



## B2B Trust Self-Directed Registered Account Application

### Use this Application for:

- Individual RSP
- Spousal RSP
- Locked-In RSP
- Locked-In Retirement Account (LIRA)
- Individual RIF
- Spousal RIF
- Locked-In RIF
- Life Income Fund (LIF)
- Prescribed RIF (Saskatchewan only)

### Send this completed Application to:

B2B Trust, Self Directed Products  
130 Adelaide Street West, Suite 200  
Toronto, Ontario M5H 3P5

## 1. Account Type (check one)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Individual RSP                      | <input type="checkbox"/> Individual RIF                     | For all locked-in Accounts (RSP, LIRA, LRIF, LIF), please state the legislation: |
| <input type="checkbox"/> Spousal RSP                         | <input type="checkbox"/> Spousal RIF                        |  |
| <input type="checkbox"/> Locked-in RSP                       | <input type="checkbox"/> Locked-in RIF                      |  |
| <input type="checkbox"/> Locked-in Retirement Account (LIRA) | <input type="checkbox"/> Life Income Fund (LIF)             |  |
| <input type="checkbox"/> Locked-in Retirement Account (LIRA) | <input type="checkbox"/> Prescribed RIF (Saskatchewan only) |  |
- ☐ Federal ☐ Provincial \_\_\_\_\_ (Name of Province)

## 2. Annuitant Information ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms

Name (Last, First & Middle Initial)		Social Insurance Number		Date of Birth (mm/dd/yyyy)
Home Address (Street No. & Name, Apt. No.)		City	Province	Postal Code
Home Phone Number ( )	Business Phone Number ( )	J'aimerais recevoir ma correspondance en français. <input type="checkbox"/>		
Country of residence, if not Canada (for tax purposes) Please specify: _____		If you are a citizen of the U.S., please check here. <input type="checkbox"/> Additional taxation requirements will be sent to you.		

### Designation of Beneficiary (not applicable in the province of Quebec)

I hereby appoint the person named below as beneficiary to receive any amounts which may be payable in the event of my death. I reserve the right to change the beneficiary at any time. (Beneficiary designation effective only in provinces that allow such designation to be made other than by will.)

Beneficiary Name \_\_\_\_\_

Relationship to Annuitant \_\_\_\_\_

## 3. Spouse or Common-Law Partner Information

Name of Spouse or Common-Law Partner	Social Insurance Number	Date of Birth (mm/dd/yyyy)
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## 4. Dealer/Advisor Information

☐ This Account is being opened for the purpose of investing in Self-Directed Mortgages only, therefore, I do not wish to appoint a dealer/Advisor at this time.

☐ I hereby designate the following dealer and individual to act as my Advisor on this Account:

Dealer Number	Dealer Name	Phone ( )	Fax ( )
Advisor Number	Advisor Name	Email	

## 5. RIF Account Information

### Section A Origin of Funds

- ☐ Internal Transfer, self-directed plan # \_\_\_\_\_
- ☐ External Transfer (please include copy of Transfer Authorization form)
- ☐ Prior to December 31, 1992 ("Old" rules)   OR   ☐ From January 1, 1993 ("New" rules)

### Section B Payment Information

Calculation based on:  
☐ Age of Annuitant   OR   ☐ Age of Spouse or Common-Law Partner (complete Section 3 above)  
 For additional payment instructions, please complete a RIF PAYMENT INSTRUCTIONS form (available on [www.b2b-trust.com](http://www.b2b-trust.com)) and attach with a void cheque for electronic deposits.

## 6. Additional Information


## 7. Annuitant Agreement and Authorization

Please read the relevant Declaration of Trust for important conditions that apply to your Account.

### a. Dealer/Advisor and Investment Authorization

I hereby authorize B2B Trust, the trustee of my Self-Directed Registered Account to provide copies of statements and/or to provide Account balance information to my dealer and/or my Advisor, if applicable, upon request. I hereby recognize that I am solely and entirely responsible for the choice and qualification for tax purposes of any investment held in my Account and, if I have designated an Advisor on this Account, for the choice of my Dealer and Advisor and that B2B Trust has made no representation to me in connection thereto. I further undertake to indemnify and save B2B Trust harmless from any actions, suits, costs and/or damages that may be made against it in this regard. I acknowledge that no person has been authorized by B2B Trust in any way to represent that it endorses the merits of any investment or that it will assume any duties, obligations, or responsibilities other than those expressly provided in the Declaration of Trust attached to this application.

