

Retirement Income Fund Investment Application



Broker

Broker Name _____ Broker Number _____

New Client Existing Client Number _____

i The client's signature is not required for renewals into the same Home Trust account. Existing client number field above must be completed.

Planholder's details

Salutation: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/> Dr. <input type="checkbox"/> Other _____					SOCIAL INSURANCE NUMBER		DATE OF BIRTH (MM/DD/YY)	
FIRST NAME			LAST NAME			EMAIL ADDRESS		
CIVIC ADDRESS						PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK		
CITY		PROVINCE	COUNTRY	POSTAL CODE	COUNTRY & PROV/ STATE OF RESIDENCE (FOR TAXATION)		PHONE NUMBER: <input type="checkbox"/> HOME <input type="checkbox"/> CELL <input type="checkbox"/> WORK	
OCCUPATION (Please be specific, e.g., 'Medical Technician')				EMPLOYER NAME (OPTIONAL)				
EMPLOYER ADDRESS (OPTIONAL)								

Designation of successor annuitant (All provinces and territories except Quebec)

I hereby designate the following person to receive the proceeds of the Plan in a lump sum payment in the event of my death or registration to their registered plan.

FIRST NAME	LAST NAME
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OR

Designation of beneficiary* (Applicable only if a successor annuitant has not been designated. All provinces and territories except Quebec.)

FIRST NAME	LAST NAME	RELATIONSHIP

*Will be equally distributed amongst all listed beneficiaries. If more than one beneficiary is named and if any of them does not survive the Planholder, the proceeds of the Plan shall be shared equally among the beneficiary(ies) who survived the Planholder. Please see Terms and Conditions of the Plan for additional beneficiary provisions.

Acknowledgement and Authorization

By signing this form below, I consent to the collection of the personal information contained in this form by Home Trust Company. I also consent to the use, retention and disclosure of my personal information by Home Trust Company, as is reasonably required in connection with the establishment and maintenance of an account in my name, to meet legal and regulatory requirements, to market other products and services, and for statistical, audit and security purposes in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Privacy Code please visit the Home Trust Company website at hometruster.ca or call 1-855-270-3629.

I confirm that the information provided is true and accurate and I agree to make Home Trust Company aware of changes to any of the personal information contained in this form.

PLANHOLDER'S SIGNATURE X	DATE (MM/DD/YY)
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Retirement Income Fund Investment Application



Broker

Broker Name _____ Broker Number _____

Spousal information (spousal or common-law partner)

Complete only if the contributor is the Spouse or Common-Law Partner of the Planholder (and this is a spousal or common-law partner plan)

Are funds from a Spousal RSP/RIF? Yes No

FIRST NAME	LAST NAME	SOCIAL INSURANCE NUMBER	DATE OF BIRTH (MM/DD/YY)

Method of payment to purchase this investment

- Paid by Rollover of Existing Investment Account #: _____
 T2033 Transfer Spouse's Rollover on death of annuitant Qualifying Non-Qualified

Investment details

Non-Redeemable GIC (1-5 Years)	Amount	Interest Rate	Issue Date (MM/DD/YY)	Maturity Date (MM/DD/YY)
	\$	%		
	\$	%		
	\$	%		

Please be advised that if the maturity date falls on a non-business day the investment will be processed on the next business day. Interest is calculated per annum (365 days).

Payment details (Select your preference from each of the following sections)

If no selection is made, your payment will be defaulted to January 31, Annual and Minimum (based on Age of Annuitant).

Start date (MM/DD/YY): _____

- Payment method** Direct Deposit (attach a void cheque) Cheque
Payment frequency Annually Semi-Annually Quarterly Monthly
Payment amount Minimum (no minimum in the first year) Specific amount: Net \$ _____ Gross \$ _____
Payment based on Age of Annuitant
 Your spouse's or common-law partner's age to determine the minimum payment amount (complete "Spousal Information" above)
Withholding tax (optional) Federal Withholding: _____% Provincial Withholding (QC only): _____%

Please read carefully and sign below

I hereby apply for a Retirement Income Fund ("RIF") with Home Trust Company and request that Home Trust Company apply for registration of the RIF in the form and manner prescribed by the Income Tax Act (Canada) and, if applicable, the provisions of any income tax legislation of the Province or Territory of my address above all in accordance with the Declaration of Trust attached hereto. I acknowledge that Home Trust Company is not giving advice as to purchasing, selling or retaining investments and that Home Trust Company, in accepting investment directions, accepts no responsibility for the advisability of such investment directions.

