agreement and on a regular basis and at least once a year, a statement indicating the investments held, the accumulated gains and payments made since the last statement and the Fund Balance.

Placements Québec also provides any information slips required under the Tax Legislation.

If the Annuitant dies before the entire Fund Balance has been paid as retirement income, Placements Québec provides his spouse or, if he has none, his heirs with a statement drawn up as at the date of death and containing the information stipulated in the first paragraph of this section established as at the date of the Annuitant's death.

8. MODIFICATION OF THE FUND

The Trustee can change this trust agreement only insofar as it continues to comply with the standard trust agreement modified and registered with the tax authorities; however, such change must not result in the Fund losing its status as a RRIF according to the Tax Legislation.

The Trustee may not, other than to satisfy the requirements of the Act, make any change other than the one stipulated in the first paragraph of this section without having first advised the Annuitant.

9. RESTRICTIONS

The Annuitant acknowledges that this agreement, as well as the rights and benefits resulting from it, cannot be assigned or otherwise alienated. The Annuitant further acknowledges that he cannot offer the Fund or the assets of the Fund as security, by means of a hypothec or otherwise.

10. LIABILITY OF THE TRUSTEE

The Annuitant and his spouse or heirs agree to compensate and release the Trustee and its representatives, mandataries and correspondents from any liability for any tax, assessment, expense, debt, demand or claim resulting from the investment of assets in the Annuitant's Fund and from any other action taken in accordance with these presents, unless it results from gross negligence on their part or deliberate misconduct.

Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be liable for any loss suffered by the Fund or by the Annuitant or any beneficiary under the Fund as a result of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Annuitant. Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be held personally liable for any tax or penalty that may be deducted under the provisions of the applicable legislation, because of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Annuitant.

The Trustee shall be discharged of any liability after having paid the entire Fund Balance in accordance with these presents. The Trustee shall be ultimately responsible for administering the Fund in accordance with the terms of this contract and the *Income Tax Act*.

11. NOTICE

Notice given to the Trustee is considered sufficient if it is handed or mailed to Placements Québec at the address indicated on the front of these presents or such other address notified by mail. Notice is deemed to have been given to the Trustee on the actual date of reception of the notice by Placements Québec. Any notice, statement or receipt addressed to the Annuitant is considered to have been validly given if it is handed to him in person or sent by mail to the last address indicated in the register kept by Placements Québec. Such notice, statement or receipt is deemed to have been given at the time of its delivery to the Annuitant if delivered in person or, if mailed, the date it is mailed.

12. LEGAL REGIME

The agreement, its interpretation, its application and its effects are subject to the applicable laws in effect in Canada and in the province of Québec, which govern in whole or in part all the provisions it contains.



Québec Savings Products

APPLICATION FORM
FOR A
**LIFE INCOME
FUND**

Who should use this form?

Any individual who, **on his own behalf**, wants to apply for participation in Placements Québec and acquire or transfer Québec savings products under the life income fund (LIF) of Québec Savings Products.

INSTRUCTIONS

Section 1: Enter your identification information as a participant and sole owner of your Québec savings products.

Section 2: The cheque must be made payable to **the Minister of Finance of Québec**. Funds deposited in a life income fund must be drawn exclusively from one or more retirement plans authorized by applicable laws, as stipulated in the trust agreement enclosed with this form.

Section 3: By participating in Québec Savings Products life income fund, the participant must receive a minimum annual payment as stipulated in the legislation in force. This section sets out the terms and conditions of the payments (payment method, frequency, amount and date of first payment).

Section 4: If the participant chooses to receive his payments by transfer into his bank account, he is telling Placements Québec that he wishes to receive his periodic payments directly in the indicated bank account. Placements Québec will accept this payment method only if a **specimen personal cheque** for the account indicated is enclosed. The cheque must be marked "**Cancelled**".

Should the participant subsequently wish to open a regular account with Placements Québec, this banking information can be used to carry out the operations relating to this type of account.

Section 5: Québec Savings Products are the only financial products that can be deposited in the Québec Savings Products life income fund. To this end, the participant must inform Placements Québec of the type of savings products he wants, insofar as these products are eligible for Québec Savings Products life income fund.

Section 6: The **participant/constituent** must sign the form.

