

**AMENDMENT NO. 1 DATED MARCH 11, 2024
TO THE SHORT FORM PROSPECTUS DATED JUNE 23, 2023, 40th Edition**

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

Continuous Distribution

March 11, 2024

FONDS DE SOLIDARITÉ FTQ



**CLASS "A" SHARES
SERIES 1 FOR TRANSFER TO AN RRSP OR A RRIF
SERIES 2 FOR HOLDING OUTSIDE AN RRSP**

The prospectus dated June 23, 2023, is amended as follows to reflect, further to a decision of the Québec government to postpone by three years the application of the rule limiting eligibility for the labour fund tax credit. The proposed limit will therefore not take effect until the 2027 tax year.

1. Footnote no⁰18 of the prospectus is amended to read as follows:

"The acquisition of shares of the Fonds de solidarité FTQ may give rise to labour-sponsored fund tax credits. The tax credits amount to 30%, namely 15% at the Québec level and 15% at the federal level, and are limited to \$1,500 per fiscal year, which represents a \$5,000 purchase of shares of the Fonds de solidarité FTQ. On March 1, 2024, The Government of Québec announced in Information Bulletin 2024-3 that tax legislation would be amended to postpone by three years the rule providing that the tax credit would be available only to individuals whose taxable income for a given taxation year was below the highest tax rate."

RIGHT OF RESCISSION AND CIVIL SANCTIONS

The Québec *Securities Act* provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt of a prospectus and any amendment. This Act further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal adviser.

Lastly, the Fonds de solidarité FTQ has a complaint procedure which allows you to submit your concerns. Please contact the Fonds de solidarité FTQ's Saving Services where applicable.

FONDS DE SOLIDARITÉ FTQ

CERTIFICATE OF ISSUER AND INVESTMENT FUND MANAGER

Dated: March 11, 2024

The short form prospectus dated June 23, 2023, as amended by this amendment, together with the documents incorporated in this prospectus by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of the Province of Québec.

President and Chief Executive Officer,

Executive Vice-President, Finance,

(signed) Janie C. Béïque
Janie Béïque

(signed) Dino Rambidis
Dino Rambidis

On behalf of the Board of Directors of the Fonds de solidarité FTQ, in its capacity as issuer and investment fund manager,

Chair,

First Vice-Chair,

(signed) Claude Séguin
Claude Séguin
Director

(signed) Magali Picard
Magali Picard Director

Short Form Prospectus

Continuous Distribution
40th Edition

Class "A" Shares

Series 1 for transfer to an RRSP or a RRIF

Series 2 for holding outside an RRSP

Only those persons who may keep their shares until retirement and who have a certain tolerance for risk should invest in the Fonds de solidarité FTQ.

June 23, 2023

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. Any representation to the contrary is an offence.

Information has been incorporated by reference in this prospectus from documents filed with securities commissions or similar authorities in Canada.

Copies of the documents incorporated herein by reference may be obtained on request without charge by contacting the Saving Services of the Fonds de solidarité des travailleurs du Québec (F.T.Q.) (the "Fonds de solidarité FTQ") P.O. Box 1000, Chabanel Station, Montréal, Québec H2N 0B5, or by calling 514 383-3663 or 1 800 567-3663. These documents are also available electronically on the Fonds de solidarité FTQ website at fondstfq.com or the SEDAR website at sedar.com.

Continuous distribution – June 23, 2023

Short Form Prospectus



CLASS "A" SHARES, SERIES 1 AND SERIES 2

The Class "A" Shares, Series 1 and Series 2 of the Fonds de solidarité FTQ (hereinafter collectively referred to as the "Shares" or the "Share"), described in this short form prospectus, are offered to individuals residing in Québec only. For the purposes of this prospectus, the notion of residence has the meaning given to it under Québec's *Taxation Act*. See Subsection 4.1 "Who should invest in the Fonds de solidarité FTQ?".

Share value as at June 23, 2023	Investment commission ¹	Proceeds received by the Fonds de solidarité FTQ
\$54.73	None	\$54.73

The Share value, which is the same for issuances, redemptions and purchases-by-agreement, is generally determined twice a year, on the basis of the net assets of the Fonds de solidarité FTQ as at November 30 and May 31. This value is published on or about December 23 and June 23 each year by press release (see Subsection 8.3 "What is the issuing, purchase or redemption price of the Shares?"). The Share value may therefore vary depending on the subscription date.

Generally, an investment in the Fonds de solidarité FTQ should be considered an investment for your retirement.

No broker has participated in the preparation or examined the content of the short form prospectus.

There is no market for trading the Shares. Shares may only be redeemed or purchased-by-agreement by the Fonds de solidarité FTQ as decided by its Board of Directors, and only in certain circumstances. This affects the Share's liquidity. See Subsection 1.4 "What are the risks of investing in the Fonds de solidarité FTQ?".

For the purpose of maintaining the balance of its business model, among other objectives, the Fonds de solidarité FTQ has extended the suspension of subscriptions for its Shares by lump sum payment and has limited the issuance of Shares by pre-authorized withdrawals. The Fonds de solidarité FTQ will announce any changes made to the subscription options offered and the applicable conditions in a press release. See Section 6 "How can I subscribe for shares offered by the Fonds de solidarité FTQ?" for details on the terms that apply to the suspension of subscriptions by lump sum payments and to the limitation on Share issuances, as well as the applicable exceptions.

Net proceeds from issuance and their use

The Fonds de solidarité FTQ expects to pay the costs relating to the current issuance from its working capital as operating expenses.

The Fonds de solidarité FTQ will use the proceeds of this issuance to invest in businesses with an impact on Québec's economy in accordance with its mission, to make other investments on the market, as provided for in its Integrated Financial Asset Management Policy, to redeem the Shares of shareholders who qualify for one of the redemption or purchase-by-agreement criteria as well as to cover operating expenses relating to all its activities. The allocation of funds between the development capital investment portfolio and the portfolio of other investments is based on asset management strategies in compliance with the investing rules set out in the *Act to establish the Fonds de solidarité des travailleurs du Québec (F.T.Q.)* (the "Act") (see Section 3 «What types of investments does the Fonds de solidarité FTQ make?»).

The Fonds de solidarité FTQ must redeem your Shares, at your request, at the price at which you acquired them, provided that you make a written request within 60 days of the date of your subscription or of your first payroll deduction, as the case may be, by completing the Fonds de solidarité FTQ's form entitled "Redemption Request– 60-day Redemption". At your request, the Fonds de solidarité FTQ must also redeem the Shares that you have held, at their value on the redemption date, in certain cases prescribed by the Act, and it may also purchase your Shares by agreement in certain exceptional circumstances. For more information, see Section 8 "When are the Fonds de

¹ The Fonds de solidarité FTQ offers its Shares directly to the public, relying primarily on the union structures (see Subsection 4.2 Who can I contact for more information on the Fonds de solidarité FTQ and its Shares?).

solidarité FTQ's Shares redeemable?". Furthermore, the Act also provides that the holder² of a Share may not transfer it, except in certain exceptional circumstances, or offer it in warranty. For more information, see Section 9 "Are the Fonds de solidarité FTQ's Shares transferable?".

An investment in the Fonds de solidarité FTQ should provide you with certain tax benefits. For more information, see Section 10 "What are the tax consequences for Shareholders?".

Summary of fees payable by investors as at May 31, 2023

Enrolment fee for new shareholders	None
Annual fee	None
Redemption or transfer fee	None
Fee for transferring to an RRSP or a RRIF	None
Fee to open an RRSP or a RRIF	None
Total operating expense ratio	1.51%
Trading expense ratio	0.01%

In order to make the Fonds de solidarité FTQ eligible for the short form prospectus regime, on February 24, 2006, the Autorité des marchés financiers exempted it from the requirement of listing its Shares on an eligible stock exchange, as prescribed by paragraph e) of Section 2.2 of *Regulation 44-101 respecting Short Form Prospectus Distributions*.

This short form prospectus contains important information to help you to make an informed investment decision and understand your rights and obligations. **Due to the particular characteristics of this investment and the risks inherent therein, please read this document and the documents incorporated by reference carefully before deciding to invest. The Shares offered under this short form prospectus involve some risks** (see Subsection 1.4 "What are the risks of investing in the Fonds de solidarité FTQ?").

This short form prospectus contains information that should be completed by examining the Fonds de solidarité FTQ's continuous disclosure file, composed of the following documents: the annual audited consolidated financial statements (the "Financial Statements");³ the annual audited statement of development capital investments, at cost; the annual unaudited statement of other investments; the annual unaudited index of the share of the Fonds de solidarité FTQ in investments made by specialized funds, at cost; the annual Management's Discussion and Analysis (the "MD&A"); the Annual Information Form; any material change report; the Management Proxy Circular and the notice⁴ of the annual shareholders' meeting.

These documents and their updates, including those which will be filed by the Fonds de solidarité FTQ as of and after the date of the short form prospectus but before the end of the current issuance, are incorporated herein by reference and legally form an integral part hereof, as if they were a printed part of this short form prospectus, provided that they are not amended or replaced by a declaration in this short form prospectus or in any other document filed subsequently and incorporated or deemed to be incorporated by reference herein. A copy of these documents may be obtained from the Fonds de solidarité FTQ at no charge:



by telephone:

in Montréal, at 514 383-FONDS (3663)
in Québec City, at 418 628-FONDS (3663)
toll free, at 1 800 567-FONDS (3663)



in person:

8717 Berri Street
Montréal, Québec H2M 2T9

755 Saint-Jean Blvd.
Pointe-Claire, Québec H9R 5M9

5000 des Gradins Blvd., Suite 320
Québec City, Québec G2J 1N3



in writing:

Fonds de solidarité FTQ
P. O. Box 1000, Chabanel Station
Montréal, Québec H2N 0B5



by Internet:

fondsftq.com
sedar.com

Short form prospectus dated June 23, 2023.

2 Where the text so requires, words importing use of the masculine gender include all genders, and vice versa and words importing use of the singular include the plural and vice versa.

3 The financial statements and other documents listed, relative to the fiscal year ending on May 31, 2023, will be available on SEDAR and on the website of the Fonds de solidarité FTQ no later than on August 29, 2023.

4 The notice of the annual meeting of shareholders must be sent not less than 21 days and not more than 50 days before the date of the meeting, that is, after July 28, 2023.

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01 What does the Fonds de solidarité FTQ consist of and what are the risks of investing in it?

1.1 What does the Fonds de solidarité FTQ consist of?

The Fonds de solidarité FTQ is a development capital investment fund with union roots created on the initiative of the Fédération des travailleurs et travailleuses du Québec (FTQ) (the “FTQ”) (known in English as the Québec Federation of Labour). The Fonds de solidarité FTQ was established under the *Act to establish the Fonds de solidarité des travailleurs du Québec (F.T.Q.)*, which was enacted by the Québec National Assembly on June 23, 1983, and amended by other laws that were subsequently adopted.

It is a “solidarity fund” aimed at collecting the savings from the members of the FTQ and residents of Québec who wish to participate in this way in creating and maintaining jobs in order to improve workers’ conditions and stimulate the Québec economy. In pursuing its objectives, the Fonds de solidarité FTQ, which is an investment fund, also seeks to provide its shareholders with a reasonable rate of return.

1.2 What are the Fonds de solidarité FTQ's main objectives?

- a) To invest in businesses yielding an economic impact in Québec and provide them with services in order to contribute to their development and to create, maintain or protect jobs;
- b) To promote economic training for workers and to allow them to increase their influence on the economic development of Québec;
- c) To stimulate the Québec economy by making strategic investments that will be of benefit to Québec businesses;
- d) To make workers aware of the need to save for retirement and encourage them to do so, and to participate in the development of the economy by subscribing for Shares.

1.3 What are the Fonds de solidarité FTQ's main activities?

The Fonds de solidarité FTQ acts as investment fund manager and, in accordance with its mission, makes investments, both directly, by investing in enterprises (hereinafter, the “Partner Companies”), and indirectly, by investing in specialized funds, among other things. These development capital investments, as stipulated in the *Regulation respecting Development Capital Investment Fund Continuous Disclosure*, in the form of unsecured risk capital, are classified internally by the Fonds de solidarité FTQ in three categories: development capital, venture capital and structured capital. These investments may be in the form of shares, loans to private and public companies as well as units of specialized funds, among others.

In addition, the Fonds de solidarité FTQ manages the balance of assets not invested in its Partner Companies. These other investments are composed of share and fixed income securities portfolios.

The Fonds de solidarité FTQ coordinates all activities related to the subscription of Shares, which forms part of its investor services. These services include, among other things, training and information activities intended for the local representatives (“LR”) network and Partner Companies as well as tasks related to bookkeeping and the management of redemptions and the purchase-by-agreement of the Shares. The Fonds de solidarité FTQ mainly relies on the FTQ’s permanent union structure and on the solidarity and availability of its members to carry out its subscription activities.

Moreover, in order to contribute to the growth of its companies, the Fonds de solidarité FTQ offers training in economic matters for the workers of these businesses in order to promote understanding of the challenges they face.

Lastly, in order to, among other things, diversify its savings product offering and better assist its investors, the Fonds de solidarité FTQ markets mutual funds units that are exclusively distributed by FlexiFonds de solidarité FTQ inc., a wholly owned subsidiary of the Fonds de solidarité FTQ (the “FlexiFonds Funds”). Keeping in line with the Fonds de solidarité FTQ’s mission of supporting Québec’s businesses and economy, 70% of each FlexiFonds Fund is composed of assets related to Québec’s economy, of which 30% consists of Class “C” Shares of the Fonds de solidarité FTQ, such shares being more fully described in Section 7 “What are the characteristics of the Shares?”. The Fonds de solidarité FTQ is the investment fund manager of the FlexiFonds Funds and, in that capacity, it directs the business, activities and affairs of the FlexiFonds Funds and is responsible for their administration.

1.4 What are the risks of investing in the Fonds de solidarité FTQ?

1.4.1 Risks of the Fonds de solidarité FTQ

An investment in the Fonds de solidarité FTQ involves certain risks that are described below. These risks have not been classified in any particular order and are briefly described in this subsection. For further information, see the management report. The latter details the types of risk the Fonds de solidarité FTQ is exposed to in pursuing its activities, namely: a) market risk; b) credit and counterparty risk; c) liquidity risk; d) operational risk; e) strategic risk; and f) reputation risk.

Public health crises, acts or threats of terrorism, military operations or any other similar events may have an unforeseen impact on domestic and global economies and stock markets. These events may result in greater volatility in the fair value of bonds and shares traded and may adversely affect the performance of the Shares of the Fonds de

solidarité FTQ and may possibly affect, to a varying degree, certain risks related to an investment in the Fonds de solidarité FTQ.

a) Market risk

Market risk is the risk of a financial loss arising from a change in the fair value of financial instruments as a result of their exposure to financial markets. More specifically, this risk varies with the financial markets' conditions and certain parameters of these markets, such as volatility, which may lower the value of the Fonds de solidarité FTQ's financial assets and thus have a negative impact on its financial position and results. Difficult economic or financial conditions may thus have a negative impact on the value of the Fonds de solidarité FTQ's shares.

The Fonds de solidarité FTQ takes into account three kinds of market risk, namely interest rate risk, stock market risk and foreign exchange risk in making decisions regarding its global and integrated allocation of financial assets.

b) Credit and counterparty risk

Credit risk is the potential for loss due to the failure of a partner company (financial instruments presented under Development capital investments, see Subsection 3.3 – "Investments impacting the Québec economy"), issuer or counterparty in a transaction (financial instruments presented under Other Investments, see Subsection 3.4 – "Other Investments") to honour its contractual obligations or due to a degradation of its financial position. The Fonds de solidarité FTQ also includes in this type of risk the concentration risk.

The Fonds de solidarité FTQ's exposure to credit risk results mainly from its mission-driven development capital investments, which are generally unsecured. Other investment activities generally entail less of this risk since the counterparties concerned (governments, banks, etc.) typically have greater financial strength. Furthermore, the Fonds de solidarité FTQ is also exposed to credit risk as a result of its accounts receivable. However, the potential impact of the exposure to this risk is low given the amounts involved. The maximum exposure to credit risk related to the financial instruments described above corresponds to their fair value in the statement of financial position, plus funds committed but not disbursed as well as guarantees and suretyships.

Furthermore, over-the-counter derivative financial instruments that are held in the Fonds de solidarité FTQ portfolios expose it to counterparty risk.

Concentration risk is the risk that a significant portion of the Fonds de solidarité FTQ's financial commitments is attributable to a specific issuer, financial product, industry or geographic area, which could put the Fonds de solidarité FTQ in a vulnerable position in the event that such issuer, product, industry or area experiences difficulties.

c) Liquidity risk

The Fonds de solidarité FTQ must make disbursements on a daily basis—in particular when it redeems shares held by its shareholders (Class "A" Shares) and by FlexiFonds Funds (Class "C" Shares), when it disburses amounts it committed to invest in Partner Companies, when it reimburses notes payable and pays expenses.

It is worth noting that the Fonds de solidarité FTQ is required to redeem its Class "A" Shares only in the circumstances set out in the Act, or to purchase them by agreement in exceptional situations provided under a policy adopted for such purpose by the Board of Directors and approved by the Minister of Finance of Québec.

