

**Establishment of the Plan:**

Community Trust Company, a trust company incorporated under the laws of the Province of Ontario, having its head office in the City of Mississauga, in the Province of Ontario (hereinafter referred to as the 'Trustee'), hereby declares that it accepts the office of the Trustee for the applicant (hereinafter referred to as the 'Annuitant') named on the face hereof under the Community Trust Company Retirement Savings Plan (hereinafter referred to as the 'Plan') and undertakes to administer the Plan for the Annuitant in accordance with the Income Tax Act (Canada). The ultimate responsibility for administering the Plan lies with the Issuer.

**1. Definition of Terms**

**"Annuitant"** – means the applicant ('annuitant' for the purposes of the Income Tax Act (Canada)) who has executed the Application.

**"Annuitant's Agent"** – means any person who is the duly appointed agent of the Annuitant with limited authority to act on behalf of the Annuitant in connection with investment instructions for the Plan and who is named in a written certificate of agent's authority, in form acceptable to the Trustee, signed by the Annuitant and delivered to the Trustee, which certificate shall include a specimen of the agent's signature and which the certificate has not been revoked by written notice of revocation delivered by the Annuitant to the Trustee.

**"Application"** – means the duly completed and signed application form that is attached to and forms part of this Declaration of Trust.

**"Applicable Tax Legislation"** – means the Income Tax Act (Canada) and any applicable provincial income tax legislation, as amended from time to time.

**"CTC"** – means Community Trust Company, the Trustee.

**"Declaration of Trust"** – means, collectively, the Application, these provisions and any additions and amendments made hereto in writing from time to time. In the event of any conflict, the following order of precedence shall apply: additions and amendments made in writing from time to time; Declaration of Trust; Application.

**"Designated Beneficiary"** – means any person designated as such by the Annuitant by any effective designation of beneficiary delivered with the Application or by any subsequent effective designation of beneficiary.

**"Distributions Received"** – means all dividends, interest and other distributions received by the Trustee in respect of the Investments.

**"Fiscal Year"** – means the fiscal year of the Plan. It ends on December 31 each year and shall not exceed 12 months.

**"Fund Assets"** – means the aggregate of uninvested money, investments, uninvested Distributions Received and all other property or assets held ['property held' for the purposes of the Income Tax Act (Canada)] at any time by the Trustee for the benefit of the Annuitant under the Plan.

**"Investments"** – means such security and other investment property from time to time received or acquired and held by the Trustee for the Plan.

**"Investment Instructions"** – means written instructions representing the acquisition, purchase, sale, redemption or other disposition of investments, in form acceptable to the Trustee, duly signed and delivered by the Annuitant, or the Annuitant's Agent to the Trustee.

**"LIF"** – means a life income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LIRA"** – means a locked-in retirement account that is registered as a RSP under the Tax Act and complies with applicable pension legislation.

**"LRIF"** – means a locked-in retirement income fund that is registered as a RIF under the Tax Act and complies with applicable pension legislation.

**"LRSP"** – means a locked-in RRSP which contains provisions required under applicable pension legislation that restrict the holder's access to the funds because they originated from a registered pension Plan governed by the applicable pension legislation.

**"Plan"** – means the CTC RSP, LRSP or LIRA, RLSP.

**"RIF"** – means a retirement income fund as defined by the Tax Act.

**"RLIF"** – means a restricted life income fund that is registered under the Tax Act and complies with the applicable pension legislation

**"RLSP"** – means a restricted locked-in savings plan that can only be established as a result of a transfer of funds from an RLIF

**"Registered Retirement Savings Plan (RRSP) and Registered Retirement Income Fund (RRIF)"** – means a retirement savings Plan (RSP) and a retirement income fund (RIF), respectively that have been registered under the Tax Act.

**"Spouse"** has the same meaning as it has in Applicable Tax Legislation and includes a common-law partner as defined in the Tax Act.

**"Tax Act"** – means the Income Tax Act (Canada), as amended from time to time.

**"Transferred Property"** – means any property caused by the Annuitant to be Transferred to the Trustee for the Plan in accordance with provisions of section 11 of this Declaration of Trust.

**"Trustee"** – means Community Trust Company at its head office in the Province of Ontario, in its capacity as trustee of the Fund, ['Issuer' for the purposes of the Income Tax Act (Canada)].