**For information or to carry out a transaction,
call Placements Québec:
1 800 463-5229 or (418) 521-5229 (Québec City region)**

Version française disponible sur demande.

GENERAL INFORMATION

PLACEMENTS QUÉBEC* manages the operations relating to savings products issued by the Québec government. PLACEMENTS QUÉBEC allows the purchase and redemption of these savings products by telephone.

The book based system

Savings products are held for a participant in a book based system managed by PLACEMENTS QUÉBEC.

Registration in the system, in the register of participants, of the information concerning the participant, constitutes proof of the participant's ownership of the savings products booked in his securities portfolio. PLACEMENTS QUÉBEC sends the participant or the person authorized to act on his behalf a statement of his securities portfolio or confirming certain operations carried out in the book based system.

Participation in the system

Participation in the system is restricted to persons or groups of persons or of properties domiciled in Québec and is achieved by completing an application form upon the initial purchase of a savings product.

Payment by transfer of funds

Payment by transfer of funds requires that the participant or the person authorized to act on his behalf provide information concerning his operations account at a financial institution (banking information). A payment is deemed to be made on the date stipulated in the transfer of funds instructions given to the financial institution. Should payment by transfer of funds prove to be impossible, payment is made by cheque.

Operations

Operations in the book based system can be carried out in writing, by telephone or by fax, with the exception of a change in banking information and, if allowed, transfer of ownership of securities, which are carried out in writing on the appropriate forms supplied by PLACEMENTS QUÉBEC.

Correction of statements

PLACEMENTS QUÉBEC must be informed of any error or irregularity in a statement within 45 days of the statement date.

Security

A participant who wishes to carry out an operation by telephone must identify himself to PLACEMENTS QUÉBEC using the personal information recorded on his participant's data sheet.

Telephone conversations relating to operations requests are recorded and retained by PLACEMENTS QUÉBEC. The recording is proof of the operation.

* "PLACEMENTS QUÉBEC" is an official trademark held by the Québec government.



Québec Savings Products

Application Form for a LIFE INCOME FUND

1. PARTICIPANT / CONSTITUENT IDENTIFICATION (Block letters please)

Family name _____ First name _____ Mrs Mr.

Maiden name and first name of participant's mother _____ (X) French Correspondence

Civic no. _____ Street _____ Apartment _____ Date of birth _____
YR MTH DAY

P.O. Box _____ City _____ Province _____ Social insurance number _____
YR MTH DAY

Postal Code _____ Telephone office _____ Ext. _____ Telephone home _____
YR MTH DAY

The social insurance number is required under the Income Tax Act.

2. SOURCE OF FUNDS TRANSFERRED TO THE QUÉBEC SAVINGS PRODUCT LIFE

A) Institution from which the funds are drawn:

All assets Source of funds: Locked-in retirement account (LIRA) Life Income fund (LIF)
 OR The sum of: \$ _____ Annuity contract for which the capital is drawn from a registered pension plan (RPP) Registered retirement savings plan Registered pension plan (RPP)

B) Funds are transferred from a locked-in retirement account (LIRA) already administered by Placements Québec: Account number _____

I want to transfer: All eligible savings products
 OR The following savings products (If space is insufficient, please attach a separate sheet):

Name of product	Value as at*	Maturity date			Type of interest Regular annual (RA) Monthly PRR Compound annual (CA)	Product number if known
		YR	MTH	DAY		
\$ _____	\$ _____	YR	MTH	DAY		
\$ _____	\$ _____	YR	MTH	DAY		
\$ _____	\$ _____	YR	MTH	DAY		

* This value includes capital and accrued interest on the date of these presents. The latter may be higher on the date of transfer according to accrued interest at the effective date of the opening of the fund.

3. PAYMENT DETAILS

A) Payment frequency: monthly (\$100 min.) quarterly
 half-yearly annual

B) Payment amount: minimum required by the tax laws
 OR maximum allowed by the tax laws
 OR specific: gross net in the amount of: \$ _____

C) Date of first payment: _____
YR MTH DAY

D) Payment method: by cheque to the above address
 OR by transfer to my bank account (for this method, section 4 must be completed)

Note: I understand that the payments are subject to the tax laws and that Placements Québec will deduct the tax withholdings as source stipulated in the tax laws and regulations.