The purchase and redemption of Class "C" Shares of the Fonds de solidarité FTQ held by the FlexiFonds Funds are made in accordance with the FlexiFonds Funds' rebalancing policy (i) semi-annually, on the date the value of the Class "C" Share of the Fonds de solidarité FTQ is published; and (ii) in the course of the six-month period, if important deviations from asset allocation targets of the Class "C" Shares of the Fonds de solidarité FTQ are observed.

The Fonds de solidarité FTQ must be able to obtain the liquidity required to meet its commitments. Liquidity risk is therefore related to the potential for loss due to its inability to meet such commitments. In certain cases, securities acquired on the market can be subject to resale restrictions, thus potentially reducing their liquidity.

The Fonds de solidarité FTQ's constituting act provides that a portion of its financial assets may be invested in marketable securities on published markets, such as the stock or bond markets, thus allowing it to obtain liquidity easily. In addition, the Fonds has a revolving credit facility which provides additional access to liquidity.

In order to manage its liquidity risk, the Fonds de solidarité FTQ regularly carries out simulations for different scenarios and reviews events that could lead to a lack of liquidity. The Fonds de solidarité FTQ also ensures it maintains internal controls that allow it to manage liquidity risk in a manner consistent with prudent business practices.

Among such controls, the Fonds de solidarité FTQ adopted a liquidity risk management policy that requires that the two liquidity ratios that are followed be complied with in order to limit the risk, for the Fonds de solidarité FTQ, of being unable to act on redemption requests for Class "A" Shares, or Class "C" Shares:

- the Fonds de solidarité FTQ must maintain assets capable of liquidation in an orderly fashion within two days of the transaction, the value of which shall be equivalent or superior to 1.5 times its liabilities for the value of the issued and outstanding Class "C" Shares, as indicated in the audited semi-annual financial statements. This ratio is monitored on a monthly basis;
- the Fonds de solidarité FTQ must maintain assets capable of liquidation in an orderly fashion within seven days of the

transaction, the value of which shall be equivalent or superior to 75% of its liabilities and short-term commitments. This ratio is monitored on a quarterly basis.

Compliance with these two liquidity ratios is disclosed in the management discussion and analysis of the Fonds de solidarité FTQ.

The Fonds de solidarité FTQ administers a governance process to maintain sufficient liquid assets. This process includes, among other things, an escalation procedure that is triggered when predetermined liquid assets level variation thresholds are met, allowing its bodies to promptly take the necessary measures in accordance with securities regulatory requirements. Such measures include, among other things, ceasing to issue or temporarily suspending the right to redeem Class “C” Shares or units of the FlexiFonds Funds, or temporarily reducing the amounts allocated to the redemptions of Class “C” Shares of the Fonds de solidarité FTQ and proceeding with such redemptions on a prorated basis between the different shareholders.

The Fonds established and applies policies and procedures that are based on the recommendations of the International Organization of Securities Regulators regarding liquidity risk management, in order for the Fonds to act in the best interests of its shareholders, regardless of their class of shares, but also in the best interests of the FlexiFonds Funds’ unitholders. Such policies and procedures will allow the identification, in a timely manner, of situations that lead to the temporary suspension of redemption orders, for both Class “C” Shares and FlexiFonds Funds’ units.

d) Operational risk

Inherent to all of the Fonds de solidarité FTQ’s activities, operational risk is the risk of sustaining losses as a result of the inadequacy or failure of certain processes or systems in place or due to human factors or external events. This risk also includes legal risk, regulatory compliance risk and cybersecurity risk.

e) Strategic risk

Strategic risk, which also includes competition risk and risk associated with regulatory changes, refers to the possibility of incurring losses as a result of ineffective strategies, lack of integrated business strategies or the inability to adapt the strategies to changes in the business environment.

f) Reputation risk

Reputation risk is the risk that negative information, whether founded or unfounded, will cause expenses, revenue losses, a decrease in liquidity or a decline in the customer base.

1.4.2 Particular risks for Fonds de solidarité FTQ shareholders

From the shareholder’s perspective, the following risks should be considered: (a) the risk related to the characteristics of the Shares; (b) the risk related to the type of development capital and other investments made by the Fonds de solidarité FTQ; (c) the risk arising from current operations; (d) the risks related to the FlexiFonds Funds; (e) regulatory risk and (f) concentration risk.

a) Risk related to characteristics of the Shares

- i) There is no public market for the Shares and they may be redeemed or purchased by agreement only in certain exceptional circumstances (see Section 8 “When are the Fonds de solidarité FTQ’s Shares redeemable?”).
- ii) The purchase of Shares of a labour fund does not constitute a monetary deposit under the *Deposit Institutions and Deposit Protection Act, Quebec* and is not insured by the Autorité des marchés financiers or by the Canada Deposit Insurance Company (CDIC). An investment in the Fonds de solidarité FTQ is therefore not guaranteed.

b) Risk related to the types of development capital and other investments made by the Fonds de solidarité FTQ

The Fonds de solidarité FTQ invests in several types of assets. The Share value fluctuates based on the value of the assets and liabilities of the Fonds de solidarité FTQ, which varies, in particular due to fluctuation of interest and exchange rates, changes in economic conditions, market conditions, stock market fluctuations and the release of business news or financial information affecting Partner Companies in which the Fonds de solidarité FTQ has invested. As a result, the value of your Shares at the time of their redemption could be less than their value when you purchased them. For example, you will find below a list of several factors that could influence the value of the Fonds de solidarité FTQ’s assets over time.⁵

- i) In accordance with the Act, the Fonds de solidarité FTQ invests a significant portion of the sums it receives in small and medium-sized enterprises located in Québec and these investments are not guaranteed.

The success of these enterprises depends on several factors which vary according to their business sectors including, without limitation, their ability to carry out the project being financed, recruit and keep skilled officers and employees, face growing competition, design, develop and produce new commercially viable products, goods or services more quickly than their competitors,

⁵ The following allocations are a measurement at a specific date and do not constitute the target allocation of the asset classes comprising the Fonds.

obtain necessary regulatory approvals within the prescribed delay, protect their intellectual property rights, and raise the funds necessary to develop, produce and market their products, goods or services. There is consequently no guarantee that these enterprises will generate the expected benefits within the anticipated time, which could negatively influence the Share value.

In addition, these enterprises are generally vulnerable to economic changes and market conditions so it is always possible that the Fonds de solidarité FTQ could lose a significant portion or all the investments it has made in one or more of these enterprises, which could negatively influence the Share value.

- ii) As at May 31, 2023, approximately 55% of the Fonds de solidarité FTQ's assets under management is composed of investments in private enterprises and specialized funds for which there is no public market. The fair value of these investments, which is determined by qualified valuers employed by the Fonds de solidarité FTQ, is based on valuation principles that rely on guidelines generally used in the venture capital industry in Québec (as regulated by the *Regulation respecting development capital investment fund continuous disclosure*), in compliance with International Financial Reporting Standards (IFRS). Although these principles are among the most thorough and contain several audit and validation steps, the resulting values may differ from the actual price obtained on the sale of such investments, which could negatively influence the Share value.
- iii) As at May 31, 2023, approximately 29% of the Fonds de solidarité FTQ's assets under management is invested, directly or indirectly through the holding of mutual fund units, in the stock market and the value of such assets may therefore be negatively influenced by a fluctuation in the value of the stock markets. Any decrease in the value of the stock markets could have a negative impact on the Share value.
- iv) As at May 31, 2023, approximately 15% of the Fonds de solidarité FTQ's assets under management is invested in the bond market; the value of these assets is sensitive to interest rate fluctuations and credit spread variations, and any interest rate or credit spread hike could have a negative effect on the Share value.
- v) As at May 31, 2023, approximately 28% of the Fonds de solidarité FTQ's assets under management is invested, directly or indirectly through the holding of mutual fund units, in foreign currencies; the value of these assets is sensitive to exchange rate fluctuations and any

appreciation in the Canadian dollar could have a negative effect on the Share value.

- vi) A difficult economic situation may have a negative effect on the value of the Share;
- vii) Certain securities bought on the market by the Fonds de solidarité FTQ may be subject to resale restrictions, which could reduce the liquidity of the Fonds de solidarité FTQ's assets.

c) Risk resulting from the day-to-day operations of the Fonds de solidarité FTQ

Like any business, the Fonds de solidarité FTQ incurs certain risks which result from its day-to-day operations. You will find below a description of the main financial and operational risks that could negatively influence the Share value.

- i) Since the Fonds de solidarité FTQ is required to meet certain solvency tests in accordance with laws governing corporations but it has the right to make all of its investments in the form of non-liquid investments, which therefore cannot be sold on short notice, there could be delays in the payment of the redemption or purchase-by-agreement price when such a request is made. However, it is impossible to determine in advance the precise length of such delays. Since its existence, the Fonds de solidarité FTQ has always met these solvency tests.
- ii) The Fonds de solidarité FTQ must regularly honour certain fund withdrawals to redeem Shares, purchase shares by agreement or make the necessary investments in businesses. If the amount corresponding to such withdrawals exceeds the Fonds de solidarité FTQ's liquidity, which may be influenced by the general economic conditions at the time, and if it has to sell certain other investments to meet its obligations, such advance sale could be difficult to carry out or could lead to a decrease in the anticipated return and negatively influence the Share value. As at May 31, 2023, the ratio of liquid financial assets⁶ expressed as a percentage of assets under management was 44%, which in management's opinion shows that the Fonds de solidarité FTQ has the necessary liquidities to meet all its obligations and commitments, even in the event of scenarios less favourable to it.
- iii) If, at the end of a fiscal year, the average value of the investments impacting the Québec economy in the Fonds de solidarité FTQ is below the investment rule threshold or, further to a government decision, the number of Shares that may be issued by the Fonds de solidarité FTQ is limited for the following fiscal year (see the Annual Information Form

⁶ Liquid financial assets are fixed income securities (bonds, loan funds, and the money market) as well as listed shares and share funds in the Other Investments portfolio and certain listed shares in the Development Capital Investment portfolio.

for further information), this results in a decrease in cash inflows and could lead to less liquidity. For further information regarding the investment rule, see Section 3.1 "What are the investment rules set forth in the Act?".

- iv) Under the Québec Taxation Act, the Fonds de solidarité FTQ must pay a penalty to the Québec government when all the sums paid following purchases-by-agreement made during a given fiscal year, excluding those which are paid under the Home Buyers' Plan and the Lifelong Learning Plan, exceeds 2% of the paid-up capital. Since this provision came into force, the amount of purchases-by-agreement made by the Fonds de solidarité FTQ has always been below this limit. The Board of Directors could postpone authorizations or deny requests if the 2% limit is reached.
- v) In the normal course of business, the Fonds de solidarité FTQ signs many contracts, primarily for the purposes of investing in private companies. Certain businesses with which the Fonds de solidarité FTQ signs such contracts might not meet their commitments, and in particular the repayment of amounts owed to the Fonds de solidarité FTQ, which could cause it to incur financial losses. These losses could negatively affect the Share value.
- vi) To manage its operations, the Fonds de solidarité FTQ has set up certain procedures, has acquired information technology and relies on the skills and integrity of its human resources. The Fonds de solidarité FTQ could suffer losses due to the inadequacy or the failure of certain procedures, deficiencies in its information technologies and errors or lack of integrity on the part of its human resources.

d) Risks related to the FlexiFonds Funds

The marketing of the FlexiFonds Funds could give rise to certain risks for the Class "A" Shareholders of the Fonds de solidarité FTQ:

i) Conflicts of Interest Risk

The Fonds de solidarité FTQ acts as investment fund manager and manages its own assets to the benefit of holders of its Class "A" Shares and Class "C" Shares and acts as investment fund manager for each of the FlexiFonds Funds. In that capacity, the Fonds de solidarité FTQ will have a duty to act in the best interests of each of the parties involved, including the Fonds de solidarité FTQ, the FlexiFonds Funds, the FlexiFonds Funds' unitholders and the holders of Class "A" Shares, and ensures that conflicts of interest that could arise between it and the two groups of investors or between those two groups are appropriately managed.

The Fonds de solidarité FTQ has adopted the Conflicts of Interest Management Policy, which provides a framework for

the management of conflicts of interest issues that it may face as investment fund manager of the Fonds de solidarité FTQ and as investment fund manager of the FlexiFonds Funds.

ii) Risk of Arbitrage

Generally speaking, the risk of arbitrage refers to the risk that a holder may engage in subscription or redemption transactions in order to take advantage of the anticipated spread between the net asset value of the mutual fund securities and the market value of its assets, to the detriment of other holders.

In this case, given the difference between the frequency of the valuation of the Fonds de solidarité FTQ shares, determined semi-annually, and the computation of the net asset value of the FlexiFonds Funds' units, determined on a daily basis, a risk of arbitrage exists.

This structure, specific to the FlexiFonds Funds and the Fonds de solidarité FTQ, could create a risk of arbitrage by encouraging investors who own FlexiFonds Funds' units to purchase or redeem FlexiFonds Funds' units prior to the publication of a revised value for the Class "C" Shares of the Fonds de solidarité FTQ in order to benefit from the upcoming change in value.

Certain measures allow the Fonds de solidarité FTQ to mitigate the risks and adverse effects that may result from the risk of arbitrage: (a) a framework policy for short-term transactions was adopted and allows for the control of transactions effected by a FlexiFonds Fund unitholder within a 90-day period, during which redemption fees may be charged; (b) an arbitrage transaction framework policy was adopted and allows for the detection and control of arbitrage transactions in securities of the FlexiFonds Funds during the periods prior to the publication of the value of the Fonds de solidarité FTQ's shares. Based on the frequency, value, date and interrelations of the transactions carried out by a holder, the Fonds de solidarité FTQ determines which transactions constitute arbitrage transactions and notifies the holder to cease to carry out this type of transaction or prohibits such holder from making any subscriptions going forward; (c) the FlexiFonds Funds' prospectus provides that a unitholder may not purchase units of a FlexiFonds Fund if, following such transaction, the value of the units held by the unitholder in such fund exceeds one million dollars; (d) the FlexiFonds Funds' units may only be held by individual investors.

iii) Inequity Risk between holders of Class "A" Shares and holders of FlexiFonds Funds' Units

Since the Fonds de solidarité FTQ's shares are valued semi-annually (i.e., their value remains the same over the course of a six-month period) and since transactions in shares may be carried out at any time during such six-month period, at the last price published, there is an inequity risk.

The introduction of the FlexiFonds Funds could make such inequity less marginal. In fact, the more the FlexiFonds Funds' assets become important in relation to the Fonds de solidarité FTQ's assets, the more the FlexiFonds will have the opportunity to make large transactions with respect to Class "C" Shares of the Fonds de solidarité FTQ, which will increase the inequity risk.

Actually, one objective of each FlexiFonds Fund is to invest 30% of its assets in Class "C" Shares of the Fonds de solidarité FTQ. In order to maintain this 30% target allocation, FlexiFonds Fund transactions involving Class "C" Shares of the Fonds de solidarité FTQ are subject to a rebalancing policy. In a strong bull market or strong bear market situation, a transaction made to bring back the Class "C" Shares' weight close to the established target (i.e., 30% of the FlexiFonds Fund's assets) could lead to inequity for the other shareholders of the Fonds de solidarité FTQ, particularly if the total amount of the transaction is substantial.

It should be noted that unless we are in a situation of extreme market volatility, combined with a significant spread between the net asset value of the Fonds de solidarité FTQ and the published price of the Fonds de solidarité FTQ's shares, the realization of the inequity risk would only have a minor impact on the unit price of the Fonds de solidarité FTQ's shares.

In any event, the Fonds de solidarité FTQ will continuously analyze any situation that could be qualified as inequitable for the FlexiFonds Funds' unitholders and the holders of Class "A" Shares in order to circumscribe the risks and develop contingency measures to limit them. The Fonds de solidarité FTQ has, among other things, adopted a policy for the management of extreme cases. The goal of this policy is to determine whether it is necessary to exceptionally reevaluate the price of the Fonds de solidarité FTQ's share in the course of the six-month period if the performance of some of its assets shows extreme fluctuations.

e) Regulatory risk

The Fonds de solidarité FTQ is governed by or indirectly affected by both federal and provincial laws, regulations, standards, rules and policies, as well as by internal rules, by-laws and policies providing a framework according to which it must conduct its business. The risk lies in the Fonds de solidarité FTQ's ability to adapt to any material regulatory change or the strict application of policies currently in place. For example, a change to the tax credits granted to shareholders of the Fonds de solidarité FTQ by the Quebec or federal government may lead to a change in shareholder subscription habits and affect its development capital investments.

f) Concentration risk

Concentration risk is the possibility that a major portion of a shareholder's portfolio will be comprised of Fonds de solidarité FTQ Shares, which could put the shareholder in vulnerable position should the value of the Fonds de solidarité FTQ Shares drop significantly.

02 How is the Fonds de solidarité FTQ managed and organized?

2.1 Who is responsible for carrying out the main corporate functions?

See the Annual Information Form (more specifically Section 9) and the MD&A for information about the Fonds de solidarité FTQ's governance and rules of ethics.

2.2 How is the Board of Directors formed and how does it manage risks?

The Act provides that the Board of Directors is formed of 19 people (see the Fonds de solidarité FTQ's Annual Information Form for the names of the directors), designated as follows:

- a) seven (7) people are nominated by the General Council of the FTQ;
- b) eleven (11) people are elected by the holders of Shares at the Annual General Meeting, including:
 - i) seven (7) people who qualify as independent persons and whose candidacies are recommended to the Board by the Governance and Ethics Committee;
 - ii) four (4) people elected from among candidates following a call for nominations;
- c) President and CEO of the Fonds de solidarité FTQ.