**"We, our and us"** – means Community Trust Company (CTC)

**"Year"** – means a calendar year commencing:

- a) in the first year of the Fund not later than the date of acceptance of the Application by the Trustee and the date of first receipt of the Fund Assets by the Trustee, and
- b) in all subsequent years starting January 1 and ending December 31.

**"You and your"** – means the customer (annuitant) named on the Application.

**2. Registration**

The Trustee shall apply for registration of your Plan under Applicable Tax Legislation. CTC agrees to accept the position of Trustee of your Plan once we have received your completed application.

**3. Purpose**

The purpose of the Plan is to provide you with a retirement income. The Plan shall be maintained by the Trustee for the sole purpose of investing funds contributed by the Annuitant with said funds to be invested as directed from time to time in any one of or combination of investment options.

**4. Contributions**

Contributions may be made to the Plan by the Annuitant at any time providing that such contributions are in accordance with the Income Tax Act (Canada) and amendments and regulations thereto, and such Provincial Acts having jurisdiction. The Annuitant may cease contributing at any time. You, or where applicable, your spouse can deposit amounts to your RSP in a single payment or in periodic payments up to the maximum contribution limit permitted by the Tax Act. You are responsible for determining the maximum permitted contribution to your RSP in any tax year. We will not accept contributions or transfers to your RSP after December 31 of the year you turn age 71.

**5. Excess Contribution**

The Trustee shall, within 90 days of receipt by way of written application from the Annuitant, or the Annuitant's spouse, refund to the applicant all or any part of the amount established to be an 'excess amount for the year', as defined in clause 146 (2) (c. 1) of the Income Tax Act (Canada), in respect of such Annuitant but such refund shall not exceed the total amount contributed to or under the Plan in the year.

**6. Source of Funds**

All amounts transferred to your Plan must be qualified investments and come from another RRSP you, or your spouse, or a former spouse owns or other sources that may be permitted from time to time by the Applicable Tax Legislation. All amounts transferred to your CTC LRSP or LIRA must be locked in, meaning that your access to them is restricted by the applicable pension legislation and must comply with applicable tax legislation. Amounts transferred to your CTC LRSP or LIRA must come from another LRSP or LIRA you or your spouse, or a former spouse owns or any other source that may be permitted by the applicable tax and pension legislation.

**7. Investments**

The Trustee or its duly appointed agent shall endeavor to invest all cash and property in accordance with Investment Instructions within five business days, or a reasonable time after receipt of such cash and all relevant instructions. Property held in the Plan shall be invested and reinvested in such investment options, including Guaranteed Investment Certificates, or Short Term Certificates of Deposit, or Savings Accounts of the Trustee at the then current rate of interest paid by the Trustee for the ultimate purchase of a retirement income as defined in the Income Tax Act. Guaranteed Investment Certificates and Short Term Certificates of Deposit will be renewed automatically at maturity at the then current rate of interest. Guaranteed Investment Certificates will be automatically renewed for a one year period, if no instructions are received from the Annuitant. No amount will be paid out of the Plan except as hereinafter expressly provided for.

## 8. Investments Instructions

Investment instructions shall be in a form acceptable to the Trustee and manually signed by the Annuitant and witnessed by the Annuitant's Agent. The Trustee may accept and act upon any Investment Instructions, delivered to it in writing, by facsimile transmission or by any other form of electronic transmission used by the Trustee, which in good faith believes to be given by the Annuitant or by the Annuitant's Agent and shall not be required to verify the validity or appropriateness of the Investment Instructions. Except where an investment is issued by the Trustee or an affiliate of the Trustee, it is the responsibility of the Annuitant to direct the Trustee to acquire, dispose of or hold any investment made according to Investment Instructions and to determine and ensure that such investment is or remains a qualified investment for retirement savings plans and complies with the foreign property rules under the Applicable Tax Legislation. As Trustee, CTC is required under subsection 207.01(5) of the Tax Act to exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the RRSP holds a non-qualified investment.

## 9. Records and Statements

The Trustee shall maintain appropriate records and shall send to the Annuitant a yearly statement showing the transactions and accumulated value of the Plan at the end of the preceding calendar year. Unless the Annuitant notifies the Trustee of any errors or objections within 30 days of the mailing of the statement, the Annuitant agrees to accept the accuracy and completeness of the statement.