#### Important Notice

Annuitants are strongly advised by B2B Trust to obtain the information they need to make informed decisions. In particular, prior to investing, Annuitants should:

- obtain information on the investment itself, its qualification for tax purposes, the risk associated with the investment and the ability of Annuitants to recover their capital;
- review the investment objectives of any investment they have chosen to ensure that they meet their financial needs; and
- if they invest in shares, bonds or mutual funds, obtain a prospectus, offering memorandum or other prescribed documentation describing the investment prior to or at the time they make their investment.

B2B Trust will execute any order it receives from Annuitants or their dealer or Advisor without making any inquiries in connection with the suitability of the investment. As such, any instruction given by my Designated Advisor and any person duly authorized by my Designated Advisor for that purpose will be considered as instructions given by the undersigned. If Annuitants have any questions or doubts about a particular investment they should seek further advice from their dealer or Advisor or any qualified and independent professional. B2B Trust does not authorize its employees to provide advice to Annuitants in connection with their investments, and does not authorize any other person to do so on its behalf.

### b. Personal Information

I represent and warrant that all personal information set out herein or provided to B2B Trust is true and complete. Personal information that B2B Trust holds regarding me will be used only in activities generally carried on by B2B Trust and its affiliates, and only the employees or authorized representatives of B2B Trust and its affiliates may have knowledge thereof provided that such information is necessary to carry out their duties.

I acknowledge and agree that B2B Trust may at all times, without notifying me, assign my Account to any person. The assignee will be required by applicable laws to retain my personal information for a certain period of time.

I authorize B2B Trust for as long as my Account remains open, to provide to or to obtain from my Advisor (if applicable) any personal information required to render the services provided for herein. In order to benefit from quality service and obtain any information available with respect to the financial products and services offered by B2B Trust and its affiliates, or by any other enterprise deemed appropriate by B2B Trust, I authorize B2B Trust to use the information it holds regarding me to send me any documents, advertising material, or information that B2B Trust considers appropriate. I may ask B2B Trust to cease using the information for the purposes of sending me such documents, advertisement or information, at any time by advising B2B Trust in writing. B2B Trust shall not refuse to render the services otherwise provided for herein, when I qualify for them, even if I have withdrawn my authorization for the use of my personal information for solicitation purposes. Any file concerning me will be kept at B2B Trust's head office at 130 Adelaide Street West, Suite 200, Toronto, Ontario, M5H 3P5. At my written request, B2B Trust will allow me to consult the information which may be accessed by law, and I may obtain a copy of such information by paying the applicable fees. I authorize B2B Trust to use my social insurance number for income tax reporting, identification, and for data consolidation purposes, as well as for the services rendered by B2B Trust.

### c. Confirmation of Application

I, the undersigned, hereby submit an application to B2B Trust for membership to the B2B Trust Self-Directed Registered Account. I request that B2B Trust apply for registration of the Plan or Fund as a Registered Retirement Savings Plan (RRSP) or Registered Retirement Income Fund (RRIF) under the *Income Tax Act* (Canada) and, if necessary, under any Provincial Income Tax Act.

I acknowledge and accept the provisions and requirements of the Self-Directed Registered Account as described in this application and the relevant Declaration of Trust and I further acknowledge that all sums eventually received under the Self-Directed Registered Account shall be subject to the provisions of the *Income Tax Act* (Canada) and, if necessary of any Provincial Income Tax Act.

**Quebec only:** I have requested that this document and all other related documents be drawn up in the English language only. Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais seulement.

## 8. Account Opening Disclosure – Responsibilities, Dealer / B2B Trust

The dealer identified in section 4 of this application form, and the Designated Advisor will be responsible for determining the suitability of investments and borrowing to invest, and for ensuring appropriate supervision is performed for all trading activity in your Account.

### (i) Mutual Fund Dealers

If the dealer is a member of the Mutual Fund Dealers Association of Canada, the dealer is an Introducing Dealer, B2B Carrying Services ("BCS") - a division of LBC Financial Services Inc. - is a Carrying Dealer, and B2B Trust is a Trust Company providing certain services to BCS under a service agreement. With respect to any transaction you may enter into, BCS and B2B Trust will be responsible for trade execution initiated by BCS, and trade settlement by BCS. BCS may pay a portion of fees collected on your Account to the Introducing Dealer, and the Introducing Dealer may pay BCS for trade execution services on your behalf.