The Fonds de solidarité FTQ's Board of Directors is responsible for, among other things, approving the Fonds de solidarité FTQ's broad orientations and business strategies, particularly with respect to the integrated management of financial assets and risk. It is also responsible for the existence of controls relating to the management of the Fonds de solidarité FTQ, including management of the risks to which it is exposed. The Board of Directors is assisted by various committees with respect to these duties.

For further information on risk management, see the Annual Information Form and the MD&A.

2.3 Who is entitled to offer the Fonds de solidarité FTQ's Shares?

The Fonds de solidarité FTQ has not hired any securities broker to distribute its Shares. The Fonds de solidarité FTQ offers its

Shares directly to the public, relying primarily on the union structures (see Subsection 4.2 “Who can I contact for more information on the Fonds de solidarité FTQ and its Shares?”).

No commission is payable to anyone for the distribution of the Shares.

2.4 Who carries out the complementary functions?

Manager of the Fonds de solidarité FTQ	The Fonds de solidarité FTQ itself manages its assets and is registered as an investment fund manager.
Portfolio Manager	The Fonds de solidarité FTQ gives management mandates to the following managers for the other investments portfolio: Addenda Capital Inc., AlphaFixe Capital Inc., Amundi Canada Inc., Baillie Gifford Overseas Limited, State Street Global Advisors Ltd., Fiera Capital Corporation, Triasima Portfolio Management Inc. Montrusco Bolton Investments Inc. and PineStone Asset Management Inc.
Trustee Services	Through Desjardins Trust Inc., the Fonds de solidarité FTQ offers its shareholders two registered plans: a Registered Retirement Savings Plan (hereinafter “RRSP”) and a Registered Retirement Income Fund (hereinafter “RRIF”). By transferring your Shares to an RRSP, you may take advantage of certain tax benefits. For more information, see Section 10 “What are the tax consequences for Shareholders?”.
Custodian	Desjardins Trust Inc. also acts as custodian under a custodian and administration agreement. Sub-custodian agreements have also been signed with RBC Investor Services Trust and the Fédération des caisses Desjardins du Québec. For further information, see the Annual Information Form. On June 16, 2023, the Fonds de solidarité FTQ entered into an agreement with RBC Investor Services Trust to retain them to act as the sole custodian for all of the Fond’s financial assets, as well as agent for its securities lending activities. The transition of the financial assets of the Fonds de solidarité FTQ between custodians will occur in an orderly manner during the first half of the new fiscal year.
Record-keeping	The Fonds de solidarité FTQ maintains its own shareholder and transfer registers, except in respect of RRIFs, where the task of maintaining the records has been entrusted to Desjardins Trust Inc.

Auditors	<p>Deloitte LLP, Deloitte Tower, 1190 Avenue des Canadiens-de-Montréal, Suite 500, Montréal, Québec, H3B 0M7, and Raymond Chabot Grant Thornton LLP, National Bank Tower, 600 de la Gauchetière St. West, Suite 2000, Montréal, Québec, H3B 4L8, jointly audit the financial statements of the Fonds de solidarité FTQ to ensure that they present fairly, in all material respects, its financial position, its financial performance and its cash flow, in accordance with International Financial Reporting Standards (IFRS). The financial statements disclose the net assets per Share. The auditors are independent from the Fonds de solidarité FTQ within the meaning of the code of ethics of the Ordre des comptables professionnels agréés du Québec.</p> <p>Deloitte LLP audits the statement of development capital investments, at cost, in accordance with Section 18 of the <i>Regulation respecting development capital investment fund continuous disclosure</i>.</p>
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03 What types of investments does the Fonds de solidarité FTQ make?

The Fonds de solidarité FTQ aims to meet the objectives set forth in the Act when investing, while generating a reasonable return for its shareholders.

If changes are made to the provisions of the Act in terms of investments, including with respect to the investment rule, the Fonds de solidarité FTQ will not change the contents of this short form prospectus during the current issuance unless such changes constitute a material change of the rights of shareholders within the meaning of securities regulations, as determined by the Fonds de solidarité FTQ.

3.1 What are the investment rules set forth in the Act?

Under the Act, the Fonds de solidarité FTQ may invest in any business, in whatever form. However, the value of all eligible investments, as defined in the Act, must represent, on average, at least 65% of its average net assets for the previous fiscal year.

Under the Act, the Fonds de solidarité FTQ can make investments outside Québec, but they cannot exceed 7.5% of the Fonds de solidarité FTQ’s net assets for the preceding fiscal year to be eligible pursuant to the Act. The Policy regarding investments outside Québec does not provide for any geographic or sector-based limits with respect to such investments.

For further information about investment standards, see the Annual Information Form (more specifically at Section 2.2.1).

3.2 The Fonds de solidarité FTQ's Integrated Financial Assets Management Policy

The Fonds de solidarité FTQ's Integrated Financial Assets Management Policy ensures sound diversification in the investment of its financial assets and optimal risk/return ratio, while complying with the mission of the Fonds de solidarité FTQ and fulfilling stakeholder expectations.

The Integrated Financial Asset Management Policy of the Fonds de solidarité FTQ is completed by the Development Capital Investment Policy and by the Other Investments Portfolio Policy. The purpose underlying these policies is to formulate principles and rules applicable to the investment of financial assets, to define the roles and responsibilities of participants, and to specify return and risk objectives and related monitoring procedures.

3.3 Investments impacting the Québec economy

The Fonds de solidarité FTQ invests mainly in the form of development capital and spreads out its development capital investment portfolio in various sectors of the economy specifically to ensure risk diversification. It focuses mainly on traditional economic sectors which, as at May 31, 2023, made up the majority of its development capital investment portfolio. The Fonds de solidarité FTQ also invests in real estate and in the new economy sectors such as life sciences, energy and environmental science, information technology and telecommunications.

Investment projects are evaluated based on the following decision-making criteria: the financial aspects of the investment, the quality of the management team, the market, the exit opportunities, the legal aspects of the investment, taxation, ESG (environmental, social and governance) factors, the reputation risks, the degree of innovation, the quality of operational infrastructures and processes, the relevance for the Fonds de solidarité FTQ's stakeholders and the enterprise's social responsibility audit. The Fonds de solidarité FTQ also takes into account environmental, social and governance ("ESG") factors in its due diligence process and when managing its investments. For greater detail, refer to the Annual Information Form, in Section 9.2.1.

ESG due diligence ("ESG DD") is carried out on these investment projects. It takes the form of an analysis of environmental, social and governance factors and is systematically carried out for all new investments planned by the Fund. The factors used in ESG DD metrics are prioritized based on their materiality to the enterprise and therefore differ based on certain considerations, including the geographic footprint and the industry to which the enterprise belongs. ESG factors considered in ESG DD metrics are based on internationally recognized standards, such as those of the Sustainability Accounting Standards Board (SASB) and the Task Force on Climate-Related Financial Disclosures (TCFD). Due to

the Fond's mission and values, particular attention is given to the following topics in all ESG DDs:

- Fighting climate change;
- Labour conditions and relations;
- Health and Safety;
- Relations with local communities;
- Governance Practices.

ESG DD metrics can be shared with businesses in a transparent manner to raise management's awareness of the risks facing the business and to inform management of potential opportunities. Once the transaction is closed, support may be provided to the ESG issues raised during the ESG DDs. In certain circumstances, the Fonds may decline an investment if ESG practices are contrary to its mission, values and strategic priorities and if management is unwilling to improve them to mitigate the associated risks.

The Fonds de solidarité FTQ's regional and local commitment

One of the priorities of the Fonds de solidarité FTQ's is its regional and local commitment. It has made it one of its major development objectives. With the Fédération québécoise des municipalités, it has established the Fonds locaux de solidarité FTQ, s.e.c., the purpose of which is to promote the emergence of various local funds, among others, within regional county municipalities for small local investments to support the strengths of the community and contribute to the development of local economies and regional employment.

With the active cooperation of the socio-economic stakeholders of the regions, the Québec government and the unions, the Fonds de solidarité FTQ has participated in the creation of Fonds régionaux de solidarité FTQ (regional funds) in all the administrative regions of Québec. As at May 31, 2023, the Fonds de solidarité FTQ has invested a total of \$404.4 million in these funds and has committed to invest \$100 million more. For further information, see the Annual Information Form.

3.4 Other Investments

The other investments of the Fonds de solidarité FTQ are comprised of uninvested sums from the development capital investment portfolio. As at May 31, 2023, all such investments represented 40% of the Fonds de solidarité FTQ's assets under management.

As at this same date, 39% of these other investments were composed of a money market portfolio and bond portfolios. Those securities generate, among other things, interest income.

The remainder was invested in Canadian and international global equity portfolios.

The office of the Vice-President of Asset Allocation and External Management of the Fonds de solidarité FTQ is responsible for determining and overseeing the allocation of assets and managing the Other Investments portfolio. All portfolios are now entirely managed externally by specialized managers.

These managers integrate ESG into their investment process, and ESG due diligence on their business practices is also carried out.

3.5 Derivative financial instruments

In managing its assets, the Fonds de solidarité FTQ may trade in derivative financial instruments to facilitate portfolio management, improve returns, manage market risks, make changes in asset allocation and in certain cases, manage the hedging of foreign currencies. For further details, see the Annual Information Form.

04 Who should invest in the Fonds de solidarité FTQ and who can I contact for more information on it and its shares?

4.1 Who should invest in the Fonds de solidarité FTQ?

Only individuals 18 years of age or older residing in Québec may purchase Shares for their own account. For the purposes of this prospectus, the notion of residence has the meaning given to it under Québec's Taxation Act. As a result, no sum directly transferred from another plan may be used to buy Shares. For example, you cannot use money in an RRSP which you hold with another institution to purchase Shares.

The following individuals who are able to keep their Shares until retirement and who have a certain risk tolerance (see Subsection 1.4 "What are the risks of investing in the Fonds de solidarité FTQ?") can invest in the Fonds de solidarité FTQ:

- a) Québec workers who wish to promote employment while investing for their retirement;
- b) any investor wishing to participate in the economic development of Québec by supporting enterprises having an economic impact in the province;
- c) investors looking for an investment product with additional tax benefits;
- d) Quebeckers whose income level requires that they pay income tax.

The Fonds de solidarité FTQ reserves the right to accept or refuse any subscription request in whole or in part. In general, a subscription will be accepted or refused within 30 days

following its receipt. The Fonds de solidarité FTQ issues the Shares subscribed for as soon as payment is made.

If the amount paid is insufficient for the purchase of a whole Share, the Fonds de solidarité FTQ will issue a fractional Share. A fractional Share has the same rights attached to it as a whole Share, except the right to vote. The subscription price for Shares is generally the price in effect on the day the payment for the Shares is cashed by the Fonds de solidarité FTQ.

However, when sums are paid in your name before you reach 18 years of age, through your employer, or during the period prohibiting subsequent acquisition of Shares following the purchase-by-agreement of your Shares pursuant to the Purchase-by-Agreement Policy (see Subsection 8.2 "What is purchase-by-agreement?" as well as Schedule 2 for more information about the terms and conditions of subsequent acquisitions), such sums will only allow the Fonds de solidarité FTQ to issue Shares when you reach 18 years of age or upon expiry of the blackout period, and the price of such Shares will be set according to the Share value in effect at the time of issuance. Sums paid before you reach 18 years of age or during the blackout period will be deposited in the trust account until Shares may be issued. A reimbursement of sums held in trust may, however, be granted at the holder's request. For more information, please see Subsection 8.2 "What is purchase-by-agreement?".

4.2 Who can I contact for more information on the Fonds de solidarité FTQ and its Shares?

A number of people can provide you with information about the Fonds de solidarité FTQ and the characteristics of its Shares and collect your subscription. These individuals may be employees of the Fonds de solidarité FTQ, people working in the various Fonds régionaux de solidarité FTQ (regional funds), union advisors, active union representatives, union members or simply individuals who support the Fonds de solidarité FTQ's goals. However, the Board of Directors mainly relies on the FTQ's permanent union structure and on the solidarity and availability of its members for the solicitation of subscriptions.

Local Representatives

In FTQ-affiliated unions (as well as unions with which the Fonds de solidarité FTQ has entered into agreements), the Fonds de solidarité FTQ has developed a network of local representatives ("LRs") who voluntarily promote the Fonds de solidarité FTQ in their workplace. Their work consists mainly of explaining the objectives of the Fonds de solidarité FTQ and promoting the subscription of its Shares by members of those unions.

The Fonds de solidarité FTQ has entered into agreements with the Centrale des syndicats du Québec ("CSQ"), the Confédération nationale des cadres du Québec ("CNCQ") and the Fédération

interprofessionnelle de la santé du Québec ("FIQ"), to inform their members about and encourage them to enroll in the Fonds de solidarité FTQ.

When the Fonds de solidarité FTQ organizes activities for the LRs, such as training or information days, it reimburses their employer or union with which they are affiliated, as the case may be, all or part of the LRs' salary since they must obtain union leave to participate in these activities.

Employees of the Fonds de solidarité FTQ

The Fonds de solidarité FTQ offers Saving Services at its permanent offices in Montréal, Pointe-Claire and Québec City and in the Fonds régionaux de solidarité FTQ (regional funds) in Québec.

Subscriptions are also collected by employees of the Fonds de solidarité FTQ who are paid in accordance with its applicable collective agreement. No other compensation is paid to the personnel for collecting subscriptions.

05 What are the fees related to the Fonds de solidarité FTQ?

5.1 Fees directly payable by the shareholder

There are no fees that are directly payable by the shareholders of the Fonds de solidarité FTQ.

All fees are set by the Board of Directors, and the Fonds de solidarité FTQ will publish a 30-day written notice prior to introducing any new type of fees directly payable by the shareholder.

5.2 Fees payable by the Fonds de solidarité FTQ

Fees that are paid by the Fonds de solidarité FTQ include operating expenses with regards to its overall functioning, such as salaries and benefits (salaries of permanent and temporary employees), professional fees (such as legal and audit fees), advertising and information costs, licensing fees, market data fees, office expenses, occupancy fees and rent, travel and representation expenses, external managers' fees, custodial and trustee fees and transaction fees. These costs influence the value of your investment.

The annual total operating expense ratio⁷ to the overall functioning of the Fonds de solidarité FTQ was 1.51% and its trading expense ratio⁸ was 0.01% of the average net assets of the Fonds de solidarité FTQ for the year ended May 31, 2023.

06 How can I subscribe for shares offered by the Fonds de solidarité FTQ?

There are three ways to subscribe for Shares, namely by payroll deductions, which is the method of choice for workers, pre-authorized withdrawals and lump sum payments.

As of the publication of this simplified prospectus, only contributions through payroll deductions, including employer contributions, and existing pre-authorized withdrawal arrangements are accepted.

In a press release issued on March 25, 2022, the Fonds de solidarité FTQ announced the extension, for an indefinite period, of the suspension of subscriptions by lump sum payment and new pre-authorized withdrawal arrangements, including the increase in the amount of existing pre-authorized withdrawals.

This policy does not affect repayments to the Fonds de solidarité FTQ as part of a Home Buyer's Plan ("HBP") or a Lifelong Learning Plan ("LLP").

It is also important to note that the Fonds de solidarité FTQ could modify, during the current fiscal year or later, any of the subscriptions for Shares offered. Should it decide to make any changes, the Fonds de solidarité FTQ will announce the applicable conditions in a press release.

If you choose to set up or change any payroll deductions or, when accepted by the Fonds de solidarité FTQ, to arrange or modify a pre-authorized withdrawal or lump sum payment, you can either speak to your LR at work, contact the Fonds de solidarité FTQ's Saving Services or consult the Fonds de solidarité FTQ's website at fondsfmq.com. Note that when you first subscribe for Series 2 Class "A" Shares (held outside an RRSP), you will have to identify yourself and answer some questions to ensure compliance with the requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

6.1 Payroll deduction

This form of subscription allows you to make a fixed payment to purchase Shares with every paycheque until you notify the Fonds de solidarité FTQ otherwise. You may tell your employer that you would like to receive the tax benefits associated with the purchase of Shares every pay period. This way, you will receive an immediate tax benefit with every paycheque instead of having to wait for your income tax return to be processed by the authorities.

Your employer may, at any time, implement the payroll deduction you have requested. Under the Act, your employer is required to do so, within a reasonable time frame, if the lesser of (i) 20% of the total number of employees or (ii) 50 employees make such a

7 The total operating expense ratio is obtained by dividing total operating expenses for the year indicated in the statement of comprehensive income by the average net assets of the Fonds de solidarité FTQ for the year.

8 The trading expense ratio is obtained by dividing transaction costs by the average net assets of the Fonds de solidarité FTQ for the year.

request through the Fonds de solidarité FTQ or its representative, such as your union. Your employer must remit the amounts withheld to the Fonds de solidarité FTQ no later than the 15th day of the month following the month in which the deduction was made.

The remittance must be accompanied with a statement specifying the amount deducted from your salary or wages, as well as your name, address, date of birth, and social insurance number in accordance with the Act solely for the purpose of issuing tax slips. To ensure your employer properly makes the payroll deduction, we recommend that you sign up or subscribe through your online account at fondsftq.com.

The amounts withheld remain due to the employee as salary until they are remitted by the employer to the Fonds de solidarité FTQ or to the trustee designated by the latter. If you decide to cease acquiring Shares by way of payroll deductions, you may at any time contact the Fonds de solidarité FTQ's Saving Services by e-mail or telephone, or consult the Fonds de solidarité FTQ's website at fondsftq.com.