I acknowledge that it is my responsibility to determine and ensure that all investments are "qualified investments" for the RIF under the applicable tax legislation. It is expressly agreed that all investment directions handled by Home Trust Company shall be at my own risk and I undertake to indemnify and save Home Trust Company harmless from all responsibility or liability in connection therewith.

By having applied for this deposit product, I agree to the Terms and Conditions and Home Trust's Privacy Code and consent to the collection, use, retention and disclosure by Home Trust of the personal information provided to Home Trust. To receive a copy of our Privacy Code please visit Home Trust's website at hometrust.ca or call 1-855-270-3629.

Eligible for insurance coverage by Canada Deposit Insurance Corporation up to applicable limits. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en Anglais.

PLANHOLDER SIGNATURE	DATE (MM/DD/YY)
X	

Broker trust declaration

I certify that I have personally met with the Planholder listed above, I have witnessed the signing of this application and have fully explained the terms and conditions of this investment with Home Trust Company.

REPRESENTATIVE NAME	REPRESENTATIVE SIGNATURE	REPRESENTATIVE CODE	TELEPHONE	DATE (MM/DD/YY)

Terms and Conditions for Retirement Income Fund



Home Trust Company is a member of Canada Deposit Insurance Corporation and is licensed to issue term deposits across Canada. Deposits to be invested in registered retirement income funds are taken in the form of short-term deposits and guaranteed investment certificates. The term and interest rate of each product may vary or fluctuate and can be changed by Home Trust Company without notice. Home Trust Company is a corporation that is licensed under the laws of Canada to carry on in Canada the business of offering to the public its services as trustee of, among other things, registered retirement income funds.

INTRODUCTION

This Agreement sets out the terms and conditions (the "Terms and Conditions") that apply to the investment of contributions to a retirement income fund ("RIF") of which Home Trust Company is the trustee (the "Trustee") in investment products issued by Home Trust Company, provided that each such investment (an "Investment") is and will continue at all material times to be a "qualified investment" for a RIF for purposes of the *Income Tax Act* (Canada) (the "Act"). The terms and conditions set out in the Declaration of Trust for a RIF registered with the Canada Revenue Agency also governs the investments of the RIF. In the event of any conflict or inconsistency, the terms and conditions of the Declaration of Trust will govern the investments made by the Trustee.

AGREEMENT

As the annuitant (the "Planholder") under a RIF issued by Home Trust Company, I agree to the terms of this Agreement in respect of Investments to be made by the RIF, provided that such Investments are, and continue to be at all material times, a "qualified investment" for a RIF for purposes of the Act.

PRIVACY NOTICE

I consent to the collection of the personal information by Home Trust Company and/or my deposit broker. I consent to the use, retention and disclosure of my personal information as is reasonably required in connection with the establishment and maintenance of an account in my name, to meet legal and regulatory requirements, for statistical, audit and security purposes, or for determining my eligibility for any other products or services to be offered in the manner set out in the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at hometrusted.ca or call 1-855-270-3629.

INVESTMENT TERMS AND CONDITIONS

Subject to the terms and conditions of the RIF and applicable law, the Trustee may invest the contributions to the RIF and any income or gains of any nature whatsoever accrued, generated and realized on those investments in investment products of Home Trust Company. All Investments will be payable in Canadian Dollars. Investments by the RIF, including any income or gains of any nature whatsoever accrued, generated and realized on those Investments, will be allocated to the Planholder's account under the RIF for the purpose of providing a retirement income for the Planholder.

1. Maturity of an Investment

On the maturity date of an Investment held by the RIF (the "Investment Maturity Date") prior to the maturity of the RIF trust, the principal amount of the Investment and any income or gains of any nature whatsoever accrued, generated and realized on the Investments will be reinvested in investment products of Home Trust Company. Interest accrues in accordance with section 5 on the principal amount of an Investment from the date the investment is made by the RIF in the Investment to the applicable Investment Maturity Date, at the annual interest rate set by Home Trust Company.

2. Redeemability

The date of redemption of an Investment by the RIF will be deemed to be the Investment Maturity Date of the Investment. Interest will accrue and be calculated in accordance with section 5, up to but not including the date of redemption.

