

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

DEFINITIONS USED IN THIS AGREEMENT

Agreement means the Application and this Declaration of Trust;

Applicable pension legislation means the Pension Benefits Act and regulations, as amended from time to time that govern jurisdiction is indicated on the Application;

Applicable tax legislation means the Tax Act and any applicable provincial tax legislation, as amended from time to time;

Application means your application for this Plan;

Fiscal year means the fiscal year of the Plan. It end on December 31 each year and shall not exceed 12 months;

Life annuity has the same meaning as in the applicable pension legislation and as stipulated in the definition of “retirement income” under subsection 146(1) of the Tax Act and complies with paragraph 60 (l) of the Tax Act;

Locked In Retirement Account (LIRA) means an account that is registered as a RSP under the Tax Act and complies with applicable pension legislation;

Locked-in RRSP (LRSP) means a 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 applicable pension legislation;

Marriage breakdown means divorce, annulment of your marriage, separation for the period of time required by any applicable legislation or, in the case of unmarried spouses, when you stop living together;

Owner or customer means the annuitant;

Plan means the RIF set up with your application;

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

Retirement Income Fund means a retirement income fund as defined by the Tax Act;

Spouse has the same meaning as recognized in the applicable pension and tax legislation and includes common-law partner as defined in the Tax Act;

Tax Act means the Income Tax Act (Canada), as amended from time to time;

We, our and us mean Home Trust Company.

You and your mean the customer (annuitant) named on the Application

1. Registration

We will apply for registration of your Plan, as required by the applicable tax legislation. We agree to accept the position of trustee if your Plan once we have received your completed Application.

2. Purpose

The purpose of the Plan is to provide you with retirement income. All funds transferred to the Plan, including all income, investments, interest and gains, will be held in trust by us and invested in accordance with this Agreement and applicable pension and tax legislation.

3. Sources of Funds

Cash, or other investments transferred to the Plan must be qualified investments within the meaning of the applicable tax legislation. All amount transferred to your RIF must come from:

- Another RRIF or RRSP you own;
- A RRSP or RRIF of which your spouse or former spouse is an owner, as part of a judgement of a competent tribunal or written separation agreement relating to the division of property following marriage breakdown;
- Another RRIF, RRSP or registered pension plan if the money is an amount described in subparagraph 60(l) (v) of the Tax Act;
- A provincial pension plan in the circumstances permitted by subsection 146 (21) of the Tax Act;
- Other sources that may be permitted from time to time by the applicable tax legislation. When required, a transfer from a registered pension plan to a RIF as a result of the death of your spouse must not include any amount that is actuarial surplus:
- A registered pension plan of which you are a member or former member;
- A registered pension plan, LRSP, LIRA, or LIF of which your former spouse is a member, former member or owner as part of a judgement of a competent tribunal or written separation agreement relating to the division of property following marriage breakdown;
- A registered pension plan of which your spouse was a member, as a result of the death of your spouse;
- Other sources that may be permitted as stipulated in paragraph 146.3 (2) (f) of the Tax Act from time to time; or
- A provincial pension plan in the circumstances permitted by subsection 146 (21) of the Tax Act.

4. Your RIF Account

We will set up a RIF account in your name, and we will keep a record of:

- All funds transferred to the Plan
- The number and cost of the investments held for the Plan
- Any interest, earned or accrued
- Any payments out of the Plan
- Any fees or transaction costs charged to the Plan

We will send you a statement about your account at least once a year.

5. Investments

We will tell you what investment options are available. In turn, you must tell us how you want the funds invested. From time to time, we may change the investment options that are available. These options will always be subject to any restrictions on investments in applicable pension and tax legislation. You may appoint an agent, satisfactory to us, to give us your investment directions which we may act on without incurring any liability. You may transfer funds from one investment to another, provided this is permitted by the terms of the investment. To do so, you must tell us in writing. We will keep legal ownership and possession of the investments in your Plan in whatever form we determine. We may calculate interest on investments in your Plan and credit it to your account more frequently than we tell you when you complete the Application. All interest and income earned by the investments, as well as any bonus we may declare, is credit to your Plan. We do not pay interest on regular payments or amounts that you withdraw or transfer after we have processed your request for transaction. Unless you give us instructions, we are not obligated to exercise voting rights with respect to the investments in your Plan.

6. Valuation

Your Plan is worth the total market value of all its assets. The market value of Guaranteed Investment Certificate in your Plan is original face value of the investment plus compound interest, as well as any accrued interest. In the case of the Savings option, the market value is the current balance plus accrued interest. Accrued interest is

included whether or not it has been credited. The market value of other investments held in your Plan is determined by general industry practices. We calculate the value of your Plan at the end of the last business day of the fiscal year, on the date of a transfer or permitted withdrawal, on the date of your death, and at such other times as we deem appropriate. Our valuation is conclusive binding.

7. Calculating Payments

Payments from your RIF will always fall between the minimum amount required to be withdrawn on the Tax Act and the total value of your Plan immediate before payment. In calculating the required minimum amount under your Plan, you can use your age or the age of your spouse. This decision is binding and cannot be changed once the first payment is made. For the first year of your Plan, the minimum amount to be paid is set at zero.

8. Making Payments

Payments from your Plan begin no earlier than allowed by applicable pension legislation and no later than the last day of the year the year in which you open the Plan. We pay you the amount you choose on your Application provided that if this is a RIF the amount must fall between the required minimum amount and the total value of your Plan. In each subsequent year, we pay you the same amount unless you tell us in writing that you have chosen another amount. If you do not choose an amount on your Application, we pay you the required minimum amount. All amounts you received from your Plan are subject to tax in the year of the withdrawal. Any withdrawals above the required minimum amount will have the appropriate income tax withheld. At the end of the fiscal year, you have to declare all payments and pay any tax 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.