6.2 Pre-authorized withdrawal

When this type of subscription is accepted by the Fonds de solidarité FTQ, it allows you to acquire Shares through pre-authorized withdrawals (a \$10 minimum per withdrawal and a maximum of \$500 monthly, per contributor, for all new agreements or changes to the amount under existing agreements) from your bank account at a financial institution. To do so, attach a sample cheque to the application form and give it to your LR or send it directly to the Fonds de solidarité FTQ. You may also subscribe and ask to use the direct payment system at the site fondsftq.com or by calling the Fonds de solidarité FTQ's Saving Services.

6.3 Lump sum payment

When this type of subscription is accepted by the Fonds de solidarité FTQ, you may subscribe for Shares by paying for them in a single payment. To ensure instant processing of your transaction, we recommend that you sign up and subscribe through your online account at fondsftq.com. You can also enclose a cheque, money order or bank draft with the subscription application form for the amount subscribed, which you may give to your LR or send directly to the Fonds de solidarité FTQ.

9 Unless indicated otherwise, for the purpose hereof, the definition of "spouse" is that set out in the Québec *Taxation Act*, which includes both same-sex and opposite-sex spouses.

10 The annuitant is a person in whose name the plan is registered in accordance with federal and Québec income tax laws. Such person may be the person who contributes to an RRSP constituted under his or her own name or the spouse of the contributor, in the case of a spousal RRSP.

07 What are the characteristics of the Shares?

7.1 Class "A" Shares

The Fonds de solidarité FTQ is authorized to issue an unlimited number of shares with no par value designated as "Class A Shares" carrying the following rights, privileges, conditions and restrictions:

- a) the right to vote at any Fonds de solidarité FTQ's meeting of shareholders on the basis of one vote per Share, since a fractional Share does not give the right to vote. Only a whole Share gives the holder the right to vote. If all the Shares have been transferred to an RRSP of which the spouse⁹ is the annuitant¹⁰, the spouse is deemed to have the voting right attached to the transferred Share;
- b) the right to elect eleven (11) directors to the Board of Directors;
- c) the right to receive any dividend declared by the Fonds de solidarité FTQ, i.e. the share of its earnings which it might decide to pay its shareholders; the Fonds de solidarité FTQ's policy is to reinvest the annual revenue generated from its operations. It does not expect to pay its shareholders' dividends.
- d) the right to require the redemption of their Shares by the Fonds de solidarité FTQ, subject to certain conditions prescribed by the Act; if Shares are transferred to an RRSP of which the spouse is the annuitant, the spouse will be deemed to be the person who has acquired the Shares from the Fonds de solidarité FTQ for the purpose of the provisions concerning redemptions (see Section 8 "When are the Fonds de solidarité FTQ's Shares redeemable?");
- e) the right to ask that the Shares be purchased by agreement, according to the terms and conditions of the Purchase-by-Agreement Policy;
- f) the right to receive their proportionate share of the Fonds de solidarité FTQ's assets if it is liquidated.

The Shares are issued in the form of Series 1 or Series 2 Class "A" Shares. The issuance of Series 1 Shares is limited to people who ask them to be transferred to an RRSP or a RRIF. Series 2 Shares are held in a non-RRSP account.

In the event of their transfer from an RRSP, the Series 1 Shares must be exchanged for the same number of Series 2 Shares. All holders of Series 2 Shares are also required to exchange them for the same number of Series 1 Shares if they wish to transfer their Shares to an RRSP (see Section 10 "What are the tax consequences for shareholders?").

The voting right attached to the Shares is exercised at the same shareholders' meeting (annual or special), regardless of their respective series, and their holders may be represented at it by proxy.

Regardless the Series, the Shares rank equally among themselves, as Class "A" Shares, with respect to the payment of dividends, where applicable, and the sharing of the Fonds de solidarité FTQ's property upon its dissolution, liquidation or the distribution of all or part of its assets among the holders of Shares. They also rank equally among themselves, where applicable, with respect to the payment of any purchase-by-agreement or redemption of Shares.

The Board of Directors of the Fonds de solidarité FTQ may, from time to time, by resolution of the directors, increase or reduce the issued and paid-up capital account relating to the Series 1 Shares, without any distribution or payment to the holders of such Shares. The Fonds de solidarité FTQ may also, from time to time, by resolution of the directors, apply any contributed surplus to eliminate or reduce the deficit. Such transactions do not have a negative impact on the Fonds de solidarité FTQ's shareholders (see the Annual Information Form for further information).

The amendment to the rights attached to the Shares is subject to the provisions of the Act and the Québec *Companies Act*. As of the date of this prospectus, the Fonds de solidarité FTQ does not intend to amend the rights relating to its Shares.

7.2 Class "B" Shares

Presently, there are no Class "B" Shares issued and outstanding. Authorized Class "B" Shares have no par value, they do not confer any voting right and they may be issued in series. They could give the right to a preferential dividend at a rate set by the Board of Directors if applicable. In the event of liquidation, they rank in priority to Class "A" Shares. In the event of liquidation, the holders of Class "B" Shares have the right to receive, in cash or in kind, an amount equal to the value of the consideration paid with respect to such outstanding Shares plus, where applicable, any declared and unpaid dividend and any other amount determined by the articles of amendment creating certain series of Class "B" Shares, in priority to and ranking above the other classes of Shares. No other additional participation in the remaining assets is provided for Class "B" Shares.

7.3 Class "C" Shares

At the February 28, 2019 meeting of the Board of Directors, the directors of the Fonds de solidarité FTQ adopted By-Law No. 70 to amend the share capital of the Fonds de solidarité FTQ in order to create the Class "C" Shares. This By-Law has been duly ratified at the special meeting of shareholders held on May 27, 2019.

The Fonds de solidarité FTQ is thus authorized to issue, in one or more series, an unlimited number of shares with no par value designated as "Class 'C' Shares". The rights, privileges, conditions and restrictions specific to all Class "C" Shares are the following:

- a) the Class "C" Shares do not confer on their holder the right to receive the notice of meeting of shareholders or to attend or vote at such meeting, unless the law requires a separate vote, in which case the voting right is exercised at the same meeting, regardless of the series;
- b) the Class "C" Shares, regardless of the series, rank equally among themselves as shares of such class with respect to the payment of dividends and the sharing of property in the event of the Fonds de solidarité FTQ's dissolution, liquidation or the distribution of all or part of its assets among the shareholders and, if applicable, to the payment of any redemption price.
- c) the Class "C" Shares and the Class "A" Shares rank equally among themselves with respect to the payment of dividends and the sharing of property in the event of the Fonds de solidarité FTQ's dissolution, liquidation or the distribution of all or part of its assets among the shareholders and, if applicable, to redemption payments;
- d) the value of the Class "C" Shares is determined semi-annually and is identical to the value of the Class "A" Shares. The value of the Class "C" Shares, like the value of the Shares, can also be determined in the course of the six-month period at the discretion of the Board of Directors of the Fonds de solidarité FTQ.

A first series of Class "C" Shares, designated as "Class 'C' Shares, Series 1", was created. The Class "C" Shares, Series 1 are offered, pursuant to a prospectus exemption, to the FlexiFonds Funds only. Unlike Class "A" Shares, the acquisition of Class "C" Shares does not provide entitlement to tax credits.

The transactions made by the FlexiFonds Funds with respect to Class "C" Shares (i.e., subscriptions and redemptions) are governed by a rebalancing policy that helps reaching and maintaining a FlexiFonds Funds' asset investment target of 30%. Thus, the Class "C" Shares are purchasable or redeemable in accordance with the rebalancing policy, which is more fully described in Section 1.4, "What are the risks of investing in the Fonds de solidarité FTQ?".

Moreover, the Fonds de solidarité FTQ may redeem the Class "C" Shares registered under the name of the FlexiFonds Funds if the holding of Class "C" Shares has an adverse effect on a FlexiFonds Fund or its unitholders or on the Fonds de solidarité FTQ or its shareholders, or if it is authorized or required to do so under applicable law or has been instructed to do so by regulatory authorities having jurisdiction.

The FlexiFonds Funds, however, upon receiving a redemption request in proper form, shall pay the redemption proceeds to the unitholders no later than two business days following the date on which the calculation of the net asset value per unit used to determine the redemption price is made.

08 When are the Fonds de solidarité FTQ's Shares redeemable?

Generally, any subscription for Shares must be considered an investment for retirement.

The Fonds de solidarité FTQ can either redeem your Shares in the circumstances provided for by the Act or purchase them by agreement in the exceptional circumstances set out in the Purchase-by-Agreement Policy adopted by the Fonds de solidarité FTQ's Board of Directors and approved by Québec Minister of Finance.

Except in these circumstances, the Fonds de solidarité FTQ cannot redeem your Shares or purchase them by agreement.

Provided the requirements of the criterion are met and once all the required documents have been submitted, requests made under the Policy will be examined and authorized by a decision-making committee appointed by the Board of Directors for this purpose. If in doubt as to the application of such a Policy, the committee will interpret the Purchase-by-Agreement criteria restrictively and render a decision consistent with the principle of permanent maintenance of Fonds de solidarité FTQ's capital.

If your request does not include sufficient information to justify its authorization, the Fonds de solidarité FTQ may ask for additional documentation to ensure that the requirements of the criterion invoked are respected.

You may request a partial purchase-by-agreement of your Shares. In this case, the authorization will be limited to the amount requested. However, any authorization for a partial purchase that leaves a balance of fewer than 20 Shares in a shareholder's account will automatically be deemed to be a full authorization to close the account except with regard to the "Access to Home Ownership" criteria under an HBP and a "Return to Full-Time Studies" under an LLP, for repayments that must be made to the Fonds de solidarité FTQ. Furthermore, any request from a shareholder who holds fewer than 50 Shares will be submitted for authorization without further documentary evidence, other than a solemn declaration confirming the existence of the criteria invoked to justify the redemption or the purchase-by-agreement.

11 See Section 10 "What are the tax consequences for Shareholders?" for the tax implications of redeeming Shares.

12 A succession or a spousal RRSP may not acquire Shares. Only a natural person may acquire Shares.

13 An individual who is a legatee of Shares, and who subsequently acquires other Shares, may benefit from the rules pertaining to tax credits as explained under Section 10 "What are the tax consequences for shareholders". The same applies to a person who acquires Shares after having requested the redemption of Shares held in a spousal RRSP, because of the death of the contributing spouse.

The sums held in a trust account of the Fonds de solidarité FTQ will be paid at the same time as the Shares are disbursed pursuant to a purchase-by-agreement criterion provided for in the Act or a purchase-by-agreement provided for in the Purchase-by-Agreement Policy.

8.1 What are the redemptions provided for by the Act?

Redemption criteria

Under the Act, the Fonds de solidarité FTQ is required to redeem all or part of the Shares you acquired, in the situations described in Schedule 1.¹¹

Subject to the provisions set out under Subsection 8.3 "What is the issuing, purchase or redemption price of the Shares?", any disbursement will be made at the price prevailing on the date of redemption of your Shares by the Fonds de solidarité FTQ.

The "Redemption Criteria Prescribed By The Act" table, which summarizes the redemption criteria prescribed by the Act, is found in the attached Schedule 1.

Redemption time frame

Shares are redeemed within a reasonable period of time. This period generally does not exceed 30 days following the date the Fonds de solidarité FTQ receives your redemption request if you have provided all of the necessary documents.

Subsequent Acquisition of Shares

Any individual may acquire Shares subsequent to a redemption in the circumstances described in the table set forth in Schedule 1 (except in the event of death¹²).

Tax consequences

After redemption of all or part of the Shares, in the circumstances described in the Table set forth in Schedule 1 (except in the event of death¹³), you may no longer receive the tax credit in respect of the acquisition of the Shares, as applicable in each of those circumstances.

Therefore, if a Share redemption request is submitted within 60 days following the subscription date, the amount of the tax credit associated with the acquisition of such Shares is cancelled. Where the redemption of Shares is for reasons relating to disability, no credit is granted for the Shares purchased after the time the

redemption request is submitted. Finally, in circumstances relating to age and/or retirement, no credit is granted for Shares acquired before or after the redemption. Therefore, in the latter case, an individual who did not receive, for the years prior to the redemption, all of the tax credit to which he or she was entitled is no longer authorized to claim a deduction, in calculating his or her tax payable, regarding the unused portion of this tax credit.

Any redemption of Series 1 (held in an RRSP or a RRIF) or Series 2 (held outside an RRSP) Shares, may lead to other tax consequences. The tax consequences of redeeming your Shares are briefly summarized under 10 "What are the tax consequences for Shareholders?".

8.2 What is purchase-by-agreement?

Criteria for purchase-by-agreement

The Fonds de solidarité FTQ can purchase your Shares by agreement in whole or in part, but only in the cases provided for in the Purchase-by-Agreement Policy adopted by its Board of Directors and approved by the Québec Minister of Finance on June 16, 2017.

All requests for purchase-by-agreement submitted after that date are treated according to the version of the Purchase-by-Agreement Policy then in force. However, shareholders who subscribed before the Purchase-by-Agreement Policy's effective date may invoke the policy in effect on the date of their subscription if that policy is to the shareholder's advantage. The previous policies are available upon request.

The purchase-by-agreement must benefit the shareholder personally and not only his or her creditors, such as in the case of bankruptcy for instance. In some cases, when indicated, the purchase may also benefit the spouse of the shareholder or a dependent child.

The "Criteria for Purchase-by-Agreement" table, which summarizes the Purchase-by-Agreement Policy, is found in the attached Schedule 2.

Management of the Purchase-by-Agreement Policy

The committee created by the Board of Directors to make decisions about purchase-by-agreement requests, interprets and applies the Purchase-by-Agreement Policy adopted by the Board of Directors of the Fonds de solidarité FTQ and makes its decisions in accordance with that policy.

All requests that qualify under the criterion invoked and meet the requirements and the application principles of the Purchase-by-Agreement Policy are authorized by the committee. However, under the *Québec Taxation Act*, the Fonds de solidarité FTQ must

pay a penalty to the Québec government when, in a fiscal year, the total amount paid for purchases-by-agreement, excluding those paid under the Home Buyers' Plan and the Lifelong Learning Plan, exceeds 2% of the paid-up capital of the Shares. Since the coming into force of this provision, the amount of purchases-by-agreement, excluding those paid under the Home Buyers' Plan and the Lifelong Learning Plan, made by the Fonds de solidarité FTQ has always been less than this limit. As at May 31, 2023, the Fonds de solidarité FTQ had authorized purchases-by-agreement in an amount representing 0.14% of its paid-up capital. The Board of Directors could postpone authorizations or deny requests if the 2% limit is reached.

Furthermore, under the Québec Companies Act and under Section 2 of the Act, the Fonds de solidarité FTQ must satisfy certain solvency tests before paying for Shares that it redeems or purchases by agreement. The tests concern maintenance of the capital of the Fonds de solidarité FTQ and are applied so that it will be able to meet its obligations as they come due. Since its creation, it has always satisfied the solvency tests.

Time frame for purchases-by-agreement

Shares are purchased within a reasonable period of time. This period generally does not exceed more than 30 days following the date the Fonds de solidarité FTQ receives your redemption request if you have provided all of the necessary documents

Time frame for subsequent purchase of Shares

After purchase-by-agreement of your Shares, you could be subject to a time limit for subsequent share acquisition pursuant to the Purchase-by-Agreement Policy (see Schedule 2 for further information regarding the terms and conditions of subsequent acquisitions). Where sums are paid in your name during the blackout period, they are deposited into a trust account until the Shares may be issued. Subsequently, when the blackout period expires, the amounts paid will allow Shares to be issued, and their price will be set according to the Share value in effect at the time of issuance. The Shares issued may then give entitlement to tax credits in accordance with the applicable tax rules set forth under Section 10 "What are the tax consequences for Shareholders?".

A reimbursement of sums held in trust may, however, be granted at the shareholder's request. To obtain a reimbursement of the sums held in trust, you must submit a written request to the Fonds de solidarité FTQ.

Tax consequences

In regards to a purchase-by-agreement, no transfer to another retirement savings plan is authorized except under the "Redemption of Pension Credits", "Serious and Irreversible Illness", "Ineligibility for Tax Credits" and "Emigration from Canada" criteria. When

authorized, such sums may be transferred to another plan (an RRSP or a RRIIF) without tax consequences.

The tax consequences of purchasing your Shares by agreement are summarized under the Subsections 10.4 "Tax consequences of a redemption or purchase-by-agreement of Shares held outside an RRSP" and 10.5 "Tax consequences of the redemption of Shares from an RRSP or a RRIIF or on deregistration".

The table in Schedule 2 presents all the criteria set out in the Purchase-by-Agreement Policy and the conditions to comply with to be eligible.

8.3 What is the issuing, purchase or redemption price of the Shares?

The redemption or purchase Share price is equivalent to the issuing price and is set by the Board of Directors based on the net asset value of the Fonds de solidarité FTQ. Unless there are exceptional circumstances, including those provided for in the Policy for the Management of Extreme Cases when the performance of some assets of the Fonds de solidarité FTQ shows extreme fluctuations, such value is fixed in accordance with the Act, twice a year, at dates six months apart. Such value is based on net assets per Share audited in accordance with recognition and measurement criteria of the International Financial Reporting Standards (IFRS). This value is jointly audited by two independent auditing firms. The issuance, redemption or purchase-by-agreement price of the Share is published by press release within a few weeks of the end of each six-month period, namely, around June 23 and December 23 (see Section 11 "How are the purchase price and redemption price of the Shares determined?").