### (ii) Investment Dealers

If the dealer is a member of the Investment Industry Regulatory Organization of Canada, neither B2B Carrying Services (a division of LBC Financial Services Inc.) nor B2B Trust act as a Carrying Dealer for the dealer.

## 9. Authorization

I have read and I understand the section titled "Annuitant Agreement and Authorization", the "Account Opening Disclosure – Responsibilities, Dealer/B2B Trust" as well as the relevant Declaration of Trust prior to signing on the space below and I agree to be bound by their terms.

\_\_\_\_\_  
Annuitant Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

## 10. Advisors to Complete this Section

I hereby certify that I have personally met with the Annuitant listed above and have witnessed the Annuitant sign this document.

\_\_\_\_\_  
Advisor Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

## 11. Declaration of Trust for the B2B Trust Retirement Savings Plan (07-01-08) (#307-1)

B2B Trust (hereinafter referred to as the "Trustee") through the intermediary of an officer duly authorized to sign, hereby accepts to act as Trustee of the B2B Trust Retirement Savings Plan for the person whose name appears as Annuitant on the Account Application.

### DEFINITIONS AND INTERPRETATION

- a) "**Annuitant**" means the person indicated as annuitant (within the meaning given by the Income Tax Act (Canada) and any applicable Provincial Legislation to such word) on the Account Application form and for whom the Plan was set up.
- b) "**Asset**" means any asset (including without limitations cash, any investment and/or a combination of both) accepted by the Trustee and held from time to time under the Plan as a qualified investment in accordance with the Tax Laws, as well as all income earned on and all proceeds of the asset.
- c) "**Contribution**" has the meaning set forth in section 3 of this Declaration.
- d) "**ITA**" means the Income Tax Act (Canada), as amended from time to time.
- e) "**Plan**" means the Retirement Savings Plan administered by the Trustee as defined in paragraph 146(1) of the ITA and opened in the name of the Annuitant according to the Account Application form.
- f) "**Provincial Legislation**" means any provincial income tax legislation and regulations applicable hereto, as amended from time to time.
- g) "**Spouse**" means the individual who is considered by the Tax Laws to be the Annuitant's Spouse or Common-Law Partner relative to the Plan.
- h) "**Tax Laws**" means the ITA and such other federal or provincial laws applicable hereto, all as amended from time to time.
- i) "**Trustee**" means B2B Trust.
- j) **Heading.** The insertion of headings herein is for convenience of reference only and shall not affect the construction or interpretation hereof.
- k) **Gender and Quantity.** Except where the context otherwise requires, a reference to the male gender shall include the female and neuter genders and vice versa, and a reference to the singular shall include the plural and vice versa.
- l) **Governing Law.** This Declaration of Trust and the Plan created hereby shall be governed by and construed in accordance with the laws of the Province in which the Annuitant resides at the time the Plan is created and the laws of Canada applicable therein.

**1. REGISTRATION** - The Trustee shall apply for registration of the Plan in accordance with the provisions of the Tax Laws.

**2. TRUST** - As long as the Plan is accepted for registration, it shall constitute an irrevocable trust and the funds held by the Trustee may not be withdrawn, transferred or assigned, in whole or in part, unless a refund is provided for under this contract, and in accordance with the Tax Laws.

**3. CONTRIBUTION** - The Annuitant (or the Spouse as the case may be) may contribute at any time and at any interval any amount in the form of an Asset (hereinafter referred to as a "Contribution"), subject to the maximum annual limits established by the Tax Laws, shall be held and maintained by the Trustee according to the terms of this Declaration. The Annuitant must ensure that Contributions do not exceed the maximum limits established by the Tax Laws. If the Contribution limit has been exceeded, the Annuitant is solely responsible for requesting a refund which would be sufficient to withdraw that portion which led to the over Contribution (as defined in paragraph 146(2)(c.1) of the ITA), and will be responsible for any penalties that may be imposed.

**4. INVESTMENTS** - The Annuitant hereby recognizes that he is solely and entirely responsible for the choice and qualification for tax purposes of any Asset held in the Plan. The Contributions and the income they generate shall be:

- (a) invested according to the instructions given by the Annuitant to the Trustee. However, all investments must at all times comply with the Tax Laws governing the Plan; or
- (b) failing instructions from the Annuitant, the Trustee may, without being obligated to do so, invest the balance of the Plan, in whole or in part, according to the last written instructions received from the Annuitant or in any other way it deems appropriate including shares, bonds or any other securities issued by the Trustee or any corporation or company affiliated with it, notwithstanding the laws of all jurisdictions regarding investing the property of others and without incurring any liability in this regard.