3. Investment Maturity Instructions

The Planholder may provide instructions to the Trustee to reinvest an Investment at the Investment Maturity Date in accordance with these Terms and Conditions. Where the Planholder does not wish to have the proceeds of the Investment reinvested in accordance with section 1 of these Terms and Conditions, the Planholder must complete a Home Trust Company RIF Investment Application available from Home Trust Company or his/her Deposit Broker, and provide the completed form to Home Trust Company at least twenty (20) days prior to the applicable Investment Maturity Date.

4. No Investment Maturity Instructions

If instructions are not received by the Trustee in accordance with section 3, the Proceeds realized on an Investment Maturity Date may, at the discretion of the Trustee, be reinvested in another Investment for the same term as the matured Investment at Home Trust Company's then prevailing rate of interest for that term, provided that any such reinvestment may be cancelled if the Trustee receives a written request from the Planholder to cancel within ten (10) business days from the date of reinvestment. "Proceeds" in the case of a compound interest Investment shall mean the principal amount of the Investment together with all accrued interest in respect of the Investment, and in the case of all other Investments, shall mean only the principal amount of the Investment.

5. Interest

Interest is paid at the applicable interest rate for each year of investment. The 1st year of investment is the issue date of the Investment (the "Issue Date") to the first anniversary of the Issue Date. The 2nd year of investment is the first anniversary to the second anniversary of the Issue Date. Subsequent years of investment are measured by anniversaries in like manner. For example, the 4th Year of Investment is the 3rd anniversary to the 4th anniversary of the Issue Date. Interest is calculated on the daily closing principal, and will be compounded annually.

6. Amendments

Home Trust Company may from time to time in its sole discretion amend these Terms and Conditions. The Planholder agrees to amendments made when notice is given to his/her Deposit Broker or in any other manner which Home Trust Company may determine from time to time.

7. Problem Resolution

Home Trust Company is committed to providing the best possible service to all of its customers. Planholders with complaints or concerns should review Home Trust Company's Customer Complaint Procedures at hometrusted.ca/complaint.aspx or contact the Home Trust Company at 1-855-270-3629.

8. Retirement Saving Plan Terms and Conditions

Reference should be made to the Home Trust Company Retirement Income Fund terms and conditions and the Declaration of Trust.

RETIREMENT INCOME FUND (RIF) DECLARATION OF TRUST TERMS AND CONDITIONS

Home Trust Company is licensed under the laws of Canada, to carry on in Canada the business of offering to the public its services as trustee. Home Trust Company (the "Trustee") is the carrier of the arrangement between Home Trust Company and the applicant (the "Planholder") who is the annuitant for purposes of subsection 146.3(1) of the *Income Tax Act* (Canada) (the "Act") named in the application (the "Application") for the Home Trust Company Retirement Income Fund (hereinafter referred to as the "Plan" or the "RIF"), on the terms and conditions set out in the Application and the terms and conditions in this Declaration of Trust.

1. Registration and Certain Definitions

The Trustee will apply for registration of the Plan under the provisions of the Act and, and if applicable, the provisions of any income tax legislation of the Province or Territory where the Planholder resides. The Act (as it may be amended or replaced from time to time) the regulations thereunder and such applicable provincial or territorial income tax legislation are collectively referred to in this Declaration of Trust as the "Applicable Tax Legislation". The word "spouse" or "common-law partner" used herein has the meaning as used or defined in the Act as it may be amended or replaced from time to time.

2. Purpose of the Plan

The purpose of the Plan is to provide the Planholder with retirement income. Pursuant to the arrangement between the Trustee and the Planholder pursuant to this Declaration of Trust the Trustee undertakes, in consideration for the transfer to the Trustee of property, to pay amounts to the Planholder (and where the Planholder so elects, to the Planholder's spouse or common-law partner after the annuitant's death) the total of which is, in each year in which the minimum amount under the arrangement for the year is greater than nil, not less than the minimum amount under the arrangement for that year, provided that the amount of such payment does not exceed the value of the property held in connection with the Plan immediately before the time of the payment. The Plan is subject to the requirements of (a) the Applicable Tax Legislation, and (b) the act that governs pension benefits and corresponding regulations applicable in the jurisdiction indicated on the Application, as such legislation is amended from time to time (collectively the "Applicable Pension Legislation").