## 10. Withdrawals

Upon receipt of satisfactory written instructions, we will pay to you or your contributing spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act, paragraph 146(2)(c.1) in respect of over contributions.

All withdrawals from your Plan are subject to tax in the year of withdrawal. Any withdrawals will have the appropriate income tax withheld and less appropriate fees. At the end of the fiscal year you have to declare all Plan withdrawals and pay any tax that you owe. In order to make payments to you we may have to withdraw, liquidate or sell all or part of one or more of your investments prior to their maturity date. We assume no liability for any losses that result.

## 11. Transfers

Upon receipt of satisfactory written instructions, you may transfer all or part of the funds in your Plan, less appropriate fees, to another issuer of an RRSP or RRIF or another permissible registered retirement investment vehicle that meets the requirements of the Applicable Tax Act, provided that the investments involved in the transfer have matured. CTC will transfer the funds within 30 days of your request.

## 12. Tax Receipts

Each year, by March 31, the Trustee will provide you with all applicable tax reporting receipts required to be filed with you or your spouse's personal income tax return for the prior year or during the first 60 days of the current tax year.

## 13. Retirement Income at Maturity of the Plan

Subject to paragraph 146(2)(b) of the Tax Act, the RRSP cannot provide for the payment of any benefit after maturity except:

- (i) Retirement income to the annuitant;
- (ii) Full or partial commutation of retirement income under the Plan to the annuitant; and
- (iii) Commutation of annuity that would be payable to someone other than the annuitant

At the date chosen by the Annuitant for the commencement of the payment of his or her retirement income, which date shall not be after the end of the year in which the Annuitant attains 71 years of age, the amounts held by the Trustee pursuant to the Plan shall be used, invested or otherwise applied, to provide for the payment of retirement income as defined in the Income Tax Act (Canada), paragraphs 146(2)(b) and 146(2)(b.4) provided that the Trustee has received written instructions from the Annuitant and all the necessary documentation required to provide written instructions, or any necessary documentation to the Trustee as provided herein at least 120 days prior to the end of the year in which the Annuitant attains 71 years of age with respect to the form of the retirement income to be provided, the amounts held by the Trustee pursuant to this Plan. If you do not provide the Trustee with satisfactory written instructions and completed appropriate documentation and forms by at least 120 days prior to the end of the year, you will be deemed to have instructed the Trustee to transfer the assets of your Plan on or before December 31 of that year to a RRIF.

- a) where such amounts equal \$10,000 or more, shall be transferred to a RRIF for which CTC shall act as Trustee in compliance with section 146.3 of the Income Tax Act (Canada) prior to the end of the year in which the Annuitant attains 71 years of age and the Annuitant hereby appoints the Trustee as its attorney in fact to execute all such documents and make all such elections as are necessary to establish and operate the said RRIF; and

- b) where such amounts are less than \$10,000 they shall be included in the taxable income of the Annuitant as of January 1 of the year in which the Annuitant attains 72 years of age, and such amounts shall, subject to any required withholding by the Trustee in respect of income taxes and other charges, be remitted to the Annuitant as soon as practicable following January 1 of such year.

The retirement income referred to herein may not be assigned in whole or in part. After maturity of the Plan, the retirement income payable to the annuitant, as such term is defined in the Income Tax Act (Canada) and any applicable provincial legislation, may be commuted in whole or in part. Further, any such retirement income must be commuted where it is payable on or after the death of the annuitant to a person other than his or her spouse. The retirement income referred to herein shall be paid by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where such commutation is partial, by way of equal annual or more frequent periodic payments thereafter. An annuity payable after the Annuitant's death shall not exceed the aggregate of the payments under the annuity in a year before the Annuitant's death.

## 14. Beneficiary Designation

The Annuitant may designate one or more beneficiaries to receive the proceeds payable under this Plan in the event of his death prior to the maturity hereof. Upon receipt of satisfactory evidence of your death, the Trustee will make payment to the most recently designated beneficiary of which we have notice. Should your designated beneficiary be an individual other than your spouse, the Trustee will pay the proceeds of your Plan in a lump sum. Should the Annuitant fail to designate a beneficiary or if all designated beneficiaries predeceased the Annuitant, or your designation is not permitted by the province where you live, the proceeds of the Plan will be paid to the estate of the Annuitant in a lump sum. A beneficiary designation can only be changed or revoked by a written instrument in form acceptable to the Trustee which adequately identifies this Plan and has been signed by the Annuitant.