The current price the day the Fonds de solidarité FTQ redeems or purchases your Shares will be used, except in the case of the "Ineligibility for Tax Credits" and "Redemption within 60 Days" criteria, in which case the reimbursement is the value of the Shares when they were purchased.

When any redemption or purchase-by-agreement request is made, **the necessary documents must have been submitted to the Fonds de solidarité FTQ within 30 days**, failing which the request file will be closed and another request will have to be made. The redemption will be at the price in effect on the day the Fonds de solidarité FTQ redeems your Shares or the day the Fonds de solidarité FTQ authorizes the purchase of your Shares by agreement.

Shares redeemed or purchased by agreement during the transition period, which is between the end of each six-month period and the date of publication of the new redemption or purchase price

(the "Transition Period"), are redeemed or purchased at the current price per Share until the new redemption or purchase price is published.

If you submit a request for redemption for Shares held inside or outside an RRSP during the Transition Period under one of the "Retirement" or "65 years of age" criteria and you are in one of the following situations:

- you are already considered retired;
- you began your retirement during the Transition Period or within three months of the end of that period;
- you have reached 65 years of age or over.

You will then have two (2) options:

The first option allows you to wait until the new price is published (the "New Price") before Fonds de solidarité FTQ redeems your Shares, in which case, **it will pay you the most favourable of the two prices**, i.e., the current price at the time of the filing¹⁴ of your request with the Fonds de solidarité FTQ or the New Price. If you choose this option, you must make a redemption request, indicating as the **disbursement date the date of publication of the next change in share value** and wait until the New Price is determined and released by the Board of Directors of the Fonds de solidarité FTQ before receiving your payment.

Under the second option, you can choose not to wait until the date of publication of the new price to redeem your Shares. In the latter case, redemption will be made at the price in effect on the date of disbursement that you have indicated on this redemption form. Furthermore, the Fonds de solidarité FTQ will grant you the most favourable price between the current price or the New Price, if the disbursement is made more than 30 days after the date it received all the necessary documents to proceed with your redemption request.

If you wish to avail yourself of the first option described above, make sure to submit your redemption request before the end of the Transition Period.

If there are outstanding amounts in your account, these amounts will be deducted or claimed at the time your Shares are redeemed or purchased by agreement.

When a request to redeem your Shares or purchase them by agreement is accepted by the Fonds de solidarité FTQ because that request complies with the Act or the Fonds de solidarité FTQ's Purchase-by-Agreement Policy and the disbursement is made, when so provided, by cheque, the cheque must be cashed within six months of its issue date. After that time, the amount of the

¹⁴ Filing an application with the Fonds de solidarité FTQ means an application that is received at the offices of the Fonds de solidarité FTQ or by postmarked mail between the beginning of the six-month period and the date of publication of the new share price, i.e., between December 1 and on or about December 23 and between June 1 and on or about June 23.

disbursement resulting from the redemption or purchase-by-agreement will be deposited in a trust account and will be available at your written request. However, that amount then becomes seizable and could therefore benefit one of your creditors, including in the event of your bankruptcy. Moreover, if the amount was deposited in a trust account further to a Share purchase-by-agreement under the criterion "Recourse of a creditor", "Loss pertaining to principal residence" or "Extraordinary and unexpected expense necessary for the health of the shareholder, the shareholder's spouse or a dependent" for which the disbursement was made by cheque payable jointly to you and the creditor, you must prove that the claim for which you initially obtained the purchase-by-agreement still exists in order to obtain the amount of the said disbursement. A new cheque will then be issued jointly to you and the creditor. Should you fail to present such proof, the amount will be deposited in Shares in your account, at the current Share value.

09 Are the Fonds de solidarité FTQ's shares transferable?

The decision to transfer Shares from your RRSP to the Fonds de solidarité FTQ RRIF should be made after consulting your financial planner or advisor. Note that the Act does not allow you to transfer Shares to an individual retirement plan (IRP), a locked-in retirement account (LIRA) or a life income fund (LIF).

9.1 Can I transfer my Shares to another person?

The transfer of Shares (property) held in an RRSP or RRIF account by an annuitant in the RRSP or RRIF account of a former spouse is authorized under certain circumstances relating to the partition of patrimony between married spouses¹⁵ and in certain other circumstances when de facto (common law) spouses separate. The former spouse beneficiary is considered to be the initial purchaser for the purposes of redemption or purchase-by-agreement of the Shares and may therefore request the purchase-by-agreement of his or her Shares provided he or she meets one of the criteria of the Purchase-by-Agreement Policy. The issue date of the Shares thereby transferred is deemed to be the date of their subscription at the Fonds de solidarité FTQ. For more information, see Section 8 "When are the Fonds de solidarité FTQ's Shares redeemable?".

Such transfers of Shares in settlement of the rights arising from a marriage or a civil union are made on a tax-free basis.

In that respect, the former spouse beneficiary of a transfer of Shares into an RRSP or RRIF account is not entitled to a tax credit or an RRSP deduction.

It should be noted that a transfer authorized in a partition of family patrimony or separation of de facto spouses, is effected by Shares and the value of the Shares is determined on the transfer date.

9.2 Can I transfer my Shares to an RRSP?

You can only transfer your Shares to a Fonds de solidarité FTQ RRSP (yours or that of your spouse¹⁶) upon acquiring them or at a later date, and this transfer allows you, subject to the limits prescribed for the contributions to an RRSP, to deduct from the calculation of your income an amount equal to the fair value of your Shares (which corresponds to the redemption price then in effect) at the time of the transfer (see Section 11 "How are the purchase price and redemption price of the Shares determined?").

Shares you transfer to a Fonds de solidarité FTQ RRSP belonging to your spouse become his or her property.

If you would like to transfer your Shares into a Fonds de solidarité FTQ RRSP (yours or your spouse's¹⁷) when they are purchased, you must fill out and sign the "Enrolment Form", including the Section in the form to this effect.

Since September 1, 2017, transfers of Series 1 Shares held in a Fonds de solidarité FTQ RRSP account into a self-directed RRSP managed by a stockbroker or a financial institution are no longer possible.

Shareholders wishing to transfer Series 2 Shares to a Fonds de solidarité FTQ RRSP after they are purchased must complete and sign the "Transfer Request Form". The Fonds de solidarité FTQ will exchange Series 2 Shares for an equivalent number of Series 1 Shares and then make the transfer (see Subsection 10.2 "Tax consequences upon transfer to an RRSP").

9.3 Can I transfer my Shares to an RRIF?

You can transfer the Shares you hold in a Fonds de solidarité FTQ RRSP to an RRIF. There are no tax consequences if you transfer Shares already registered in a Fonds de solidarité FTQ RRSP to an RRIF. You may hold a Fonds de solidarité FTQ RRSP in which your Shares are deposited until age 71. For further information, contact the Canada Revenue Agency.

¹⁵ The civil union between two persons also entails the establishment of a family patrimony which may be divided in the case of nullity or dissolution of such union.

¹⁶ See footnote 9.

¹⁷ See footnote 9.

If you would like to transfer your Series 1 Shares into a Fonds de solidarité FTQ RRIF, you must fill out and sign the form requesting the opening of a Retirement Income Fund (RIF) available at our offices and you must comply with a redemption requirement as well as the requirement that at least 20 Shares be held (see Section 8 “When are Fonds de solidarité FTQ Shares redeemable?”). The RRIF minimum withdrawal tax rule will apply the year following the creation of the RRIF. Following the transfer of RRSP Shares into a RRIF, a periodic redemption of part of your Shares will ensure you receive retirement income.

Upon your death, your surviving spouse, where applicable, if he or she is designated as the beneficiary in your will, may have the RRIF registered in his or her name or, if he or she is less than 71 years old, transfer the assets of the RRIF into his or her RRSP with the Fonds de solidarité FTQ.

Since September 1, 2017, transfers of Series 1 Shares held in an RRSP or RRIF with the Fonds de solidarité FTQ into a self-directed RRIF managed by a securities dealer or another financial institution are no longer possible.

10 What are the tax consequences for shareholders?

The following is a summary of the principal tax implications affecting shareholders of the Fonds de solidarité FTQ. It does not constitute a tax or legal opinion for a given shareholder and you should not consider it as such. Tax consequences may vary according to your situation. You should seek advice from a specialist to help you understand the possible impact of an investment in the Fonds de solidarité FTQ, and in particular with respect to your right to receive potential amounts from the governments upon retirement, such as the federal Guaranteed Income Supplement.

You are responsible for ensuring that your subscriptions to the Fonds de solidarité FTQ are eligible for tax credits and RRSP-related deductions. An acquisition of Shares does not automatically entitle you to tax credits.

If changes are made to the tax provisions applicable to the Fonds de solidarité FTQ or its shareholders, the Fonds de solidarité FTQ will not change the content of this prospectus during the current issuance unless such changes constitute a material change of the rights of its shareholders within the meaning of securities regulations, as determined by it.

10.1 Labour-sponsored fund tax credits

For the 2023 taxation year, the Québec and federal tax credits total 30% given the 15% Quebec tax credit and the 15% federal tax credit.¹⁸

According to Québec and federal tax laws, for the 2023 taxation year, you may deduct from the income tax you have to pay a total amount equal to 30% of the amount paid to purchase the Fonds de solidarité FTQ's Shares during the year (or within 60 days following the end of the 2023 taxation year).

Only people who initially acquired Shares may take advantage of the tax credits available under Québec and federal tax laws. As a result, only the person who acquires Shares and who subsequently transfers them to an RRSP for the benefit of his or her spouse can claim the related tax credits.

For the 2023 taxation year, the maximum amount of tax reduction you may obtain using the two income tax credits is \$1,500 in total, which corresponds to a purchase of Shares having a monetary value of \$5,000. The total amount of the purchase price of shares in a labour fund which you can take into account in calculating these tax credits for a given tax year is \$5,000. Any portion of such tax savings that cannot be applicable in the taxation year in which you acquired the Shares may be used in the following taxation years for Québec income tax credit purposes, but not for federal income tax credit purposes.

- a) Under the *Québec Taxation Act*, no tax credit may be claimed for a taxation year in the following cases:
 - i) (i) if you have reached the age of 45 before the end of the year and have availed yourself of the right to retirement or early retirement; or
 - ii) if the Shares you acquired are held by a trust governed by an RRSP or a RRIF under which your spouse or former spouse is the annuitant and the latter has reached 45 years of age before the end of the year and has availed him or herself of a right to retirement or early retirement; or
 - iii) if, prior to the end of the year, you have reached the age of 65 or would have reached the age of 65 if not for your death; or
 - iv) if the Shares you acquired are held by a trust governed by an RRSP or a RRIF under which your spouse or former spouse is the annuitant and the latter has reached 65 years of age or would have reached 65 years of age in the year, but for his or her death; or

¹⁸ In its last budget in March 2023, the Government of Quebec announced that tax legislation will be amended so that an individual can no longer benefit from the tax credit related to a labour-sponsored fund to the extent that his or her taxable income is subject to the highest tax rate in the personal tax table for the reference taxation year. (See the Quebec budget of March 21, 2023. The reference taxation year corresponds to the second calendar year preceding the taxation year for which an individual claims the tax credit for a contribution to a labour-sponsored fund). This amendment will apply to taxation years after the 2023 taxation year, in respect of Shares acquired after December 31, 2023. For example, for the 2024 taxation year, only individuals whose taxable income for the 2022 taxation year did not exceed the \$112,655 threshold will be eligible for the labour-sponsored fund tax credit. As a result of some of these changes, it is expected that the Fond's incorporating legislation will be amended effective June 1, 2024.

- v) if you have requested the redemption of your Shares within 60 days of the date of their subscription or the first deduction from your salary during the year or within 120 days thereafter; or
- vi) if you are disabled and have asked that the Fonds de solidarité FTQ redeem your Shares because of such disability, for the Shares purchased after the time when such a redemption request was submitted;
- vii) if you contribute to a spousal RRSP for your spouse or former spouse, and the latter has requested a redemption of Shares by the Fonds de solidarité FTQ for reasons of disability, for the Shares contributed to your spouse or former spouse's RRSP after the time when such a redemption request was submitted.

You are deemed not to have taken advantage of the right to retirement or early retirement if all your income from employment and a business for the year exceeds \$3,500 and you have not, **before the end of the year in which you have requested the credit**, reached age 65 or obtained the redemption of all or part of your Shares.

- b) Under the federal legislative measures, **a federal tax credit will only be granted to you if you are also entitled to the Québec tax credit.**

10.2 Tax consequences upon transfer to an RRSP

The transfer of your Shares through a contribution to your RRSP or your spouse's RRSP allows you to deduct from the calculation of your income an amount equal to their fair value at the time of the transfer (which corresponds to the redemption price at that time) (see Section 11 "How are the purchase price and redemption price of the Shares determined?"). The fair value of your Shares at the time of transfer may be different from their purchase price, i.e., the amount you paid for them.

This deduction in calculating your income will be allowed within the prescribed limits for contributions to an RRSP, both federally and in Québec. You can therefore benefit from a tax reduction based on your marginal tax rate (federally and in Québec).

The transfer of your Shares to an RRSP entails a disposition of your Shares for tax purposes whereby a capital gain or loss may arise if the value of your Shares at the time of transfer differs from their purchase price. When a capital gain results from such a transfer, 50% of this gain is taxable.¹⁹ However, if the transfer gives rise to a capital loss, this loss is deemed to be nil for tax purposes.

10.3 The Home Buyers' Plan and the Lifelong Learning Plan

You can still acquire Shares, even if you took advantage of a purchase-by-agreement in accordance with the criteria "Access to Home Ownership" within the context of Home Buyers' Plan or

the "Return to School" criterion within the context of the Lifelong Learning Plan, unless you must comply with a subsequent acquisition time limit because you effected a purchase-by-agreement under another criterion in Schedule 2.

If you subscribe for Shares between the time of purchase-by-agreement and the prescribed date of repayment of the Shares thereby redeemed, you are eligible for the tax credits they will give you. However, once the repayment period has begun, you may benefit from the tax credits only after having made the annual acquisitions of replacement Shares prescribed by the *Québec Taxation Act*. When an annual repayment amount is due, the Fonds de solidarité FTQ considers any subscription received up to that amount as an acquisition of reinvestment Shares. No credit is allowed on the purchase of reinvestment Shares. If the total subscriptions exceed the amount of the prescribed repayment, tax credits are allowed on the excess. It is your responsibility to ensure that you comply with the tax laws which determine repayments made under these plans. Each year, the Fonds de solidarité FTQ sends the shareholders concerned a statement of acquisitions of replacement shares.

10.4 Tax consequences of a redemption or purchase-by-agreement of Shares held outside an RRSP

The redemption or purchase-by-agreement of your Shares entails a disposition of your Shares for tax purposes whereby a capital gain or loss may result if the value of your Shares at the time of redemption or purchase-by-agreement differs from the amount paid to acquire them, and they were not registered in an RRSP or a RRIF. Half of the capital gains realized following a redemption or purchase-by-agreement are taxable. If a capital loss results following a redemption or purchase-by-agreement, this loss is reduced for tax purposes up to the amount of each tax credit obtained at the time the Shares which triggered the capital loss were acquired.

10.5 Tax consequences of the redemption of Shares from an RRSP or a RRIF or on deregistration

Redemption of Shares from an RRSP or a RRIF

Subject to compliance with the Purchase-by-Agreement Policy and the Act, you or your spouse can ask for the redemption or purchase-by-agreement of Series 1 Shares held in an RRSP or a RRIF. The proceeds of the Share redemption must be included in your income, except in the case of the Home Buyers' Plan and the Lifelong Learning Plan. If, during a year, your spouse requests the redemption of the Shares in his or her spousal RRSP and you have contributed to a spousal RRSP for your spouse during that year or one of the two preceding taxation years, you might have to include in your income all or part of the proceeds of redemption of the Shares. In such situations,

¹⁹ It is your responsibility to include any taxable capital gains resulting from the transfer in your tax returns.

the Fonds de solidarité FTQ might take a deduction at source from the proceeds of redemption of the Shares, as required by tax laws.

Deregistration

You can also ask for the deregistration²⁰ of Series 1 Shares held in your RRSP. The Fonds de solidarité FTQ will exchange Series 1 Shares for Series 2 Shares. If it is the first time you have held Series 2 Shares, please see the Section 6 “How can I subscribe for shares offered by the Fonds de solidarité FTQ?”. Generally, the value of the Shares so deregistered must be included in your income. If the government has not abolished the deduction at source and the deregistration is not accompanied by a payment, the Fonds de solidarité FTQ will ask you for a sum of money to cover the deduction at source required according to tax laws.

11 How are the purchase price and redemption price of the Shares determined?

The valuation of the Shares is determined based on the net assets per Share audited which is established in accordance with recognition and measurement criteria of the International Financial Reporting Standards (IFRS). The Board of Directors uses the net assets per Share audited in accordance with recognition and measurement criteria of the IFRS, for the purpose of fixing prices for redeeming the Shares and purchasing them by agreement (collectively designated “Redemption Price”). The significant accounting policies and critical accounting estimates and judgments that have an impact on Share value are outlined in Notes 2 and 3 of the Fonds de solidarité FTQ’s Financial Statements, which will be available on its website and under the Fonds de solidarité’s profile on SEDAR no later than on August 29, 2023. A copy of the Financial Statements will be sent to you free of charge upon request. Reasonable fees may apply should a person who is not a Fonds de solidarité FTQ shareholder wish to obtain certain documents.