3. Sources of Funds

The Trustee shall accept only transfers of cash or investments, in a form acceptable to it, which are "qualified investments" for registered retirement income funds within the meaning of the Act, as may be directed by or on behalf of the Planholder. Amounts transferred to the Plan may only be transferred from:

- A registered retirement income fund ("RRIF") or registered retirement savings plan ("RRSP") under which the Planholder is the annuitant;
- An RRSP or RRIF of which the Planholder's spouse or common-law partner (or former spouse or common-law partner) is the annuitant, where the Planholder and the spouse or common-law partner (or former spouse or common-law partner) are living separate and apart and the transfer is made under a decree, order or judgement of a competent tribunal or under a written separation agreement relating to a division of property between both the Planholder and the spouse or common-law partner (or former spouse or common-law partner) in settlement of rights arising out of, or on the breakdown of marriage or common-law partnership;
- The Planholder to the extent that the amount transferred is described in subparagraph 60(1)(v) of the Act;
- A provincial pension plan in the circumstances permitted by subsection 146(21) of the Act;

Terms and Conditions for Retirement Income Fund



- A registered pension plan of which the Planholder is a “member” as defined in subsection 147.1(1) of the Act;
- A registered pension plan, in accordance with subsection 147.3(5) of the Act, if the amount is a single amount, no portion of which relates to an actuarial surplus, and the Planholder is the spouse or common-law partner (or former spouse or common-law partner) of a member of the registered pension plan and the Planholder is entitled to the amount under a decree, order or judgement of a competent tribunal or under a written agreement relating to the division of property between the member and the Planholder in settlement of rights arising out of or on a breakdown of their marriage or common-law partnership;
- A registered pension plan, in accordance with subsection 147.3(7) of the Act, if the amount is a single amount, no portion of which relates to an actuarial surplus, and the Planholder, as the spouse or common-law partner (or former spouse or common-law partner) of the deceased member of the registered pension plan, is entitled to the amount as a consequence of the death of the member of the registered pension plan; and
- Other sources that may be permitted as stipulated in paragraph 146.3(2)(f) of the Act from time to time.

4. Investments

The Trustee will inform the Planholder of his/her investment options at the time the Planholder applies for the RIF. Instructions must be provided by the Planholder to the Trustee as to how the property held in connection with the Plan is to be invested. From time to time the investment options that are available may change. Investment options will always be subject to any restrictions on investments in Applicable Pension Legislation and Applicable Tax Legislation. The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. The Trustee will not, however, be liable to the Planholder or any other person in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, the Planholder or any other person in the Plan, as a result of the valuation, acquisition, holding, transfer or disposition of any property held in connection with the Plan.

It is the sole responsibility of the Planholder to choose the investments of the property held in connection with the Plan; to determine whether any such investment is or remains a “qualified investment” that is not a “prohibited investment” for the Plan, as those terms are defined in subsection 207.01(1) of the Act; and to determine whether any property held in connection with the Plan should be purchased, sold or retained by the Trustee. An agent, satisfactory to the Trustee, may be appointed by the Planholder to give investment directions on behalf of the Planholder to the Trustee and the Trustee shall not be liable for any damages loss or other liability as a result of acting upon such directions. The Trustee shall not be liable for any loss suffered by the Plan or any person as a result of any act done by the Trustee in reliance or the authority of the Planholder or the Planholder’s agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as the Planholder’s agent or legal representative or otherwise authorized to act on the Planholder’s behalf.

Transfers of funds from one investment to another investment is permitted, provided that such disposition and acquisition is at fair market value and is permitted by the terms of the investment, the Applicable Tax Legislation and the terms and conditions of the Plan. Such transfers of funds between investments must be requested by the Planholder in writing to the Trustee. All interest and income earned by the investments, as well as any bonus declared, will be credited to the Planholder’s RIF account. Interest on regular payments or amounts that are withdrawn or transferred will not be paid after the Trustee has processed any request for such withdrawal or transfer.

The Trustee holds legal ownership and possession of the investments in the Plan. The Trustee is not obligated to exercise voting rights with respect to the investments in the Plan unless otherwise instructed by the Planholder in writing.

5. Calculating Payments

Subject to the terms of the Declaration of Trust and the Applicable Tax Legislation, all of the property held in connection with the Plan shall be used and applied by the Trustee only for the provision of payments to the Planholder (and, where the Planholder so elects, to the Planholder’s spouse or common-law partner after the Planholder’s death) the total of which is, in each year in which the “minimum amount” as defined in subsection 146.3(1) of the Act (the “Minimum Amount”) is greater than nil, not less than the Minimum Amount for that year, but the amount of any such payment cannot exceed the value of the property held in connection with the Plan immediately before the time of the payment. The Minimum Amount will be nil in the first calendar year of the Plan. The Planholder may, before any payment has been made, elect the use of a prescribed factor based on the age of the Planholder, or the age of the Planholder’s spouse or common-law partner, to calculate the Minimum Amount. This election is binding and cannot be changed, revoked or amended once it is made.