**5. TOTAL OR PARTIAL WITHDRAWAL FROM THE PLAN** - The Annuitant may, before the Plan matures, request a full or partial refund of the Contributions from the Trustee. Based on the instructions given by the Annuitant, the Trustee will pay out of the proceeds of the Plan the amount requested as a withdrawal from the Plan. The Trustee will also deduct from those proceeds the amount(s) required to be withheld under the Tax Laws, and all service fees and expenses incurred in connection with the withdrawal. The Trustee may realize on the Assets of the Plan in its sole discretion to provide for such withdrawals from the Plan.

**6. RESPONSIBILITY** - The Trustee is ultimately responsible for the administration of the Plan according to this Declaration of Trust. However, the Trustee is in no way responsible with respect to the choice of investments made by the Annuitant or for the consequences arising therefrom, even if the Trustee has prior knowledge of the choice of investments. The Annuitant hereby recognizes that he is solely and entirely responsible for the choice and qualification for tax purposes of any Asset held in the Plan. If an Asset was or becomes prohibited under the Tax Laws, the Trustee may liquidate or redeem the Asset and keep the proceeds in the Plan until new instructions from the Annuitant are received. In addition, the Trustee shall not be held liable either for any loss or depreciation in the value of the Assets for the term of the Plan, or for the liquidation in whole or in part of the Plan's Assets. The Trustee will not be responsible for, or in respect of, any taxes, interest or penalties which may be imposed on the Trustee in respect of the Plan under the provisions of the Tax Laws or of any other legislation or in respect of any investments in the Plan that are not eligible as qualified investments for a RRSP under the Tax Laws, whether by assessment, reassessment or otherwise, or for or in respect of 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 or otherwise. The Annuitant hereby acknowledges and assumes sole responsibility for everything mentioned above, and thus shall remain liable at all times to the Trustee for same. In addition, the Annuitant will remain liable at all times to the Trustee for all service fees and expenses, even if there is insufficient Assets to cover their payment.

**7. MANAGEMENT OF THE PLAN** - The Trustee will use reasonable care in holding, managing and safekeeping the Assets of the Plan. The Trustee may maintain any Asset in the Plan in any place and under any other name and form as the Trustee determines from time to time. The Trustee will not have any duty or responsibility regarding voting and giving proxies to vote in respect of the Assets except to mail proxies and other notices received by the Trustee in respect of the Assets to the Annuitant. Furthermore, failing instructions from the Annuitant, the Trustee has the right in its discretion to refuse to act and the Annuitant agrees that the Trustee will not be liable for such refusal. The Trustee will not have any duty or responsibility to investigate or participate in any process or proceedings involving the qualification of an Asset as a qualified investment.

**8. MATURITY OF THE PLAN** - (a) The Annuitant may, through written notice to the Trustee, determine his date of maturity of the Plan, which must be before the end of the year during which he reaches the age of seventy one (71) or such other age as required by the Tax Laws. This notice must be given to the Trustee at least ninety (90) days before the Plan matures and must specify the Annuitant's type of retirement income. The Annuitant shall have full responsibility for providing for the Plan's maturity date and for choosing a qualified retirement income according to the requirements of the Tax Laws. In addition, the Annuitant will be required to complete all documentation necessary to such transfer.

(b) Failing written instructions from the Annuitant within the relevant period and on or after the day following the end of that year, the Trustee at its discretion may (i) transfer the Assets of the Plan or the proceeds of the disposition thereof to a RRIF, or (ii) if the amount does not meet the minimum amount requirements of the Trustee to transfer to another form of retirement income, close the Plan and pay the Plan proceeds to the Annuitant, or transfer the Plan

proceeds to a cash Account in the Annuitant's name. The Trustee will also deduct from those proceeds the amount(s) required to be withheld under the Tax Laws, and all service fees and expenses incurred in connection with the Plan closure or transfer. The Trustee may realize on the Assets of the Plan in its sole discretion to provide for such closure or transfer from the Plan.