Thus, both purchase and redemption prices published could not always be equivalent to the net assets per Share, which vary constantly with respect to the fair value of the Fonds de solidarité FTQ’s assets and liabilities, while the published prices usually set twice a year correspond to net assets per Share on May 31 or November 30. It is not obligated to fix issue and redemption prices more than twice a year at dates six months apart. The Act allows the Fonds de solidarité FTQ’s Board of Directors to determine other redemption prices in the course of a year on the basis of an internal valuation that, in each case, is supported by a public accountant’s special report confirming continued adherence to Canadian generally accepted accounting principles and methods used to establish the fair value of its capital development and other Fonds de solidarité FTQ investments, for the

purpose of setting the redemption price of the Shares. So far, the Fonds de solidarité FTQ has not exercised this right.

Nevertheless, the Fonds de solidarité FTQ adopted a Policy for the Management of Extreme Cases. The goal of this policy is to determine whether it is necessary to exceptionally reevaluate the price of the Fonds de solidarité FTQ’s Class “A” and Class “C” Shares in the course of the six-month period if the performance of some of its assets shows extreme fluctuations. In the event of an exceptional revaluation in the course of the six-month period that would be triggered by the application of the Policy for the Management of Extreme Cases, such revaluation would not be a standard exhaustive revaluation, but rather a fragmentary update of the valuations based on the same valuation principles as those currently used for semi-annual valuations, which would be prepared or reviewed by qualified valuers reporting to the office of the Executive Vice-President, Finance of the Fonds de solidarité FTQ, the whole in accordance with applicable laws. Pursuant to a mid-year evaluation under the Extreme Case Management Policy and in the event that the Board of Directors decides to reprice the Class “A” Shares and the Class “C” Shares, the Fonds de solidarité FTQ will issue a press release announcing this new price. The policy for the management of extreme cases helps mitigate the arbitrage and inequity risks resulting from trading in units of the FlexiFonds Funds or shares of the Fonds de solidarité FTQ as a result of the spread between the value of the Fonds de solidarité FTQ’s assets and the value used for the purpose of determining the value of the Fonds’ units.

The first six-month period begins on June 1 and ends on November 30 and the net assets per Share is set based on the financial information available at that latter date, and is published on or about December 23. The fiscal year ends on May 31 and the net assets per Share is set based on the financial information available at that date, and is published on or about June 23.

The net assets per Share have evolved over the past 10 years as follows:

Year	As at May 31	As at November 30
2013	\$27.98	\$29.21
2014	\$30.29	\$31.36
2015	\$33.26	\$33.59
2016	\$34.73	\$36.11
2017	\$37.88	\$39.32
2018	\$40.73	\$41.61
2019	\$43.90	\$46.20
2020	\$44.24	\$49.11
2021	\$53.21	\$55.77
2022	\$52.61	\$53.33
2023	\$54.73	-

²⁰ Deregistration of Shares does not necessarily lead to their redemption because, if requested, a redemption must first qualify under the Act or the Purchase-by-Agreement Policy (see Section 8 “When are the Fonds de solidarité FTQ’s Shares redeemable?”).

During the twelve-month period preceding the date of this short form prospectus, namely from July 1, 2022 to June 12, 2023, the Fonds de solidarité FTQ issued 20,256,388.0167 Shares, of which 10,529,888.7629 Shares were issued at a price of \$52.61 per Share, and 9,726,499.2538 Shares at a price of \$53.33 per Share.

12 How are the profits distributed?

The Fonds de solidarité FTQ's policy is to reinvest all the annual income derived from its operations. It does not plan to pay dividends to its shareholders.

13 What kind of information is given to shareholders?

At any time, upon request, the Fonds de solidarité FTQ will issue to you a portfolio summary which confirms the number of Shares you own and their total value, free of charge.

The Fonds de solidarité FTQ will send you:

- a) generally in August
 - a notice of the annual general meeting of shareholders, together with a proxy form, which includes an extract of the audited financial statements and a reply card;
 - a confirmation of the number of Shares you hold and the total value they represent (which corresponds to the Share value then in effect). This confirmation is in lieu of a Share certificate;
 - a shareholder's portfolio summary.
- b) generally in January
 - a portfolio summary including, among other things, a complete statement of your transactions.

Some of these documents may be sent electronically. You can ask the Fonds de solidarité FTQ to do so on its website [fondsftq.com](https://www.fondsftq.com). The Management Proxy Circular may be consulted on the Fonds de solidarité FTQ website and on its SEDAR profile in addition to being sent to shareholders upon request.

14 What rights do shareholders have?

The Fonds de solidarité FTQ is required to redeem your Shares at the price at which you purchased them, provided you make a written request within 60 days of the date of your subscription or of your first

payroll deduction, as the case may be, by completing the required Fonds de solidarité FTQ form. Under these circumstances, the Fonds de solidarité FTQ will reimburse you all amounts paid for the purchase of your Shares within 30 days of receiving your request. Income tax may be withheld if your Shares were registered in an RRSP. See Section 7 "What are the characteristics of the Shares?" for more information about the rights attached to Shares.

The purpose of the Act respecting the protection of personal information in the private sector is to protect personal information and the right to privacy. The Fonds de solidarité FTQ subscribes fully to this objective and makes all necessary efforts to ensure that proper security measures are in place to ensure the protection of your personal information and the compliance with all legislative provisions concerning the collection, possession, use and communication of personal information as well as the use of electronic means to file and communicate information. The personal information that you or your employer provide to the Fonds de solidarité FTQ is stored on secure computerized files. This personal information is used for a number of purposes, as more fully described in the consent you provide at the time of enrolment and also in the Privacy Notice available at <https://www.fondsftq.com/fr-ca/informations/avis-legal/politique-de-renseignements-personnels> (the "Privacy Notice"). Please refer to this Notice for more information on applicable privacy practices.

You have the right to consult your personal information file and, if you wish, obtain a copy of such file. You also have the opportunity to correct and supplement this information as required, the whole in accordance with the procedure described in the Privacy Notice.

15 Right of rescission and civil sanctions

The Québec *Securities Act* provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within 2 business days after receipt of a prospectus and any amendment. This Act further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus contains a misrepresentation or is not delivered to the purchaser. These rights must be exercised within certain time limits. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal adviser.

Lastly, the Fonds de solidarité FTQ has a complaint processing procedure which allows you to submit your concerns. Please contact the Fonds de solidarité FTQ's Saving Services where applicable.

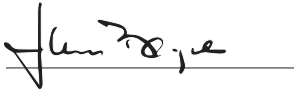
Fonds de solidarité FTQ

Certificate of issuer and investment fund manager

Dated: June 23, 2023

This short form prospectus, together with the documents incorporated by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of the Province of Québec.

President and Chief
Executive Officer,



Janie C. Béïque

Executive Vice-President,
Finance,



Dino Rambidis

On behalf of the Board of Directors of the Fonds de solidarité FTQ
in its capacity as issuer and investment fund manager

Chair,



First Vice-Chair,



Schedule 1 Redemption criteria prescribed by the Act

Criteria	Requirements	Documents required	Eligible shares
65 years of age	The shareholders must be 65 years of age.	The Fonds de solidarité FTQ form which includes the "Shareholder's Solemn Declaration" that he or she is 65 years of age or older.	All Shares held for at least 730 days.
Retirement between ages 60-64 AND beneficiary of a pension from the Québec Pension Plan or an equivalent plan¹	The shareholder must be at least 60 years of age, receive or be set to receive ² , within three months of the request, a pension from the Québec Pension Plan or an equivalent plan.	The Fonds de solidarité FTQ form AND a copy of proof of payment of pension benefits under the Québec Pension Plan or an equivalent plan such as: → notice of acceptance; → pension cheque; → confirmation that the pension has been changed; → Relevé 2 or T4A slip.	All Shares held for at least 730 days.
Retirement between ages 55-64 AND beneficiary of retirement benefits	The shareholder must be at least 55 years of age, receive or be set to receive ² within three months of the request, a life annuity under a pension plan, an annuity under a registered retirement savings plan or a deferred profit-sharing plan or payments under a registered retirement income fund, unless such annuity or payment is received because of the death of his or her spouse.	The Fonds de solidarité FTQ form AND a copy of proof of payment of one of the following retirement benefits, such as a pension cheque, Relevé 2 or T4A slip: → pension benefits under an employer's pension plan or a declaration by the employer confirming the retirement; → periodic payments ³ under a registered retirement income fund (RRIF – LIF); → annuity under a deferred profit-sharing plan (DPSP); → pension under a registered retirement savings plan (RRSP).	All Shares held for at least 730 days.
Retirement between ages 50-64 as a result of termination of employment	The shareholder must be at least 50 years of age, have contributed to the Québec Pension Plan for at least one year and ceased working or be set to cease ² working within three months of the request AND his or her estimated earned income for the 12 month period following retirement will not exceed 25% of the maximum pensionable earnings ⁴ set for the year of the application under the <i>Act respecting the Québec Pension Plan</i> .	The Fonds de solidarité FTQ form containing a section "Shareholder's Solemn Declaration" stating that the shareholder's estimated earned income for the 12 months following the day of the retirement does not exceed 25% of the maximum pensionable earnings set for the year of the application under the <i>Act respecting the Québec Pension Plan</i> . AND proof that the shareholder contributed to the Québec Pension Plan for at least one year. This proof may be made by one of the documents mentioned below, provided that the periods worked for the year of the request are at least for one year, or through a statement of participation in the Québec Pension Plan AND If the shareholder has permanently ceased working: for an <i>employee</i> , ⁵ provide a copy of the latest record of employment or a declaration from the employer confirming the end of employment OR for a <i>self-employed worker</i> , ⁶ provide a confirmation of termination of activities, such as a copy of the Notice of Striking Off of the business, a copy of an Amending Notice applicable to professional insurance or a copy of the termination of the contracts OR for an <i>owner of a business</i> , ⁸ provide a copy of a document stating the closure of the business, such as a Notice of dissolution, an Amending Declaration, a Deed of sale OR If the shareholder has not terminated his or her employment relationship yet but has ceased working: a copy of one of the following documents: → employer's declaration that the shareholder has taken pre-retirement leave; ⁷ → employer's declaration that the shareholder is on disability leave with wage insurance, the benefits of which do not exceed 25% of the maximum pensionable earnings under the <i>Act respecting the Québec Pension Plan</i> . ⁴	All Shares held for at least 730 days.

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 1 Redemption criteria prescribed by the Act

Criteria	Requirements	Documents required	Eligible shares
Phased retirement between ages 50-64	The shareholder must be at least 50 years of age, have contributed to the Québec Pension Plan for at least one year and signed an agreement with the employer ⁸ providing for a 20% reduction in regular work time until retirement.	The Fonds de solidarité FTQ form AND a copy of the agreement with the employer specifying: → the date phased retirement begins; → at least a 20% reduction in regular work time along with confirmation of income ⁹ before and after phased retirement; → the scheduled retirement date.	All Shares held for at least 730 days. Shares purchased after the beginning of the phased retirement agreement cannot be redeemed under this criterion. Disbursement equivalent to the lesser of the declared salary loss for the year or the account balance, divided by the number of years left before full retirement, as established at the first time of the first redemption request. Each year, the shareholder must submit a redemption request and must once again prove that he or she is still in the process of taking phased retirement. A minimum interval of one year will be required between each disbursement.
Retirement between ages 45-54 AND beneficiary of retired benefits under an employer's registered pension plan	The shareholder must be at least 45 years of age, have taken or be set to take ² , within three months of the request, early retirement under the employer's registered pension plan AND his or her estimated earned income for the 12-month period following the beginning of his or her retirement will not exceed 25% of the maximum pensionable earnings ⁴ set for the year of the application under the <i>Act respecting the Québec Pension Plan</i> .	The Fonds de solidarité FTQ form containing a section "Shareholder's Solemn Declaration" stating that the shareholders estimated earned income for the 12 months following the day of the retirement will not exceed 25% of the maximum pensionable earnings set for the year of the application under the <i>Act respecting the Québec Pension Plan</i> . AND a copy of one of the following documents confirming the retirement: → employer's declaration confirming the shareholder's retirement along with a copy of the text of the employer's registered pension plan; → payment of retirement benefits such as a pension cheque, Relevé 2 or T4A.	All Shares held for at least 730 days.
Severe and prolonged disability (physical or mental) resulting in permanent unfitness for work	The shareholder is less than 60 years old and has become incapable of pursuing any substantially gainful occupation OR the shareholder is 60 years or older and has become incapable of pursuing the substantially gainful occupation held at the time the shareholder ceased working due to disability.	The Fonds de solidarité FTQ form AND a copy of one of the following documents attesting the severe and prolonged disability: → notice of acceptance from the Québec Pension Plan as a beneficiary of a disability pension; OR → declaration from a physician attesting to the severe and prolonged disability, which results in permanent unfitness for work.	All Shares.

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 1 Redemption criteria prescribed by the Act

Criteria	Requirements	Documents required	Eligible shares
Death	The person ¹⁰ to whom the Shares were assigned by succession must submit a written request for redemption.	Written request ¹⁰ AND proof of the shareholder's death (attestation of death by a physician, death certificate issued by a thanatologist or a copy of the death certificate issued by the government) AND the original or true copy (certified photocopy) of the will* and marriage contract if it contains a testamentary provision, or, in the absence of the above-mentioned documents, a sworn declaration of transmission by death AND document showing testamentary search with the Registre des dispositions testamentaires et des mandats du Québec. * Probate of the will is required if it is a holograph will or a will made before witnesses.	All Shares (cheque in the name of the estate or transfer to another registered plan ¹¹).
Death of the person who contributed to a spousal RRSP	The shareholder who is the beneficiary of a spousal RRSP may request the redemption of the Shares included in such RRSP, if the person who contributed to such spousal RRSP dies.	Written request AND proof of the death of the person who contributed to such RRSP (attestation of death by a physician, death certificate issued by a thanatologist or a copy of the death certificate issued by the government).	All Shares.
Redemption within 60 days of the subscription	The request made by the person who acquired Shares from the Fonds de solidarité FTQ must be received within 60 days of the subscription. However, if the subscription is through payroll deduction, the request must be received within 60 days of the first deduction.	The Fonds de solidarité FTQ form	All eligible Shares.

The following notes do not form an integral part of the *Redemption Criteria Prescribed by the Act*. Rather, they serve to specify certain information or guide the interpretation thereof and may be amended from time to time at the discretion of the Fonds de solidarité FTQ.

1. "Equivalent plan" means the Canada Pension Plan. This equivalent plan covers persons having worked outside Québec and has similar provisions to the Québec Pension Plan.
2. A shareholder who is at least 45 years of age and who benefits solely from a spousal RRSP may qualify under this criterion, provided such shareholder can show that he or she is in fact retired and complies with the conditions of such criterion OR such shareholder can show that he or she has not held a paid job or carried on a business during the 730 days preceding the redemption request submitted to the Fonds AND that the person who is his or her spouse satisfies the conditions of this criterion. Unless indicated otherwise, for the purpose hereof, the definition of "spouse" is that set out in the Québec *Taxation Act*, which includes both same-sex and opposite-sex spouses.
3. The meaning of periodic payment is a payment payable at least 4 times a year. This proof, i.e. a quarterly statement or written confirmation that the RRIF is actually constituted and replenished or that the first payment has already been made, must be dated less than 1 year when it is received by the Fonds de solidarité FTQ.
4. For 2023, the maximum pensionable earnings are set at \$66,600.
5. If the proof confirming the end of employment is dated more than 730 days prior to the Fonds de solidarité FTQ's receipt of the request, the shareholder must also provide a statement of participation in the Québec Pension Plan that is less than 90 days old proving the absence of earnings or earnings that do not exceed 25% of the maximum pensionable earnings under the *Act respecting the Québec Pension Plan* (namely 25% of \$66,600 = \$16,650 for 2023) for all of the years that have elapsed since the end of employment.
6. In such a case, the shareholder must still show that the employment ended within 730 days of the date the request is received by the Fonds de solidarité FTQ.
7. Pre-retirement leave is leave granted by the employer while the shareholder remains on the payroll, for example, when the shareholder decides to use up all his or her sick leave before officially retiring.
8. The shareholder must be employed as a paid employee and, if he or she has more than one employer, he or she must make arrangements with these employers to reduce his or her regular working hours by at least 20%.
9. "Income" means gross annual income before and after phased retirement begins.
10. The written request for redemption must be signed by the liquidator of the estate, a notary or a lawyer legally mandated to settle the estate or a representative of Revenu Québec's unclaimed property directorate (*Direction des biens non réclamés*).
11. To simplify the estate representative's work, transfers to other financial institutions' registered plans could be carried out through a Fonds de solidarité FTQ's registered plan under the surviving spouse's name.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Ineligibility for tax credits	The shareholder must have purchased Shares without being entitled to Québec and federal tax credits, unless the credit was refused because the amount contributed exceeded the maximum allowed under applicable tax legislation.	The Fonds de solidarité FTQ form AND proof that the tax credits were claimed and refused by the Québec and federal governments OR proof ¹ that the tax credits could not be claimed in Québec and at the federal level for one of the following reasons: → no income tax was payable by the shareholder → the shareholder is retired and his or her employment income for the relevant taxation year is below \$3,500 → the shareholder is a non-resident. ²	All Shares purchased while the shareholder was not eligible for tax credits.	Once the shareholder is eligible for tax credits.	A single payment equal to the value of the eligible Shares. The disbursement is made for the value of the Shares at the time they were acquired. Transfer to another plan is permitted.
Return to school on a full-time basis for a minimum period of three months in a designated educational institution	The shareholder or his or her spouse,³ must have returned to full-time studies and be registered in a training program offered by a designated educational institution requiring at least three months of schooling AND must not have been a full-time student in such program ⁴ at the time of his or her enrollment with the Fonds de solidarité FTQ AND cannot submit a request under the "Return to School" criterion if, during his or her studies, the student receives non-refundable grants or financial support from government programs or any other income, including employment income exceeding 75% of his or her employment income before his or her studies began AND must agree to make his or her repayments to the Fonds de solidarité FTQ, ⁷ in order to benefit from the government continuing education assistance programs ⁵ .	If the shareholder or his or her spouse has already begun studying The Fonds de solidarité FTQ form which includes the "Declaration by Educational Institution". If the shareholder or his or her spouse has not yet begun studying⁶ The Fonds de solidarité FTQ form and confirmation from the designated educational institution of registration for full-time studies, the program start date and its duration AND a copy of the tuition fee statement, including proof that 50% of the fees or a minimum of \$500 was paid AND in order to benefit from the government continuing education assistance programs, provide the duly completed and signed Canada Revenue Agency form in order to avoid the deductions at source that would normally apply.	All Shares held for at least two years. Shares purchased after returning to school cannot be redeemed under this criterion.	At any time.	A single payment equal to the value of the eligible Shares, up to a maximum of \$10,000 gross for a return to studies of less than six months OR a maximum of two instalments equal to the value of the eligible Shares, up to a maximum of \$20,000 gross for a single return to studies of six months or more.