6. Making Payments

The Trustee shall make only those payments permitted for a registered retirement income fund under the Act. Payments to the Planholder from the Plan will begin on or before December 31 of the second calendar year of the Plan. The Planholder may

specify in the Application the amount and frequency of the payments to be made during the year, provided that the aggregate amount is not less than the required Minimum Amount and does not exceed the value of the property held in connection with the Plan immediately before the time of payment. In each subsequent year, the Trustee will pay the same amounts, subject to the foregoing limitations, unless the Planholder provides instructions in writing to the Trustee to change the amount or frequency of the payments or requires additional payments. If the Planholder does not specify an amount on the Application, or the amount the Planholder specifies for any year is less than the Minimum Amount for that year, the Trustee will pay the Planholder the required Minimum Amount for that year. Payments will be made net of all proper charges, including income tax required to be held withheld. If the Plan does not have sufficient cash to pay these charges, the Trustee will be entitled to require the Planholder to pay these charges. In order to make payments, the Trustee may have to withdraw, liquidate or sell all or part of one or more of the investments in the Plan prior to the maturity date of the investment(s). The Trustee assumes no liability for any losses that may result. Payments must be reported by the Planholder as income in the Planholder’s tax return for the year the payments are received. Payments made under the Plan may not be assigned in whole or in part.

7. Transfers

Provided that the investments involved have matured, the Trustee shall at the direction of the Planholder and in accordance with subsection 146.3(2) of the Act, transfer all or any part of the property held in connection with the Plan (less all proper charges and any amounts that the Trustee is required by the Act to retain), within thirty (30) days of receipt by the Trustee of such direction, to:

- a person who has agreed to be a carrier of another registered retirement income fund of the Planholder, together with all information necessary for the continuance of the Plan;
- a registered retirement savings plan of which the Planholder is the annuitant, provided that such transfer is before the end of the year in which the Planholder reaches age seventy-one (71);
- purchase, on behalf of the Planholder, an immediate or deferred annuity that meets the requirements of paragraph 60(l) of the Act. The deferred annuity must start no later than the end of the year in which the Planholder turns age seventy-one (71); or
- a registered pension plan of which the Planholder was a member prior to the transfer or an account of the Planholder under a pooled registered pension plan, in accordance with subsection 146(14.1) of the Act.

Any transfer of property held in connection with the Plan will be subject to all applicable restrictions and requirements under Applicable Tax Legislation.

8. Estate Matters

In the event of the death of the Planholder before the payments from the RIF end, the Trustee will, upon receipt of satisfactory evidence of such death, distribute the property held in connection with the Plan at the time of the Planholder’s death or an amount equal to the value of such property at that time to the beneficiary, if any, designated pursuant to this section 8 or to the legal personal representative of the Planholder, unless the Planholder’s spouse or common-law partner has been designated specifically as the successor annuitant of the Planholder as provided for in this section 8, or by will, in which case the Trustee shall continue the payments to the Planholder’s spouse in accordance with the provisions of this Declaration of Trust.

Designation

If permitted by applicable law and recognized by the Trustee for such purpose, the Planholder may designate one or more beneficiaries or a successor annuitant other than by will to receive the value of the property held in connection with the Plan at the time of the Planholder’s death (the “Proceeds”) in the event of his/her death before the payments from the RIF end. A beneficiary or successor annuitant designation under the Plan can only be made, altered or revoked by a Beneficiary Designation Form, dated and signed by the Planholder and delivered to the Trustee before any payment of the Proceeds is made. In the case of designation of a successor annuitant, only the Planholder’s spouse may be deemed to be the successor annuitant. If there is no successor annuitant, any person, including the spouse, may be deemed to be a designated beneficiary. If more than one legally valid designation has been delivered to the Trustee and if such designations are inconsistent then, to the extent of such inconsistency, the Trustee shall make payment only in accordance with the designation bearing the latest execution date and such designation shall be determinative of any inconsistency. If (a) no legally valid beneficiary or successor annuitant designation is in effect at the time a payment of the Proceeds is to be made, (b) all beneficiaries who have been so designated predecease the Planholder, or (c) a beneficiary designation is not permitted under applicable provincial legislation, the Planholder will be deemed to have elected that such payment be made to his/her estate and the Proceeds will be paid to the legal personal representative(s) of the Planholder.