(c) Upon such transfer of all the Plan's Assets to a RRIF: (i) the Annuitant will be deemed to have elected to use his age (and not his Spouse's age, as the case may be) to determine the "minimum amount" payable under the RRIF according to the Tax Laws; (ii) deemed not to have elected to designate his Spouse to become the annuitant of the RRIF on his death and not to have designated any beneficiary of the RRIF on his death; and (iii) deemed to have agreed to all provisions of the RRIF as if the Annuitant had signed the Account Application for it and had made, or refrained from making, the elections and designations referred to above.

(d) At all times, the Trustee may require that the Annuitant provide proof of age.

**9. BENEFITS AFTER MATURITY** - The Plan does not provide for the payment of any benefit to the Annuitant after maturity, except by way of retirement income, in full or partial commutation of the retirement income under the Plan or in respect of a commutation as referred to in paragraph 146(2)(c.2) of the ITA and in the provisions of any Provincial Legislation. After the maturity of the Plan or following a partial conversion, retirement income shall be paid to the Annuitant only by way of equal annual or more frequent periodic payments. In addition, in accordance with paragraph 146(2)(b.2) of the ITA, the aggregate of the periodic payments in a year under an annuity after the death of the Annuitant shall not exceed the aggregate of the payments made in a year before that death.

**10. EXCESS CONTRIBUTION** - Upon written request from the Annuitant, the Trustee shall refund to the Annuitant (or his Spouse, whomever is the taxpayer under the Tax Laws in respect of such refund) the amount which is determined to be a cumulative excess amount or an excess amount, in accordance with paragraph 146(2)(c.1) of the ITA and, where applicable, according to the requirements of the Provincial Legislation. This refund will be deducted out of the proceeds of the realized Assets of the Plan. The Trustee will also deduct from this payment all service fees and all expenses incurred in connection with such refund.

**11. PREMIUM AFTER MATURITY** - The Plan does not provide for the payment of any premium after maturity.

**12. ASSIGNMENT** - Retirement income, property or Asset held under the Plan may not be, in whole or in part, hypothecated, pledged, assigned, alienated or in any way given as security.

**13. FEES, CHARGES AND DISBURSEMENT** - The Trustee shall be entitled to collect its usual fees which are known to the Annuitant directly from the Assets of the Plan. The Trustee may change its fees from time to time by sending, thirty (30) days prior written notice to the Annuitant. The Trustee shall also be entitled to a reimbursement from the Annuitant of all fees, charges and disbursement incurred in connection with the Plan, including, without restriction, any overdraft, any penalty imposed upon a prepayment, any fees and interest payable by the Plan for any reason whatsoever and all taxes paid by the Trustee including taxes payable in connection with non qualified investments or foreign property. If the Annuitant fails to pay the fees, charges, disbursement, taxes, or other costs mentioned in this paragraph, within thirty (30) days from the date on which they are due, the Trustee may, without being obligated to do so, sell the Assets to collect such fees, charges, disbursement, taxes, or other costs. The Trustee is hereby authorized to sell or redeem any Assets at the price and under the conditions it shall deem appropriate. The Annuitant shall remain liable to the Trustee for all fees, charges, disbursement, taxes, or other costs, the amount of which exceeds the value of the Assets.

**14. CHANGES TO THE FEES** - The Trustee at its discretion may change the service fees and other charges from time to time. The Annuitant will be given at least thirty (30) days prior notice of each change.

**15. ADVANTAGE** - The Plan does not provide for any advantages, other than an advantage stipulated in paragraph 146(2)(c.4) of the ITA and, where applicable, of the corresponding provision in any Provincial Legislation, that is extended to the Annuitant or to a person with whom he is not dealing at arm's length.

**16. COMPENSATION** - The Trustee shall not be entitled to any offset with respect to property held under the Plan relative to any debt or obligation contracted with the Trustee except for fees, charges, expenses and administration fees payable according to this Declaration of Trust.

**17. AMENDMENTS** - The Trustee may, at any time, amend the terms and conditions provided herein. Amendments shall take effect thirty (30) days after written notice has been served. The Annuitant will be provided with an amended copy of the Declaration of Trust reflecting any such change.

No change to this Declaration of Trust (including a change calling for the Trustee's resignation as Trustee or the termination of the trust created by this Declaration of Trust) will be retroactive or result in the Plan not being acceptable as a RRSP under the Tax Laws or in the property held under the Plan ceasing to be Asset.