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Access to home ownership	<p>The shareholder must be eligible for the Home Buyers' Plan (HBP) by withdrawing funds from an RRSP⁸</p> <p>AND</p> <p>must agree to make the repayments to the Fonds de solidarité FTQ.⁷</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>Canada Revenue Agency's form</p> <p>AND</p> <p>one of the following proofs of purchase indicating the address of the property:</p> <p>For the purchase of an existing home</p> <p>→ the accepted offer to purchase⁹ in the shareholder's name, duly signed by the relevant parties.</p> <p>For the purchase of a factory built / prefabricated home</p> <p>→ the purchase agreement of the factory-built home/prefabricated home in the shareholder's name, duly signed by the relevant parties.</p> <p>For the purchase of a mobile home</p> <p>→ the purchase agreement of the mobile home in the shareholder's name, duly signed by the relevant parties</p> <p>AND</p> <p>→ proof that the shareholder owns the land or rental agreement for at least one year with supporting lease.</p> <p>For the purchase of a new home</p> <p>→ a preliminary purchase agreement (equivalent to the offer to purchase), duly signed by the relevant parties.</p> <p>For the autoconstruction of a house by the shareholder</p> <p>→ a building permit duly issued by the municipality in the shareholder's name confirming the construction of a new home</p> <p>AND</p> <p>→ proof that the shareholder owns the land.</p>	<p>All Shares issued and held in an RRSP or spousal RRSP for at least 90 days, up to the maximum amount allowed by the plan.</p>	<p>At any time.</p>	<p>A maximum of two instalments equal to the value of the eligible Shares, up to the maximum amount allowed by the plan.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Loss pertaining to principal residence	<p>The shareholder must show that there was a loss¹⁰ without indemnification or with partial indemnification</p> <p>AND</p> <p>must declare financial inability to pay for the consequences of the loss¹¹</p> <p>AND</p> <p>must have liquidated and used up all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p>	<p>The Fonds de solidarité FTQ form which includes a section entitled "Shareholder's Solemn Declaration" attesting to the financial inability to pay the consequences of the loss</p> <p>AND</p> <p>proof of the loss :</p> <ul style="list-style-type: none"> → a fire → water damage → a natural catastrophe → a breakage or safety defect of equipment causing damages to the principal residence → a deficiency or defect in the foundation or structure of the residence to such an extent that it endangers the health or safety of the occupants <p>AND</p> <p>proof of partial indemnification or absence of indemnification</p> <p>AND</p> <p>proof of the costs related to the loss for the repair or replacement¹⁵ of the assets damaged by the loss</p> <p>AND</p> <p>proof that all redeemable family investments have been liquidated and used up to pay part of the costs related to the loss or that the family investments are not redeemable.</p>	All Shares held.	One year after purchase by the Fonds de solidarité FTQ.	<p>A net payment¹⁶ equal to the amount required to cover a substantial part of the cost to replace¹⁵ the asset.</p> <p>Cheque payable jointly to the shareholder and the creditor (if applicable).</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
<p>Decrease in gross income of 30% or more for a minimum period of two consecutive months caused by the dissolution of a union¹⁷</p>	<p>The shareholder must show that he or she is in a position of decreasing income caused by the dissolution of a union which occurred less than a year ago¹⁸</p> <p>AND</p> <p>must show a decrease of at least 30% in the shareholder's family income²¹ for a minimum period of two consecutive months¹⁹</p> <p>AND</p> <p>must have liquidated all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>proof of the dissolution of a union which has occurred less than a year ago</p> <p>→ confirmation of the dissolution of the union by a notary, a lawyer or a mediator</p> <p>→ proof of the change in marital status with the Canada Revenue Agency²⁰</p> <p>→ divorce judgment</p> <p>→ agreement on corollary relief</p> <p>AND</p> <p>record of all gross family income²¹ for a full month²⁷ prior to the decrease in income</p> <p>AND</p> <p>recent record of all gross family income²¹ during the period of decrease in income for two full consecutive months²²</p> <p>OR</p> <p>proof of absence²³ of income for two full consecutive months, as applicable</p> <p>AND</p> <p>proof that redeemable investments have been liquidated or cannot be redeemed.</p>	<p>All Shares held.</p> <p>Shares purchased after the dissolution of the union cannot be redeemed under this criterion.</p>	<p>One year after purchase by the Fonds de solidarité FTQ.</p>	<p>A maximum of two disbursements paid out at the latest during the year following the dissolution of the union, up to a maximum net amount¹⁶ of \$15,000 for a single dissolution of union.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
<p>Decrease in net income of the shareholder or his or her spouse³ by 20% or more for a minimum period of two consecutive months</p>	<p>The shareholder or his or her spouse³ must show that he or she has been affected by one of the following events²⁴ which causes a decrease in income for a minimum period of two consecutive months,¹⁹ namely:</p> <ul style="list-style-type: none"> → loss of employment or loss of the sole contract on which the shareholder or his or her spouse worked for a minimum of 28 hours per week, and this, for at least two months; → the involuntary reduction in regular work hours at a job at which the shareholder or his or her spouse worked for at least two months; → the involuntary decrease or termination of income replacement benefits that the shareholder or his or her spouse had been receiving for at least two months <p>AND must show that the net income²⁵ has decreased by 20% or more for a minimum period of two consecutive months¹⁹</p> <p>AND must have liquidated all redeemable investments¹² (including any other RRSP)¹³ the purchase of the Shares being the last resort¹⁴</p> <p>AND For subsequent applications the shareholder must show that the event invoked still exists and that net income has decreased by 20% or more for a new minimum period of two consecutive months.¹⁹</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND For the loss of employment or end of the sole contract</p> <ul style="list-style-type: none"> → employment record confirming the end of the last employment → letter from the employer confirming the end of the last employment or the end of the sole contract → letter from the employer confirming the involuntary decrease of the hourly rate → proof of the involuntary closure of the business of the shareholder or that of his or her spouse if such spouse was an employee thereof → proof of regular employment insurance, employment assistance or income security benefits for at least two months; → proof of ineligibility to regular employment insurance benefits <p>For the involuntary reduction in regular work hours</p> <ul style="list-style-type: none"> → letter from the employer confirming the involuntary reduction in regular work hours → letter from the employer confirming the unpaid suspension → proof of the loss of employment at which the shareholder or his or her spouse worked less than 28 hours per week → proof of multiple lay-offs in the last two months <p>For the involuntary decrease or termination of income replacement benefits</p> <ul style="list-style-type: none"> → proof of the involuntary decrease or termination of income replacement benefits²⁴ (CNESS, SAAQ, employment insurance, disability insurance, income security, employment assistance, etc.) <p>AND proof of all net income or net benefits prior to the decrease in income for a full month²⁷</p> <p>AND recent proof of all net income or net benefits for the period of decrease in income for two full consecutive months²²</p> <p>OR recent proof of absence of income²³ for two full consecutive months, as applicable</p> <p>AND proof that all redeemable investments have been liquidated or cannot be redeemed.</p> <p>AND If the decrease in income involves the shareholder's spouse proof of all net family income²¹ or net family benefits²⁶ for a full month²⁷ prior to the decrease in income</p> <p>AND recent proof of all net family income²¹ or net family benefits for the period of decrease in income for two full consecutive months²²</p> <p>OR recent proof of absence of family income²³ for two full consecutive months, as applicable</p> <p>AND proof that all redeemable family investments have been liquidated or cannot be redeemed.</p>	<p>All Shares held. Shares purchased after the decrease in net income cannot be redeemed under this criterion.</p>	<p>One year after purchase by the Fonds de solidarité FTQ.</p>	<p>Maximum payments not exceeding a net value¹⁶ of \$5,000 each, at a minimum two-month interval between each payment</p> <p>OR upon the initial request under the event invoked, a single payment equal to the total value of the account,²⁸ provided such value is under \$10,000 gross.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
<p>Decrease in gross income of the shareholder or his or her spouse³ by 30% or more for a minimum period of two consecutive months caused by a temporary disability</p>	<p>The shareholder or his or her spouse³ must be in a position of decreasing income caused by a temporary disability²⁴</p> <p>AND</p> <p>must show that the gross income has decreased by 30% or more for a minimum period of two consecutive months²⁹</p> <p>AND</p> <p>must have liquidated all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p> <p>AND</p> <p>For subsequent applications</p> <p>the shareholder must show that he or she, or his or her spouse, is still temporarily disabled and that gross income has decreased by 30% or more for a new minimum period of two consecutive months.²⁹</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>a recent medical certificate attesting to the disability for a minimum period of two consecutive months</p> <p>AND</p> <p>proof of all gross income for a full month²⁷ prior to the decrease in income</p> <p>AND</p> <p>recent proof of all gross income for the period of decrease in income for two full consecutive months²²</p> <p>OR</p> <p>recent proof of absence of income²³ for two full consecutive months, as applicable</p> <p>OR</p> <p>recent written confirmation from the shareholder's or the shareholder's spouse's employer or insurer attesting to the payment of disability benefits causing a decrease of 30% in gross income for a minimum period of two consecutive months²²</p> <p>AND</p> <p>proof that all other redeemable investments have been liquidated or cannot be redeemed</p> <p>AND</p> <p>if the decrease in net income involves the shareholder's spouse</p> <p>proof of all gross family income²¹ for a full month²⁷ prior to the decrease in income</p> <p>AND</p> <p>recent proof of all gross family income²¹ for the period of decrease in income for two full consecutive months²²</p> <p>OR</p> <p>recent proof of absence of family income²³ for two full consecutive months, as applicable</p> <p>AND</p> <p>proof that all redeemable family investments have been liquidated or cannot be redeemed.</p>	<p>All Shares held.</p> <p>Shares purchased after the temporary disability cannot be redeemed under this criterion.</p>	<p>One year after purchase by the Fonds de solidarité FTQ.</p>	<p>Maximum payments not exceeding a net value¹⁶ of \$5,000 each, at a minimum two-month interval between each payment</p> <p>OR</p> <p>upon the initial request under the disability invoked, a single payment equal to the total value of the account,²⁸ provided such value is under \$10,000 gross.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Involuntary decrease of 20% or more in net income derived from self-employment for a minimum period of six consecutive months	<p>The shareholder or his or her spouse³ is self-employed</p> <p>AND</p> <p>must show that the decrease in net income is involuntary and not cyclical</p> <p>AND</p> <p>must show that the net income after the involuntary decrease has decreased by 20% or more for a minimum period of six consecutive months³⁰</p> <p>AND</p> <p>must have liquidated all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p> <p>AND</p> <p>For subsequent applications</p> <p>the shareholder or his or her spouse must show that the involuntary decrease still exists and that net income has decreased by 20% or more for a new minimum period of six consecutive months.³⁰</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>recent confirmation from clients of cancellation or termination of contracts or reduction in the number of contracts</p> <p>AND</p> <p>recent proof of all net income²⁵ for the period of involuntary decrease in income for six full consecutive months³⁰ or proof of absence of income,²³ as applicable</p> <p>AND</p> <p>proof of all net income for the same period last year</p> <p>AND</p> <p>proof that all redeemable investments have been liquidated or cannot be redeemed</p> <p>AND</p> <p>if the involuntary decrease in income involves the shareholder's spouse</p> <p>recent proof of all net family²¹ income²⁶ for the period of involuntary decrease for six full consecutive months³⁰ or proof of absence of family income,²³ as applicable</p> <p>AND</p> <p>proof of all net family income²¹ for the same period last year</p> <p>AND</p> <p>proof that all redeemable family investments have been liquidated or cannot be redeemed.</p>	All Shares held. Shares purchased after the involuntary decrease in net income cannot be redeemed under this criterion.	One year after purchase by the Fonds de solidarité FTQ.	<p>Payments not exceeding \$15,000 net¹⁶ each.</p> <p>A minimum six-month interval is required between each payment.</p>
Extraordinary and unexpected³¹ expense necessary for the health of the shareholder, the shareholder's spouse³ or a dependant³²	<p>The shareholder must show that the expense is unexpected³¹ and necessary for the health of the shareholder, the shareholder's spouse³ or a dependant³²</p> <p>AND</p> <p>must show financial inability to pay the expense</p> <p>AND</p> <p>must have liquidated or used up all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p>	<p>The Fonds de solidarité FTQ form which includes a section entitled "Shareholder's Solemn Declaration" attesting to financial inability to pay the expense</p> <p>AND</p> <p>recent proof³³ of confirmation from a health professional attesting to the necessity of the care</p> <p>AND</p> <p>proof of absence of indemnification or partial indemnification</p> <p>AND</p> <p>proof of the costs related to the extraordinary expense</p> <p>AND</p> <p>proof that all redeemable investments have been liquidated and used up to pay part of the costs related to the expense or that the investments cannot be redeemed</p> <p>OR</p> <p>if the expense involves the shareholder's spouse or a dependent child</p> <p>proof that all redeemable family investments have been liquidated and used up to pay part of the costs related to the expense or that the family investments cannot be redeemed.</p>	All Shares held.	One year after purchase by the Fonds de solidarité FTQ.	<p>A net payment¹⁶ equal to the amount required to pay a substantial part of the expense.</p> <p>Cheque payable jointly to the shareholder and the creditor (if applicable).</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Capital injection to create or maintain jobs in a business founded or acquired less than a year ago	<p>The shareholder must show that the business is duly constituted</p> <p>AND</p> <p>must show that he or she is the owner of the business (alone or with others) and participates in the decision-making process</p> <p>AND</p> <p>must show that the injection of capital will create or maintain at least one full-time permanent job³⁴</p> <p>AND</p> <p>must show that the business is a going concern and not a seasonal business, unless the business operates several seasonal activities throughout the year.</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>a declaration of registration or certificate of incorporation</p> <p>AND</p> <p>proof of creation or retention of a full-time permanent job³⁴</p> <p>If the job created or maintained is the shareholder's, provide one of the following:</p> <ul style="list-style-type: none"> → employment record or letter from the employer confirming the end of an employment at which the shareholder worked full-time³⁴ → recent proof of the termination of employment insurance benefits → proof of the end of a contract under which the shareholder worked full-time³⁴ → proof of admission into a government program <p>If the job created or maintained is not the shareholder's, provide one of the following:</p> <ul style="list-style-type: none"> → monthly remittances to the Québec and federal governments → pay slips showing a full-time permanent job³⁴ <p>AND</p> <p>proof that the business is a going concern.</p> <p>For a new business in operation for less than a year</p> <ul style="list-style-type: none"> → recent invoices³⁵ from suppliers and customers after the business was registered → GST and QST numbers → a commercial lease or operating permit (if applicable) <p>For a business already in operation acquired less than a year ago</p> <ul style="list-style-type: none"> → a notarized deed of sale → a purchase contract. 	All Shares held for at least two years.	Two years after purchase by the Fonds de solidarité FTQ.	<p>A single payment of a net value¹⁶ of \$30,000 or a lesser amount if the analysis conducted by the Fonds de solidarité FTQ shows a financial need less than \$30,000.</p> <p>This criterion can only be invoked once by the shareholder.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Capital injection to maintain jobs in a business in operation for more than one year and in financial difficulty	<p>The shareholder must show that the business is duly constituted</p> <p>AND</p> <p>must show that he or she is the owner of the business (alone or with others) and participates in the decision-making process</p> <p>AND</p> <p>must show that the business is a going concern and not a seasonal business, unless the business operates several seasonal activities throughout the year</p> <p>AND</p> <p>show that the business is in financial difficulty</p> <p>AND</p> <p>show that the capital injection will maintain at least one full-time permanent job.³⁴</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>a declaration of registration or certificate of incorporation</p> <p>AND</p> <p>financial statements for two full fiscal years and the interim financial statements for the current period</p> <p>AND</p> <p>proof of retention of a full-time permanent job³⁴</p> <p>If the job maintained is the shareholder's, provide one of the following:</p> <p>→ an income tax return and notice of assessment showing that the shareholder works full-time³⁴ in his or her business</p> <p>If the job maintained is not the shareholder's, provide one of the following:</p> <p>→ monthly remittances to the Québec and federal governments</p> <p>→ pay slips of the employee showing full-time permanent job.³⁴</p>	All Shares held for at least two years.	Two years after purchase by the Fonds de solidarité FTQ.	<p>A single payment of a net value¹⁶ of \$30,000 or a lesser amount if the analysis conducted by the Fonds de solidarité FTQ shows a financial need less than \$30,000.</p> <p>This criterion can only be invoked once by the shareholder.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
<p>Decrease of net family income²¹ of 20% or more when the shareholder or the shareholder's spouse³ acts as a natural caregiver for a family member</p>	<p>The shareholder must show a decrease in net family income²¹ because the shareholder or his or her spouse³ acts as a natural caregiver for a family member</p> <p>AND must show that the person cared for</p> <p>→ is at least 70 years of age and resides at the same address as the shareholder</p> <p>OR → is at least 18 years of age and has a serious mental and/or physical handicap³⁶</p> <p>AND must show that the decrease in net family income²¹ is attributable to the need to act as natural caregiver</p> <p>AND must show that net family income²¹ has decreased by 20% or more for a minimum period of two consecutive months¹⁹</p> <p>AND must have liquidated all redeemable family investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p> <p>AND For subsequent applications The shareholder must show that the involuntary decrease still exists and that net family income has decreased by 20% or more for a new minimum period of two consecutive months.²⁹</p>	<p>The Fonds de solidarité FTQ form which includes a section entitled "Shareholder's Solemn Declaration" stating that the shareholder or his or her spouse must act as a natural caregiver for a family member</p> <p>AND proof that the person cared for is at least 70 years of age and resides at the same address as the shareholder</p> <p>OR proof that the person cared for is at least 18 years of age and proof from the attending physician that the person cared for has a serious mental and/or physical handicap³⁶</p> <p>AND written confirmation³⁷ that the decrease in family income²¹ is attributable to the need to act as natural caregiver</p> <p>AND proof of all family income²¹ for a full month²⁷ prior to the decrease in income</p> <p>AND recent proof of all net family income²¹ for the period of decrease in income for two full consecutive months²²</p> <p>AND proof that all redeemable family investments have been liquidated or cannot be redeemed.</p>	<p>All Shares held for at least two years.</p>	<p>One year after purchase by the Fonds de solidarité FTQ.</p>	<p>A single payment equal to the value of the eligible Shares.</p> <p>This criterion can only be invoked once by the shareholder within a 5 year interval from the disbursement date.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
Redemption of pension credits for years of past service or pension benefit improvement	<p>The shareholder must have received a single, time-limited offer to improve pension plan benefits if the offer was not already mentioned in the plan</p> <p>OR</p> <p>must have received a single, time-limited offer to improve pension plan benefits, in the following circumstances:</p> <ul style="list-style-type: none"> → enrollment in a new employer plan → job change → change in employment status <p>AND</p> <p>must show that the proceeds of the purchase will be used to acquire pension credits for years of past service</p> <p>AND</p> <p>must have used up³⁸ all redeemable investments¹² (including RRSPs and LIRAs)¹² to improve pension plan benefits, the purchase of the Shares being the last resort.¹⁴</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>a copy of the redemption offer for years of past service</p> <p>AND</p> <p>proof of acceptance by the pension plan administrator</p> <p>AND</p> <p>proof that all redeemable investments have been transferred in the pension plan or that they are not transferable.</p>	All Shares held for at least two years.	At any time.	<p>This criterion can only be invoked once by the shareholder.</p> <p>The cheque is issued to the pension fund and direct transfer to the pension plans is permitted.</p> <p>Total authorizations under this criterion cannot exceed 10% of the annual limit set for the Fonds de solidarité FTQ by the Québec <i>Taxation Act</i>.³⁹</p>
Emigration from Canada	<p>The shareholder, his or her spouse³ and dependent children³² must have permanently emigrated from Canada</p> <p>AND</p> <p>must have permanently left their residence and employment.</p>	<p>The Fonds de solidarité FTQ form which includes a section entitled "Shareholder's Solemn Declaration" stating that the family has permanently emigrated from Canada</p> <p>AND</p> <p>proof of employment in the host country, a work permit or proof of citizenship</p> <p>AND</p> <p>proof of residence in the host country.</p>	All Shares held in the shareholder's account that have been held for at least two years.	Impossible.	<p>A single payment once all the Shares become eligible.</p> <p>Transfer to another plan is permitted.</p>
Serious and irreversible illness⁴⁰	<p>The shareholder, his or her spouse³ or dependent child³² must have a serious and irreversible illness which has reached a terminal phase.</p>	<p>The Fonds de solidarité FTQ form</p> <p>AND</p> <p>the declaration of the attending physician stating that the person is terminally ill.</p>	All Shares held.	Impossible or after one year, if the shareholder invoked this criterion for his or her spouse or dependent child.	<p>All Shares held (a maximum of two instalments).</p> <p>Transfer to another plan is permitted.</p>