Caution

The designation of a beneficiary for the Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be the Planholder’s responsibility to revoke or change the designation, as applicable.

Terms and Conditions for Retirement Income Fund



For Quebec

Where the laws of Quebec apply, a beneficiary designation made on the Beneficiary Designation Form cannot be given effect. A beneficiary designation will only be effective if made in a will or other written document that meets the requirements of a testamentary disposition under the laws of Quebec.

Payments

In all cases, the Proceeds will be subject to the withholding of any applicable tax and deduction of all proper charges. The Trustee shall be fully discharged from any further obligations and liability in connection with the Plan upon payment being made in accordance with this provision even though such designation may be invalid as a testamentary instrument.

9. Marriage or Common-Law Partnership Breakdown

In the event of a breakdown of marriage or common-law partnership between the Planholder and the Planholder's spouse or common-law partner, any entitlement hereunder shall be subject to the laws of the appropriate jurisdiction relating to the distribution of the property of spouses or common-law partners on the breakdown of marriage or common-law partnership and subject to the Applicable Tax Legislation. If the spouse or common-law partner (or former spouse or common-law partner) of the Planholder is entitled to an amount under a decree, order or judgment of a competent tribunal or under a written agreement that relates to a division of property in settlement of a breakdown of marriage or common-law partnership, the Trustee will transfer that amount directly to a registered retirement savings plan or registered retirement income fund of the spouse or common-law partner (or former spouse or common-law partner) in accordance with subsection 146.3(14) of the Act.

10. Date of Birth and S.I.N.

The Planholder certifies that his or her date of birth in the Application is accurate and agrees to provide any further evidence of proof of age that may be required on maturity of the Plan. The Planholder agrees that the Planholder's social insurance number may be used for administrative purposes.

11. Exemptions and Prohibitions

Except where permitted by law, the amounts held in the Plan may not be used to satisfy a judgement against the Planholder and cannot be seized or attached. In addition, except if Applicable Pension Legislation requires otherwise, the Planholder is prohibited from giving anyone else an interest in the property held in connection with the Plan or assigning in whole or in part the payments under the Plan and any transaction purporting to so give or assign is void. Except as otherwise provided in Section 15 of this Declaration of Trust, the Trustee cannot use any right of set-off against any amounts in the Plan to pay any debt obligation the Planholder may owe to the Trustee. The property held in connection with the Plan may not be used as security for any loan or indebtedness. The Trustee will not make any payments from the Plan except those specifically permitted under the provisions of this Declaration of Trust or the Act or required by law. The Trustee reserves the right to prohibit any transaction, investment, payment or transfer, whether an "advantage"; an "RRSP strip" or a "swap transaction"; as those terms are defined in subsection 207.01 of the Act, or any other payment or transfer which is or may be prohibited or penalized under the Act.

12. No Advantage

No "advantage", as defined under paragraph 207.01(1) of the Act in relation to the Plan, may be extended to the Planholder, the Plan, or any person with whom the Planholder is not dealing with at arm's length. The Planholder is prohibited from engaging in any transaction, payment or transfer in connection with the Plan which is, or may be, or result in an "advantage"; "RRSP strip" or a "swap transaction" as those terms are defined in subsection 207.01(1) of the Act in respect of the Plan.

13. Fees and Expenses

The Trustee may charge and receive such fees and other charges and recover all reasonable expenses for trustee and administrative services and for transactions as may be established by it from time to time for the Plan. The fees and other charges associated with the Plan will be disclosed at the time the Planholder applies for the Plan. The fees may change from time to time and will be disclosed to the Planholder in writing at least sixty (60) days before the new fees go into effect. The Trustee is entitled to charge the Plan for fees and other charges (together with any goods and services tax or other taxes applicable thereto), including fees and charges of any agent of the Trustee, and is entitled to reimbursement from the Plan for all disbursements, expenses and liabilities incurred by the Plan or in connection with the Plan. Part of the Plan may be held as cash to pay the fees and other expenses relating to the Plan. To cover these fees and other charges, the Trustee may liquidate all or part of one or more of the investments in the Plan; the Trustee assumes no liability for any losses that may result.