4. PARTICIPANT / CONSTITUENT'S BANKING INFORMATION

Any amount payable to the participant can be deposited into the account indicated below, and any amount payable by the participant for the purchase of a savings product can be drawn from this account, in the absence of instructions to the contrary. By signing below, I authorize Placements Québec to withdraw any overpayment made to me from this account.

_____ Branch no. _____ Inst. no. _____ Account no. _____
 Name of participant's financial institution

Attach a specimen personal cheque marked "Cancelled".

5. PURCHASE OF SAVINGS PRODUCTS (If space is insufficient, please attach a separate sheet)

Name of product	Face value	Term	Type of interest Regular annual (RA) Monthly PRR Compound annual (CA)	Product number Reserved to Placements Québec
_____	\$ _____	_____ years		
_____	\$ _____	_____ years		
_____	\$ _____	_____ years		

6. DECLARATION AND SIGNATURE

To: Trust Général du Canada — I, the undersigned, hereby request to participate in the book based system managed by Placements Québec. This application, once accepted by Placements Québec, constitutes a participation governed by the provisions of the Financial Administration Act and the Regulation respecting savings products enacted in accordance with such Act. I also request to participate in a Québec savings products life income fund (the "Fund") approved under the term of the Income Tax Act (Canada), the Taxation Act (Québec) and the Supplemental Pension Plans Act, and I ask Trust Général du Canada to register my participation and my deposit in this Fund in accordance with these statutes. I have read the trust declaration on the back of this form and agree to comply with it.

X _____
 Participant's/constituent's signature Date _____

The personal information provided on this form is protected under the Act respecting Access to documents held by public bodies and the protection of personal information (R.S.Q., c. A-2.1).

FOR USE BY THE SALES AGENT

_____ Authorized signatory (block letters)
Transit Institution

_____ X _____
Telephone Ext. Signature Date

FOR USE BY PLACEMENTS QUÉBEC

Lot no. _____ Participant no. _____ X _____
 Signature Date

STATE SPECIMEN CHECKS HERE

TRUST AGREEMENT

TRUST GÉNÉRAL DU CANADA (the "Trustee"), a trust company legally constituted under the laws of Québec, agrees to act as trustee of the Québec savings products life income fund (the "Fund") on behalf of the constituent named on the front of these presents (the "Constituent"), in accordance with the following conditions and formalities.

The Fund meets the requirements of the *Income Tax Act* (Canada) and the *Taxation Act* (Québec) and their respective regulations (the "Tax Legislation") for a registered retirement income fund (a "RRIF") and of the *Supplemental Pension Plans Act* (Québec) (the "Act") and its regulations (the "Regulations") concerning life income funds.

For the purposes of these presents, the *ministère des Finances du Québec*, hereunder called "Placements Québec", acts as mandatary of the Trustee, and the expression "Savings Products" means any bond or other securities issued by the Québec government under a book based system managed by Placements Québec.

1. PURPOSE

The purpose of the Fund is to constitute a replacement annuity in accordance with section 92 of the Act and the Regulations and, in consideration of the capital it receives, the Trustee must pay the Constituent an income whose amount can vary each year until the date when the entire balance of the Fund is converted into a life annuity under which periodic amounts shall be paid by an insurer.

2. ELIGIBILITY OF THE CONSTITUENT

Any natural person who is a former participant, a participant or his spouse within the meaning of the Act and the Regulations and who is entitled to an annuity under a retirement plan is eligible and can participate in the Fund by completing and signing the application form.

Entry of the Constituent's date of birth on the front of these presents is deemed to be an attestation of such date and an undertaking to provide any other proof of age that may be required for the administration of the Fund.

3. REGISTRATION OF THE FUND

The Trustee shall register the Constituent's Fund with the tax authorities concerned and the Régie des rentes du Québec.

4. SOURCE OF FUNDS

The Trustee can receive capital from any of the following annuities:

- an annuity which, under the terms of the Act or of the retirement plan, can be transferred in whole or in part into another plan;
- an annuity constituted of amounts accumulated in a locked-in retirement account covered by section 29 of the Regulations (LIRA), an annuity contract covered by section 30 of the Regulations, a registered retirement savings plan or an annuity contract granting the rights stipulated in paragraphs 1 to 4 of the second sub-section of section 61 of the Act;
- another life income fund (LIF).