**18. TRUSTEE RESIGNATION** - The Trustee may resign from its duties as the Trustee for the Annuitant under the Plan at any time and be freed of all other obligations and responsibilities contained herein by sending the Annuitant prior written notice of thirty (30) days (or less if deemed appropriate by the Annuitant).

The Trustee may appoint as its successor, under the terms provided for herein, any eligible person authorized to act so according to the Tax Laws. This appointment shall take effect on the date determined by the Trustee. On the effective date, the Trustee shall transfer all information and Assets of the Plan to its successor. It is agreed, however, that the Trustee shall at no time be liable for the prepayment of said securities prior to their transfer. At the effective date, the successor Trustee shall assume all the duties, liabilities and responsibilities of the Trustee, who is then discharged and freed of all its obligations, duties, liabilities and responsibilities as Trustee under this Declaration of Trust. The successor Trustee will notify Canada Revenue Agency or its successor in the event of such occurrence.

In the same way, the Annuitant may dismiss the Trustee from its duties and appoint an eligible successor in accordance with the provisions of the Tax Laws, provided that the term of the Assets has expired. The Trustee will transfer the information, cash amounts and securities of the Plan to the Annuitant's designated Trustee as the term of each Asset comes due (if applicable).

**19. STATEMENT OF ACCOUNT** - The Trustee will maintain a Plan Account for the Annuitant. The Trustee shall, at least once a year, send the Annuitant a statement of Account showing the Contributions made, accumulated earnings, Assets held and expenses debited since the last statement as well as the balance in the Plan. The Annuitant must promptly examine each statement (and each entry and balance recorded in it) and notify the Trustee in writing of any error, omission or objection to the statement (or an entry of balance recorded in it) within 30 days from the statement date. If the Annuitant does not notify the Trustee as required, the Trustee is entitled to treat the above statements, entries and balances as complete, correct and binding on the Annuitant and the Trustee will be released by the Annuitant in respect of those statements, entries and balances.

**20. NOTICE** - Any notice or statement of Account given by the Trustee to the Annuitant shall be considered sufficient if mailed to the Annuitant at the address shown on the Account Application form or to such other address as the Annuitant may designate in writing to the Trustee.

**21. LANGUAGE** - The Trustee and you have expressly requested that this Declaration of Trust and all related documents, including notices, be drawn up in the English language. Vous et le fiduciaire avez expressément demandé que cette Déclaration de fiducie et tout document y afférent, y compris tous avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)

## 12. Declaration of Trust for the B2B Trust Retirement Income Fund (07-01-08) (#606)

B2B Trust (hereinafter referred to as the "Trustee") through the intermediary of an officer duly authorized to sign, hereby accepts to act as Trustee of the B2B Trust Retirement Income Fund for the person whose name appears as Annuitant on the Account Application.

### 1. DEFINITIONS AND INTERPRETATION

- (a) **"Annuitant"** means the person indicated as annuitant (within the meaning given by the ITA and any applicable Provincial Legislation to such word) on the Account Application form and for whom the Fund was set up.
- (b) **"Asset"** means any asset (including without limitations cash, any investment and/or a combination of both) accepted by the Trustee and held from time to time under the Fund as a qualified investment in accordance with the Tax Laws, as well as all income earned on and all proceeds of the asset.
- (c) **"Fund"** means the B2B Trust Retirement Income Fund administered by the Trustee as defined in paragraph 146.3(1) of the ITA and opened in the name of the Annuitant according to the Account Application form.
- (d) **"ITA"** means the Income Tax Act (Canada), as amended from time to time.
- (e) **"Minimum Amount"** means the minimum amount to be withdrawn from the Fund each year following the year in which the Fund was established and calculated in accordance with the Tax Laws.
- (f) **"Provincial Legislation"** means any applicable provincial income tax legislation and regulations applicable hereto, as amended from time to time.
- (g) **"Spouse"** means the individual who is considered by the Tax Laws to be the Annuitant's spouse or Common-Law Partner relative to the Fund.
- (h) **"Tax Laws"** means the ITA and such other federal or provincial laws applicable hereto, all as amended from time to time.
- (i) **"Trustee"** means B2B Trust.
- (j) **Headings.** The insertion of headings herein is for convenience of reference only and shall not affect the construction or interpretation hereof.
- (k) **Gender and Quantity.** Except where the context otherwise requires, a reference to the male gender shall include the female and neuter genders and vice versa, and a reference to the singular shall include the plural and vice versa.
- (l) **Governing Law.** This Declaration of Trust and the Fund created hereby shall be governed by and construed in accordance with the laws of the province in which the Annuitant resides at the time the Fund is created and the laws of Canada applicable therein.