14. Amendments

From time to time, the Trustee may amend the Plan, with the concurrence of regulatory and taxing authorities, if required. The Trustee will give the Planholder sixty (60) days notice in writing of material changes. No amendment, however, will be made that would have the effect of disqualifying the Plan as a registered retirement income fund for purposes of the Act. If an amendment results from changes to the Act or Applicable Pension Legislation, or to satisfy a requirement

imposed by the Applicable Tax Legislation, the Plan will be automatically amended without notice to the Planholder.

15. Statement

An annual RIF account statement for the Plan will be delivered to the Planholder. If an account statement is not received the Planholder should contact his/her Deposit Broker, if applicable, or Home Trust Company.

16. Appointment of Agent

The Trustee may appoint an agent to perform certain administrative duties relating to the operation of the Plan. The Trustee acknowledges and confirms that if an agent is appointed ultimate responsibility for administration of the Plan remains with the Trustee.

17. Resignation and Successor Trustee

Where the Trustee desires to resign and be discharged from the trusts of the Plan, or is for any reason incapable of acting as Trustee hereunder, Home Trust Company is nominated for the purpose of appointing a successor trustee of the Plan that satisfies the requirements under Applicable Tax Legislation to be the trustee of the Plan. Such successor trustee shall, upon acceptance of the trusts hereof, be the Trustee of the Plan for all purposes as if such successor trustee had been the original Trustee. Such successor trustee shall, within ninety (90) days of its appointment, give written notice of its appointment to the Planholder.

18. Notice

Any notice given to the Trustee will be sufficiently given if in writing and mailed, postage prepaid, addressed to the Trustee at the address indicated on the RIF account statement. The Trustee considers that it has received such notice on the day it is actually delivered to it. If the Trustee sends the Account Holder a notice, statement or receipt by mail, the Trustee considers that the Account Holder has received it five (5) days after it has been postmarked by the post office and mailed to the Account Holder at the last address Home Trust Company has in its records.

19. Limitation of Liability and Indemnity

The Trustee is entitled to act upon any instrument, certificate, notice or other writing believed by it to be genuine and properly signed or presented. The Trustee is not responsible for determining whether any investment is a "prohibited investment" for the RIF under Applicable Tax Legislation and such determination is the sole responsibility of the Planholder. The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment, but the Trustee shall not be liable for or in respect of any taxes, interest or penalties which may be imposed on the Trustee in respect of the Plan under the Applicable Tax Legislation, whether by way of assessment, reassessment or otherwise, or for any other charges levied or imposed by any governmental authority upon or in respect of the Plan as a result of payments out of the Plan, the purchase, sale or retention of any investment, including, without limiting the generality of the foregoing, non-qualified investments and the Trustee may reimburse itself for or may pay any such taxes, interest, penalties or charges out of the assets of the Plan as it in its absolute discretion deems appropriate. The Trustee shall not be liable for any loss or diminution of the property held in connection with the Plan, or caused by or resulting from the Trustee acting or declining to act upon instruction given to it, unless due to its own gross negligence, wilful misconduct or lack of good faith.

The Planholder and his/her heirs, executors and legal representative(s) shall at all times indemnify and save harmless the Trustee and its directors, agents and employees in respect of any taxes, interest, penalties or charges levied or imposed upon the Trustee in respect of the Plan and in respect of the Plan or any losses incurred by the Plan (other than losses for which the Trustee is liable in accordance herein) as a result of the acquisition, retention or transfer of any investment; or as a result of payments out of the Plan made in accordance with these terms and conditions; or as a result of the Trustee acting or declining to act upon any instructions given to it by, or on behalf of, the Planholder.

The Trustee shall be discharged from all further duties and liabilities hereunder immediately following the making of the final payments as required under this Declaration of Trust.

20. Governing Laws and Submission to Jurisdiction

This Declaration of Trust is governed by the Applicable Tax Legislation, by the Applicable Pension Legislation, and by the laws of the jurisdiction in Canada indicated on the Application and the federal laws of Canada applicable in that jurisdiction. It is to be interpreted in accordance with those laws. If any part of this Declaration of Trust is found invalid or unenforceable, the validity or enforceability of the remaining provisions of this Declaration of Trust will not be affected. Without prejudice to the ability of any party to enforce this Declaration of Trust in any other proper jurisdiction, each of the Trustee and the Planholder irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Declaration of Trust.