5. INVESTMENTS

Any amount received by the Trustee must be invested by the him according to the Constituent's instructions, but only in the form of Savings Products issued by the Québec government. In the absence of instructions from the Constituent regarding the investment of assets or the re-investment of investments that have matured, the amounts, both capital and interest, will be converted into temporary investment units for which Placements Québec will credit each month interest calculated on the daily balance. The Constituent agrees that he is solely responsible for the re-investment of investments that have matured. The Constituent must assure himself of the liquidity of the assets for purposes of conversion into a life annuity or of a transfer. In addition, if, at the time of conversion into a life annuity, of a transfer or death, the agreed term of the investments has not expired, Placements Québec shall liquidate the investments, applying any penalties stipulated for early redemption.

The value of the Fund or, as the case may be, the balance of the Fund (the "Fund Balance"), for the purposes of a transfer of assets or of a conversion into an annuity, or in the event of death, is determined according to the net asset value of all the investments.

Notwithstanding any provision of these presents, Placements Québec reserves the right to cease offering certain Savings Products.

6. RETIREMENT INCOME PAYMENTS

Payment of the Constituent's retirement income must begin no later than during the second fiscal year of the Fund. The Fund's fiscal year ends on December 31 of each year and cannot exceed twelve (12) months.

At the beginning of each calendar year, the Trustee determines the minimum and maximum amounts to pay under the Fund during the year in accordance with section 20 of the Regulations and sub-section 146.3(1) of the *Income Tax Act*. The amount of income paid during a year is, subject to the above minimum and maximum amounts, set by the Constituent each year. The Constituent can request payment in periodic instalments. The total of such instalments must be neither less than the minimum amount nor greater than the maximum amount, as established each year. The last payment to be made under the Fund shall be equal to the Fund Balance.

If the Constituent does not specify the payment or payments to be made during a year of if the payments specified by the Constituent are less than the minimum amount for a year, the Trustee can make the payment or payments according to what he considers necessary for the minimum amount for such year to be paid to the Constituent. The Trustee can liquidate investments according to what he considers, at his entire discretion, appropriate to make such payment or payments.

Payments made are taxable in the hands of the Constituent. The Trustee deducts any tax withholdings stipulated by the Tax Legislation from the payments.

No payment under the Fund can be assigned, either in whole or in part. No benefit or loan subordinated to the existence of the Fund can be granted to the Constituent or a person with whom he is not at arm's length, except as stipulated in sub-section 146.3(2)(g) of the *Income Tax Act*.

7. CONVERSION INTO A LIFE ANNUITY

The entire Fund Balance must be converted into a life annuity no later than December 31 of the year in which the Constituent reaches 80 years of age.

The conversion of all or part of the Fund Balance into a life annuity can only be made under the following conditions:

- the insurer guarantees payment of such annuity in equal periodic amounts which cannot be changed unless each amount is changed uniformly according to an index or rate stipulated in the annuity contract and allowed under sub-section 146(3)(b)(iii) to (v) of the *Income Tax Act*, because of the division of the rights of the Constituent with his spouse or because of the option stipulated in paragraph 3 of the first sub-section of section 93 of the Act,

- in the event of the death of the Constituent, the insurer guarantees to his spouse, who has not waived it, a life annuity equal to at least 60% of the amount of the annuity the Constituent received;

- in the case of a waiver covered in section 8, the contract with the insurer can guarantee payment of the annuity for a given period extending from the death of the Constituent but ending no later than the day preceding his 90th birthday.

8. WAIVER OF THE SPOUSE'S RIGHTS

The spouse of the Constituent who is a former participant or a participant within the meaning of the Act and the Regulations can, at any time before the conversion of the entire Fund Balance into a life annuity, waive his or her right to receive, in accordance with section 7b), a surviving spouse's annuity or revoke such waiver upon notice given to the Trustee.

9. TRANSFER

At any time before the conversion stipulated in the first paragraph of section 7, the Constituent can transfer all or part of the Fund Balance into another LIF in the form and the manner prescribed, to an insurer guaranteeing payment of an annuity with the features specified in section 7b) or, before December 31 of the year during which he reaches age 59 into a LIRA; the date of such transfer cannot be later than the thirtieth (30th) day following the day of the Constituent's request unless the agreed term of the investments has not expired.

The transfer is carried out by remittance of a cheque for an amount equal to the net asset value of the investments.