**2. REGISTRATION** - The Trustee shall request the registration of the Fund in accordance with the Tax Laws.

**3. MINIMUM AMOUNT** - The Annuitant acknowledges that under the ITA and, if applicable any Provincial Legislation, no less than the Minimum Amount must be withdrawn from the Fund each and every year commencing the year following the year in which the Fund was established by the Annuitant. The Trustee shall pay to the Annuitant, or where the Annuitant so elects, to his Spouse or Common-Law Partner after the death of the Annuitant, such Minimum Amount. The Annuitant may require the Trustee to make supplementary payments, provided that the value of the Assets of the Funds is sufficient. The request for supplementary payments must be made in accordance with the requirements adopted by the Trustee from time to time. The Annuitant hereby authorizes the Trustee to sell or redeem, at its entire discretion and without being obligated to do so, any Asset at a price and condition it deems appropriate, in order to pay the Minimum Amount. The Trustee shall not be held liable for any losses, damage or penalty resulting from the sale or redemption of any Asset.

**4. LAST PAYMENT** - At the end of the year in which the last payment is required to be made under this Declaration of Trust, the Trustee shall pay to the Annuitant or the Annuitant's Spouse or Common-Law Partner as the case may be, an amount equal to the value of the Assets, if any, held in the Fund at that time.

**5. INVESTMENT INSTRUCTIONS** - The Annuitant hereby recognizes that he is solely and entirely responsible for the choice and qualification for tax purposes of any investment held in the Account. Assets of the Funds as well as income they generate:

- a) shall be invested according to the Annuitant's instructions to the Trustee. However, all Assets must at all time comply with the Trustee's policies; or
- b) failing instructions from the Annuitant, the Trustee may, without being obligated to do so, invest the Assets in whole or in part, in accordance with the last written instructions received by the Trustee from the Annuitant or in any other manner deemed appropriate including shares, bonds or any other securities issued by the Trustee or any company affiliated with it, notwithstanding the laws of all jurisdiction regarding investing the property of others and without incurring any liability in this regard.

**6. COMPENSATION** - The Trustee shall not be entitled to any offset with respect of property held in the Fund and relating to any debt or obligation contracted with the Trustee except for fees, charges, expenses and administration fees payable in accordance with this Declaration of Trust.

**7. ASSIGNMENT** - The retirement income as well as the Assets held in the Fund may not be, in whole or in part, assigned, pledged, hypothecated, alienated or in any other way given as security by the Annuitant.

**8. DEATH OF THE ANNUITANT** - In the event of the death of the Annuitant, the Trustee will remit the Fund to the beneficiary designated by the Annuitant or, in the absence of such designation, to the Annuitant's succession in a lump-sum payment. A refund of premium to the Spouse or Common-Law Partner may be requested in accordance with paragraph 146.3(2) of the ITA.

**9. MARRIAGE BREAKDOWN** - Upon presentation of duly completed documents required by any competent income tax authorities, the Trustee may transfer all or any part of the property held in connection with the Fund to a RRIF or RRSP of the Spouse or Common-Law Partner or former Spouse or Common-Law Partner under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Annuitant 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, their marriage. However, any investment issued by the Trustee or an affiliated company which is not due at the time of the request shall be transferred in a RRIF or a RRSP administered by the Trustee under the Spouse or Common-Law Partner or former Spouse's or Common-Law Partner's name.

**10. TRANSFER** - Upon the Annuitant's instructions, the Trustee shall, in the prescribed form and manner, transfer all or part of the Assets, or an amount equal to its value at the time of the transfer, together with all information necessary for the continuance of the Fund to any person who has agreed to be a carrier of another RRIF of the Annuitant. However, the Trustee shall retain an amount as prescribed by paragraph 146.3(2)(e.1) or (e.2) of the ITA, as the case may be.

This section shall not be interpreted to allow the Annuitant to redeem prior to maturity any investment held with the Trustee or any of its affiliated companies.

**11. CONSIDERATION** - The Trustee shall not accept Assets other than those authorized under paragraph 146.3(2)(f) of the ITA and, if applicable, any Provincial Legislation.

**12. BENEFITS** - No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to a person whom the Annuitant does not deal at arm's length, as determined under the ITA, other than those permitted under paragraph 146.3(2)(g) of the ITA.