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

Schedule 2 Purchase-by-agreement criteria

Criteria	Requirements	Required documents	Eligible shares	Subsequent acquisition of shares	Payment terms and conditions
<p>Recourse of a creditor that will result in the interruption of service or the seizure of the following property:</p> <ul style="list-style-type: none"> → salary;⁴¹ → one or two automobiles; → principal residence;⁴² → public utilities. 	<p>The shareholder must not qualify for any other criterion of the Purchase by-Agreement Policy</p> <p>AND</p> <p>must show that the recourse jeopardizes the shareholder's and/or his or her spouse's salary or automobile, the principal residence or a public utility</p> <p>AND</p> <p>must have liquidated all redeemable investments¹² (including any other RRSP),¹³ the purchase of the Shares being the last resort.¹⁴</p>	<p>The Fonds de solidarité FTQ form which includes a statement by the shareholder</p> <ul style="list-style-type: none"> → explaining the reasons underlying the recourse <p>AND</p> <ul style="list-style-type: none"> → confirming that he or she has the necessary amounts to pay the balance if the redemption of the Shares is not sufficient to avoid the recourse <p>AND</p> <ul style="list-style-type: none"> → attesting to his or her financial inability to pay the recourse <p>AND</p> <p>proof of the recourse⁴³ against the following assets or essential services</p> <p>For the shareholder's or his or her spouse's salary</p> <ul style="list-style-type: none"> → formal demand for payment from a government → a judgment ordering the payment of a sum of money <p>AND</p> <ul style="list-style-type: none"> → proof that the shareholder or his or her spouse has a garnishable salary. <p>For the shareholder's or his or her spouse's automobile</p> <ul style="list-style-type: none"> → notice of loss of benefit of a term with lease agreement → repossession notice → notice of seizure of the vehicle following a court order <p>For the principal residence</p> <ul style="list-style-type: none"> → final notice from the hypothecary creditor → prior notice to exercise a hypothecary right → motion for mandatory relinquishment or court order → a duly-served demand from the Régie du logement → final notice for overdue municipal and/or school taxes <p>For a public utility provided to the principal residence</p> <ul style="list-style-type: none"> → notice of service interruption from the relevant public utility <p>AND</p> <p>if the recourse is directed only at the shareholder's salary and/or automobile</p> <p>proof that all of the shareholder's redeemable investments have been liquidated and used up to pay part of the recourse or that the investments cannot be redeemed.</p> <p>if the recourse is directed at the principal residence, a public utility or the spouse's automobile and/or salary</p> <p>proof that all redeemable family investments have been liquidated and used up to pay part of the recourse or that the family investments cannot be redeemed.</p>	All Shares held.	One year after purchase by the Fonds de solidarité FTQ.	A single net payment ¹⁶ equal to the amount necessary to repay the amount due or a substantial part thereof. Cheque payable jointly to the shareholder and the creditor.

For details and additional information with regard to the endnotes, please refer to the end of the Schedule.

The following notes do not form an integral part of the *Purchase by Agreement Policy*. Rather, they serve to specify certain information or guide the interpretation thereof and may be amended from time to time at the discretion of the Fonds de solidarité FTQ.

1. "Proof" means full tax statements at the federal and Québec levels along with the relevant schedules relating to tax credits for labour-sponsored funds and the respective notices of assessment for the years when the credits could not be claimed, for cases in which the shareholder had no income tax to pay or is retired with employment income lower than \$3,500 OR a letter confirming that the shareholder is a non-resident.
2. "Non-resident" means a shareholder that resides outside Canada.
3. Unless indicated otherwise, for the purpose hereof, the definition of "spouse" is that set out in the Québec *Taxation Act*, which includes both same-sex and opposite-sex spouses.
4. A change of program or training to another program does not qualify as a return to school under this policy.
5. According to tax laws, a qualifying educational program is a training program offered by a designated educational institution that dispenses technical or vocational training or, in any other case, post-secondary training. For the purposes of applying the criterion, a designated educational institution is an institution listed by Employment and Social Development Canada.
6. In such a case, the Fonds de solidarité FTQ form and confirmation from the educational institution may not be filled out and signed more than 30 days preceding commencement of the school term.
7. In such a case, the shareholder must repay the amounts withdrawn according to applicable tax laws. The repayments must be made to the Fonds de solidarité FTQ, or else the shareholder will have to pay a special tax corresponding to the tax credit already obtained, as provided for by the Québec *Taxation Act*. However, a shareholder who is eligible for a redemption or purchase-by-agreement for a given year or within 60 days of the year-end will not be subject to the special tax provided he or she cannot claim a tax credit regarding the acquisition of shares in a labour fund with respect to an amount paid during the 10-year period, for the Lifelong Learning Plan, and during the 15-year period, in the case of the Home Buyers' Plan, in which he or she must acquire replacement shares or within 60 days of the end of such period. The federal legislative measures also provide a special tax corresponding to the tax credit already obtained, for which the rules of application are similar to those applied in Québec. The Québec rules apply for the 2012 taxation years and following years. (See Section 10 "What are the tax consequences for Shareholders?").
8. The Fonds de solidarité FTQ must receive your request regarding the Home Buyers' Plan (HBP) no later than 30 days after signing the notarized deed of purchase for your principal residence.
9. To be eligible, the accepted offer to purchase must indicate the names and the signed acceptance of both parties and the address of the home purchased by the shareholder.
10. For the redemption application to be eligible under this criterion, a maximum of one year must have passed between the date of the loss and the time the application was made to the Fonds de solidarité FTQ .
11. Disbursement of the Fonds de solidarité FTQ shares must be used to pay the consequences of the loss and not the cause thereof.
12. Amounts held by the shareholder in a trust account with the Fonds de solidarité FTQ, as well as in any bank account, are considered to be redeemable investments and must be liquidated before a request for purchase by agreement is filed.
13. An investment is considered to be redeemable even if its withdrawal leads to costs or a loss of return.
14. In every case where, in conformity with the Purchase-by-Agreement Policy, a shareholder must demonstrate that his or her other redeemable investments have been liquidated or used up, he or she will have to, if he or she holds shares in both of Québec's labour-sponsored funds, complete a purchase-by-agreement request at these two labour-sponsored funds. If both funds allow it, the amounts paid by them will be distributed pro rata to the value of the eligible shares in both of these labour funds.
15. The replacement value is the amount necessary to purchase an asset with the same characteristics.
16. The net amount corresponds to the amount of payment requested once the withholding tax is applied to the gross amount, which withholding tax is calculated using the minimum tax rate required by federal and provincial governments. Any request for an additional tax withholding will apply based on the same gross amount, thereby decreasing the net value of the payment.
17. "Dissolution of union" means, the first to occur, depending on the type of union, between a separation from bed and board, divorce, marriage annulment, dissolution of the civil union, death or a de facto separation, including a separation between de facto spouses. Unless otherwise established, the date of the de facto separation is usually the day on which the spouses began to live separately, meaning that one of them left the family residence.
18. For the redemption application to be eligible under this criterion, a maximum of one year must have passed between the date of the dissolution of the union and the time the application was made to the Fonds de solidarité FTQ .
19. An application may only be filed after a minimum period of two consecutive months of decreased income prior to the date the application is made to the Fonds de solidarité FTQ. The decrease in income must apply to each month included in the period of reference. In the case of a shareholder who receives income security, the application may be made as of the date the decrease in income begins.
20. Any proof or combination of proof of a formal confirmation of a change in marital status from Retraite Québec, Revenu Québec, the Canada Revenue Agency or another government agency that provides certainty as to the date of the end of the union will be accepted.
21. "Family income" means the shareholder's income and, if the shareholder has a spouse, the shareholder's income plus that of his or her spouse. Family income includes employment income, and business income, as applicable.
22. The decrease in income is calculated for each of the two months of reference.
23. In the event of absence of income in the last two months or in the last six consecutive months, as applicable, the shareholder must provide all his or her statements of account (and/or those of his or her spouse) to prove such absence of income.
24. For the redemption application to be eligible under this criterion, a maximum of two years must have passed between the date of the event which caused the decrease in income and the time the application was made to the Fonds de solidarité FTQ, and the event must still exist when the initial or subsequent application is made. For a subsequent application in connection with the same event, a maximum of two years must have passed between the date of the initial application and the subsequent application(s) to the Fonds de solidarité FTQ, unless the shareholder receives income security, and the event must still exist when the subsequent application(s) is/are made.
25. "Net income" means earnings related to time worked (regular time, overtime, bonuses and tips). However, if the shareholder or his or her spouse received, during the periods of reference, one or more vacation pays and that such vacation pays are the only income indicated on the pay slip(s), such income will be considered in the calculation of income before and after the decrease in income invoked. Net income also includes business income.

26. For the purpose of this Policy, the benefits received under the Québec Parental Insurance Plan (QPIP) or the exhaustion of such benefits cannot be taken into account to invoke eligibility to this criteria.
27. The month preceding the decrease in income must be the last full month during which the shareholder or his or her spouse received regular income.
28. The total value of the account includes all sums held by the shareholder in labour funds in Québec.
29. An application may only be filed after a minimum period of two consecutive months of decreased gross income prior to the date the application is made to the Fonds de solidarité FTQ. In the event that a physician confirms the disability of the shareholder for a period of at least two (2) consecutive months, the application may be made as of the date the decrease in income begins.
30. An application may only be filed with the Fonds de solidarité FTQ after a minimum period of six consecutive months of involuntary decrease in income prior to the date the application is made to the Fonds de solidarité FTQ.
31. "Unexpected" means an expense arising from an event that is unforeseeable, accidental or unanticipated.
32. A "dependant" or "dependent child" means the shareholder's child or the child of the shareholder's spouse, if that child lives at the same address and is 25 years of age or less.
33. Proof of the costs for the exceptional and unexpected expense must be attached to the purchase-by-agreement request. It must be dated no more than three months before or six months after the date of the required treatment, medical procedure or health-related purchase.
34. "Full-time permanent job" refers to a minimum of 28 hours worked per week.
35. "Recent invoices from suppliers and customers" means invoices dated less than 30 days on the date they are received by the Fonds de solidarité FTQ.
36. Even with therapeutic care, devices or drugs, the cared-for person is: unable to perform one basic activity of daily living, such as seeing, talking, hearing, walking, eliminating, feeding oneself, dressing oneself or daily functioning owing to the lack of necessary mental abilities; OR due to a chronic illness, the cared-for person receives, at least twice a week for a minimum of 14 hours, therapeutic care prescribed by a physician, which is essential to maintain one of his or her vital functions, such as travelling, medical appointments and the necessary recovery after treatment.
37. The confirmation may be provided by a physician, an employer or other third parties.
38. The investments used must first have been applied to improving the pension plan benefits, as the purchase of Shares must be the last resort.
39. Under the Québec *Taxation Act*, the Fonds de solidarité FTQ must pay a penalty to the Québec government when the total purchase-by-agreement disbursements during its fiscal year, excluding those made under the Home Buyers' Plan (HBP) and the Lifelong Learning Plan (LLP), exceed 2% of its paid-up capital; this represents the Fonds de solidarité FTQ's "fixed annual limit" for the purchase-by-agreement.
40. "Serious and irreversible illness" means an illness which has reached a terminal phase.
41. In the case of independent workers, the Fonds de solidarité FTQ considers that the amounts received by such persons in payment of services provided can be likened to salary for the purpose of the Purchase-by-Agreement Policy.
42. "Principal residence" means the residence where the shareholder normally resides.
43. Dated less than 30 days on the date it is received at the Fonds de solidarité FTQ.
44. "Subscribed Shares" means any Shares acquired after the date of enrolment in the training program.

Upon request, you may obtain
free of charge information on
the Fonds de solidarité FTQ:



by telephone:

in Montréal, at 514 383-FONDS (3663)
in Québec City, at 418 628-FONDS (3663)
toll free, at 1 800 567-FONDS (3663)



in person:

8717 Berri Street
Montréal, Québec H2M 2T9

755 Saint-Jean Blvd., Suite 130
Pointe-Claire, Québec H9R 5M9

5000 des Gradins Blvd., Suite 320
Québec City, Québec G2J 1N3



in writing:

Fonds de solidarité FTQ
P.O. Box 1000, Chabanel Station
Montréal, Québec H2N 0B5



by Internet:

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