9. Transfers

Provided that the investments involved have matured, we will, if you tell us in writing to do so, transfer all or part of the funds in your Plan. We will transfer the funds within 30 days of your request, as follows:

From your RIF to:

- Another RRIF you own;
- A RRSP you own, provided that it is before the end of the year in which you reach age 71;
- An immediate or deferred annuity that meets the requirements of paragraph 60 (l) of the Tax Act. The deferred annuity must start no later than the end of the year in which you turn age 71; or
- Another permissible registered retirement investment vehicle that meets the requirements of the Tax Act.

10. Estate Matters

If you die before the payments from your RIF end, we will

(a) make the remaining payments to your spouse, or

(b) transfer the funds in your RIF to a RRSP, RRIF or life annuity owned by your spouse, if this is what you elected on your Application.

This assumes that you have a spouse at the time of your death. Except as may otherwise be provided in this Agreement we will pay the remaining funds in your Plan to your spouse. This assumes that you have a spouse at the time of your death. This provision does not apply to the spouse of the surviving spouse of the original Plan owner. Upon your death, we will pay the funds in your Plan to your beneficiary, if any, if

- You do not have a spouse when you die; or
- This is a RIF and you have elected other than as indicated in the first paragraph of this Section 11; or we will make payment to the most recently designated beneficiary of which we have notice, if you have made designations more than once.
- You may designate your beneficiary in your will. Alternatively, in provinces where it is allowed, you may designate your beneficiary in a form acceptable to us and in accordance with applicable provincial legislation. You can change or revoke your designation at any time, either in your will or, if allowed, on a form that we accept.

If, upon your death, the funds in your Plan are not payable pursuant to this Agreement to your spouse, and if you do not designate a beneficiary, your beneficiary dies before you or your designation is not permitted by the province where you live, we will pay the funds in your Plan to your estate. Before we make any payment pursuant to this Section 11, we need proof of your death and may need other documents. We will deduct any applicable taxes, fees and expenses from the payment.

11. Entitlement of You Spouse

The provisions of the applicable pension legislation regarding division on marriage breakdown and paragraph 146.3(14)(a) of the Tax Act apply to this Agreement. We must be told in writing, in a form acceptable to us, of a waiver or revocation and before the time set out in the applicable pension legislation.

12. Proof of Information

You certify the accuracy of all the information you have given us in your Application, including all birth dates, and you agree to give us any further proof that we may need.

13. Exemptions and Prohibitions

Except where permitted by law, the amounts held in your Plan may not be used to satisfy a judgement against you and cannot be seized or attached. In addition, except if applicable pension legislation requires otherwise, you agree not to give anyone else an interest in the funds in your Plan or to assign in whole or in part the payments thereunder and any transaction purporting to so give or assign is void.

Except as otherwise provided in Section 16 of this Agreement, we cannot use any right of set-off against any amounts in your Plan to pay a debt obligation you may have to us.

14. No Benefit

No benefit or loan other than those permitted under paragraph 146.3 (2) (g) of the Tax Act that is conditional in any way on the existence of the Plan may be extended to you or to any person with whom you are not dealing with at arm's length.

15. Fees and Expenses

We are entitled to receive fees and to recover all reasonable expenses for the administration of your Plan. We tell you what our fees are when you apply to open your Plan. We may change them from time to time and, if we do so, we will tell you in writing at least 60 days before the new fees go into effect. Our fees and expenses and those of your agent as well as any applicable taxes may be deducted from the funds in your Plan. We may retain part of your Plan in cash to pay our fees and expenses. To cover these amounts, we can liquidate assets in your Plan without liability.

16. Amendments

From time to time, we may amend this Agreement, with the concurrence of regulatory authorities if required. If we do so, we will give you 60 days' notice in writing. No amendment, however, will disqualify your Plan as a RIF as applicable. If amendment results from change to the Tax Act or applicable pension legislation, this Agreement will be considered to be automatically amended and we will not be required to provide notice to you nor will we be required to provide notice about changes to investment options that do not affect the investments in your Plan.

17. Statements

We will provide you with an annual statement of your plan with the following information:

- Certificate amounts, terms, rate and current value.
- Annual minimum payment for current year.
- Payment amount and frequency.
- Plan type.
- Beneficiary.

18. Our right to Appoint an Agent

You authorize us to delegate the performance of our duties under this Agreement to an agent or agents or professional advisors that we choose. We acknowledge, however, that the ultimate responsibility for the administration of your Plan is ours.

19. Resignation

We may resign from our duties under this Agreement by giving you 90 days' notice in writing. If we resign, we will transfer the balance of your Plan to another carrier that we choose. We will give the other carrier all the information necessary for the administration of your Plan within 90 days of notifying you of our resignation. If we transfer your Plan to another carrier, we will retain an amount equal to the minimum amount which must be paid out of your Plan to ensure this payment is made to you in the year of the transfer.

20. Notice

To give us notice about anything relating to this Agreement, write us at your branch account. We consider that we have received your notice on the day it is actually delivered to us. If we send notice, statement or receipt, we consider that you have received it 5 days after it has been post marked by the post office to you at the last address that we have for you in our records.

21. Indemnity

You, your spouse and your respective heirs and personal representatives shall indemnify us for any governmental charges imposed on your Plan and the payments made from it as well as for any other charge or liability which we may incur as a result of our undertaking our obligations under this Agreement. We are 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. From the date the Plan is converted to a life annuity, we have no further liability to you for it.

22. Governing Laws

This Agreement is governed by the applicable tax and pension legislation and by the laws of the jurisdiction in Canada indicated on your Application. It is to be interpreted in accordance with those laws.