**13. LIABILITY** - The Trustee administers the Fund. However, the Annuitant acknowledges that the Trustee shall not be held liable with respect to the choice of Assets made by the Annuitant and the consequences arising from such a choice, even though the Trustee has knowledge of the choice of the Assets before they were carried out. Furthermore, the Annuitant hereby recognizes that he is solely and entirely responsible for the choice and qualification for tax purposes of any investment held in the Account. The Annuitant also acknowledges and recognizes that, if an Asset is or becomes prohibited under the ITA or any applicable Provincial Legislation, the Trustee may sell or redeem such Asset and hold the resulting proceeds until new instructions from the Annuitant are received. Furthermore the Trustee shall not be held liable for any act or omission, or any loss or depreciation in the value of the Assets of the Fund.

**14. SAFEKEEPING** - The Trustee shall hold the Assets in any place and under a name other than the Annuitant's. Without written instruction to the contrary, the Trustee may exercise the right to vote or authorize a third party on its behalf to vote all shares, bonds or securities held in the Fund.

**15. FEES, CHARGES AND DISBURSEMENT** - The Trustee shall be entitled to collect its usual fees which are known to the Annuitant directly from the Assets of the Fund. The Trustee may change its fees from time to time by sending, thirty (30) days prior written notice to the Annuitant. The Trustee shall also be entitled to a reimbursement from the Annuitant of all fees, charges and disbursement incurred in connection with the Fund, including, without restriction, any overdraft, any penalty imposed upon a prepayment, any fees and interest payable by the Fund for any reason whatsoever and all taxes paid by the Trustee including taxes payable in connection with non qualified investments or foreign property. If the Annuitant fails to pay the fees, charges, disbursement, taxes, or other costs mentioned in this paragraph, within thirty (30) days from the date on which they are due, the Trustee may, without being obligated to do so, sell the Assets to collect such fees, charges, disbursement, taxes, or other costs. The Trustee is hereby authorized to sell or redeem any Assets at the price and under the conditions it shall deem appropriate. The Annuitant shall remain liable to the Trustee for all fees, charges, disbursement, taxes, or other costs, the amount of which exceeds the value of the Assets.

**16. ADMINISTRATION OF THE FUNDS** - The ultimate responsibility for the administration of the Fund remains with the Trustee.

**17. CHANGE OF TRUSTEE** - The Trustee may resign from his functions and be released from any other obligation and responsibility under this Trust Declaration by sending the Annuitant prior written notice of thirty (30) days or a shorter period deemed satisfactory by the Annuitant. The Trustee may appoint as successor, under the terms hereof, any company qualified to act as carrier, according to the ITA and, if applicable, any Provincial Legislation. The appointment becomes effective at the chosen date which may be no later than the 30th day after sending the written appointment notice to the Annuitant. At the effective appointment date, the Trustee shall transfer the Assets in the Fund to his successor. It is understood however that the Trustee shall never be obliged to redeem prior to maturity any investment before proceeding with their transfer. Moreover, the Trustee shall provide all information and documents needed for its management and registration of the Funds, in accordance with the ITA and, where applicable, with any Provincial Legislation. Effective as from the appointment date, the successor assumes all the Trustee's functions and responsibilities and the latter is released from all his obligations and responsibilities of Trustee and under the terms of this Trust Declaration.

**18. AMENDMENTS** - The Trustee may amend from time to time the terms and conditions of the Fund; however, no amendment shall be made that would render the Fund ineligible for registration under the provisions of the ITA and, if applicable, any Provincial Legislation. Amendments shall take effect thirty (30) days after written notice has been served.

**19. STATEMENT OF ACCOUNT** - The Trustee shall, at least once a year, send to the Annuitant a statement of Account showing the amounts deposited and accumulated earnings, Assets held and expenses debited since the last statement as well as the balance for the Fund.

**20. NOTICE** - Any notice or statement of Account given by the Trustee to the Annuitant shall be considered sufficient if mailed to the Annuitant at the address shown on the Account Application form or to such other address as the Annuitant may designate in writing to the Trustee.

**21. LANGUAGE** - The Trustee and you have expressly requested that this Declaration of Trust and all related documents, including notices, be drawn up in the English language. Vous et le fiduciaire avez expressément demandé que cette Déclaration de fiducie et tout document y afférent, y compris tous avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)