## 15. Death of the Annuitant

In the event of the death of the Annuitant, upon satisfactory evidence of death, before the final payment hereunder is made, the Trustee shall:

- (1) realize the Plan and, subject to
  - (i) deduction of any fees payable to the Trustee in accordance with the terms hereof, any applicable taxes required to be withheld and any other necessary charges, and
  - (ii) receipt by the Trustee of such release(s) or other documents as the Trustee or its legal counsel reasonably require, distribute the net proceeds of the Plan to the designated beneficiary, if any, or otherwise to the personal representatives of the Annuitant in a lump sum.

## 16. Fees

The Trustee shall be entitled to charge and receive administrative fees for its services. Such fees shall be in the amount and payable at the time specified in the Trustee's fee schedule, as revised from time to time. The Trustee shall give at least 60 days prior written notice to the Annuitant of any changes in the amount of such fees. At the Trustee's discretion, administrative fees can be charged to the Plan, or directly to the Annuitant. Any costs and out-of-pocket expenses incurred by the Trustee in the administration of the Plan, including without limitation, bank charges for dishonored payments, security, mortgage, or guaranteed investment certificate transfer, and registration fees, brokerage fees, commissions, legal fees or other professional fees, postage, delivery charges, and any taxes required to be paid by the Plan under the Income Tax Act (Canada) except for taxes that are attributable to the issuer under the Income Tax Act and that can't be charged to the Plan or otherwise, shall be charged to the Plan. If there is insufficient cash in the Plan to cover such fees, the Trustee may realize in its sole discretion, without notice to the Annuitant, sufficient Plan assets for cash to provide for payment of all such fees and expenses, including taxes. Any such sale or redemption of Plan's assets shall be made at such prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such sale or redemption.

## 17. Proof of Information

You certify the accuracy of all of the information you have given us in your application including your, and if applicable, your spouse's birth date and social insurance number and you agree to give us any further proof that we deem required.

## 18. Indemnification

You, your spouse and your respective heirs and personal representatives shall indemnify the Trustee or its officers, and employees against all expense, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan. The Trustee is not responsible for any losses incurred by the Plan or for any reduction in the value of the Plan except if due to our own negligence, deliberate wrongdoing or lack of good faith.

**19. Resignation or Successor Trustee**

We may resign our duties as Trustee of the Plan by giving you 60 days written notice. If you do not appoint a successor trustee within 10 days of our written notice we may appoint a successor trustee for the Plan. We will provide the successor trustee with all the information necessary for the administration of your Plan.

**20. Amendments**

The Trustee may from time to time in its discretion amend this Declaration of Trust with, if required, the concurrence of the authorities administering any Applicable Tax Legislation by giving 30 days of notice in writing to the Annuitant, provided that no such amendment shall have the effect of disqualifying the Plan as a Retirement Savings Plan within the meaning of Applicable Tax Legislation.

**21. Notice**

Any notice, statement or receipt given by the Trustee to the Annuitant shall be deemed to be sufficiently given if delivered personally, mailed, postage prepaid, or transmitted electronically to the Annuitant at the address, telephone number or electronic address set out in the application or at any subsequent address of which the Annuitant has given notice to the Trustee in writing; and shall be deemed to have been received by the Annuitant on the day it is delivered, or

transmitted or if mailed, the third business day following the day of mailing. Any notice given to the Trustee shall be given by personal delivery or electronic transmission or by mail, postage prepaid, addressed to the Trustee as its head office and shall be deemed to have been given on the day that such notice is received.

**22. Binding Effect**

The provisions of this Declaration of Trust shall be binding upon the heirs, personal representatives and assigns of the Annuitant and upon the successors and assigns of the Trustee.

**23. Governing Law**

This Declaration of Trust shall be governed, construed, administered and enforced in accordance with the laws of Canada and the Province of Ontario.

**24. Locked-In RSP (LRSP) / Locked-In Registered Account (LIRA)**

If this is a LRSP or LIRA or other similar arrangement under federal or provincial pension legislation, the Applicant must sign an addendum, which contains terms as required by pension legislation. In the event of an inconsistency between the terms of the addendum and the terms of Declaration of Trust, the terms of the addendum will apply.