10. DEATH OF THE CONSTITUENT

In the event of the death of the Constituent before the conversion of the entire Fund Balance into a life annuity, his spouse or, if he has none, his heirs are entitled to a benefit whose amount is equal to such balance, after deducting any applicable taxes.

11. TERMINATION OF THE RIGHTS OF THE SPOUSE

The spouse of the Constituent ceases to be entitled to the benefit specified in section 10 or, as the case may be, in section 7b) in the event of separation, divorce, marriage annulment or, if an unmarried spouse, upon the termination of cohabitation except in the cases and conditions stipulated in paragraphs 1^o and 2^o of section 89 of the Act.

12. MODIFICATION OF THE FUND

The Trustee may not make any change whose effect would be to reduce the rights resulting from the trust agreement, unless the Constituent is entitled, before the date of the change, to transfer the Fund Balance and has received, at least 90 days before the date on which he can exercise such right, a notice indicating the purpose of the change and the date as of which he may exercise such right.

The Trustee can change this trust agreement only insofar as it continues to comply with the standard trust agreement modified and registered with the tax authorities and the Régie des rentes du Québec; however, such change must not result in the Fund losing its status as a RRIF according to the Tax Legislation.

The Trustee may not, other than to satisfy the requirements of the Act, make any change other than the one stipulated in the first paragraph without having first advised the Constituent.

13. REPORTS AND DOCUMENTS

The Constituent receives from Placements Québec:

- a copy of this agreement;
- at the beginning of each fiscal year, a statement indicating the amounts deposited, their source, the accumulated gains and withdrawals made during the fiscal year, the expenses charged since the last statement and the Fund Balance;
- the maximum amount that can and the minimum amount that must be paid to the Constituent as income for the next fiscal year.

Placements Québec sends all the information slips required under the Tax Legislation when required.

If the Constituent dies before the entire Fund Balance has been converted into a life annuity, Placements Québec provides his spouse or, if he has none, his heirs with a statement drawn up as at the date of death and containing the information stipulated in sub-paragraph b) of the first paragraph established as at the date of the Constituent's death.

If the entire Fund Balance has been transferred to another financial institution or converted into a life annuity with an insurer, Placements Québec must provide the Constituent with a statement containing the information stipulated in sub-paragraph b) of the first paragraph established as at the date of the transfer or annuity contract.

14. RESTRICTIONS

The Constituent acknowledges that this agreement, as well as the rights and benefits resulting from it, cannot be assigned or otherwise alienated. The Constituent further acknowledges that he cannot offer the Fund or the assets of the Fund as security, by means of a hypothec or otherwise.

15. LIABILITY OF THE TRUSTEE

The Constituent and his spouse or heirs agree to compensate and release the Trustee and its representatives, mandataries and correspondents from any liability for any tax, assessment, expense, debt, demand or claim resulting from the investment of assets in the Constituent's Fund and from any other action taken in accordance with these presents, unless it results from gross negligence on their part or deliberate misconduct.

Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be liable for any loss suffered by the Fund or by the Constituent or any beneficiary under the Fund as a result of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Constituent. Neither the Trustee, nor any of its representatives, mandataries or correspondents shall be held personally liable for any tax or penalty that may be deducted under the provisions of the applicable legislation, because of the acquisition, disposition or holding of any investment acquired in accordance with the instructions of the Constituent. The Trustee shall be discharged of any liability after having paid the entire Fund Balance in accordance with these presents. The Trustee shall be ultimately responsible for administering the Fund in accordance with the terms of this contract and the *Income Tax Act*.

16. NOTICE

Notice given to the Trustee is considered sufficient if it is handed or mailed to Placements Québec at the address indicated on the front of these presents or such other address notified by mail. Notice is deemed to have been given to the Trustee on the actual date of reception of the notice by Placements Québec. Any notice, statement or receipt addressed to the Constituent is considered to have been validly given if it is handed to him in person or sent by mail to the last address indicated in the register kept by Placements Québec. Such notice, statement or receipt is deemed to have been given at the time of its delivery to the Constituent if delivered in person or, if mailed, the date it is mailed.

17. LEGAL REGIME

The agreement, its interpretation, its application and its effects are subject to the applicable laws in effect in Canada and in the province of Québec, which govern in whole or in part all the provisions it contains.