

Checklist Retirement Savings Plan (RSP)

Please ensure the following items are completed and attached in order to prevent delays in processing your application.

- A completed **Know Your Client Form (KYC) & Application Form**
- Sign **Leverage Disclosure** on KYC form
- Enclose a **Void Cheque** and a photocopy of one of the following forms of Identification:
 - **Driver's License**
 - **Passport**
- Provide fund allocation
- Ensure the *Designation of Beneficiary* section is complete
- Please make cheque payable to our custodian, CIBC Mellon Trust Company
- If transferring from a RRSP at another institution, please sign a T2033 Registered Investment Transfer form (or T2151 for transfers from a Registered Pension Plan). Please provide a copy of a recent statement to help coordinate the transfer.

Type of Account RSP Spousal RSP (SRSP) Locked-In RSP (LRSP) Locked-In Retirement Account (LIRA)

Annuitant			
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Surname	Given Names
		Middle Initial	
Address			
City	Province	Postal Code	E-Mail
Date of Birth (mm/dd/year)	Social Insurance Number	Citizenship	Home Phone Number
Occupation	Place of Employment	Type of Business	Business Phone Number

Contributor Information (If other than Annuitant)		(For Spousal RSP only)	
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Surname	Given Names
		Middle Initial	
Address			
City	Province	Postal Code	E-Mail
Date of Birth (mm/dd/year)	Social Insurance Number	Citizenship	Home Phone Number
Occupation	Place of Employment	Type of Business	Business Phone Number

Locked-In Information		(Please attach the provincial or federal addendum)	
If LIRA, RLSP, LIF, LRIF, or RLIF, the amount being transferred to my Plan was determined on the basis of the annuitant's gender	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If LIRA, LRSP, LIF, or LRIF, please indicate the jurisdiction from which the Locked-In Funds originate	_____		
Is this a transfer from a RLSP or RLIF?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

Designation Of Beneficiary		(Please consult your lawyer/estate planning professional regarding issues related to your designation and to changes which may be required to your will.)	
<input type="checkbox"/> Dr. <input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Full Name	Date of Birth (mm/dd/year)
Mailing Address if Different Than Yours (number, street, apartment or suite number)			
City	Province	Postal Code	
Business Phone Number	Home Phone Number	Social Insurance Number (if available)	

Relationship To You:

Your spouse or common-law partner

Estate

Other: please give details _____

Date _____

Annuitant's Signature _____

Investment and Financial Information

- Investment Objective** Growth Income Growth & Income
- Investment Time Horizon** Under 3 years 3-10 years Over 10 years
- Risk Tolerance** Low Low-Medium Medium Medium-High High
- Investment Knowledge** Minimal Fair Good Excellent
- Approximate Personal Income** Under \$35,000 \$35,000-\$49,999 \$50,000-\$99,999 \$100,000+
- Approximate Financial Assets** Under \$100,000 \$100,000-\$499,999 \$500,000-\$1,999,999 \$2,000,000+

Intended Use of Account (e.g. retirement savings, investment, education, etc.)

Anticipated Level of Activity (how frequent will account be transacted on, i.e. "buy & hold", standard model, etc.)

Source of Funds (e.g. other investment firm, brokerage, bank, family, sale of property, etc.)

Banking Information (Please attach a void cheque)

Bank Name: _____ Account Number: _____
Bank Address: _____ Transit Number: _____

Fund Selection

I/We hereby subscribe for units of the following Funds:

	AMOUNT (\$)	or	PERCENTAGE (%)
Leith Wheeler Balanced Fund	_____		_____
Leith Wheeler Canadian Equity Fund Series B	_____		_____
Leith Wheeler U.S. Equity Fund Series B	_____		_____
Leith Wheeler Fixed Income Fund Series B	_____		_____
Leith Wheeler Money Market Fund Series B	_____		_____
Leith Wheeler International Equity Plus Fund Series B	_____		_____
Leith Wheeler Canadian Dividend Fund Series B	_____		_____
Leith Wheeler Income Advantage Fund Series B	_____		_____
TOTAL	_____		100%

Note: The minimum initial investment is \$25,000, which may be invested in one or a combination of the Funds. The minimum subsequent investment is \$1,000.

- Cheque enclosed payable to CIBC MELLON TRUST COMPANY
- Direct transfer (transfer documents attached)

Group RRSP Authorization

I hereby authorize _____ my Employer to act as my agent.

Date _____ Annuitant's Signature _____

I hereby:

- (a) apply to CIBC Mellon Trust Company (the "Trustee") for a Leith Wheeler Family of Funds Retirement Savings Plan (the "Plan");
- (b) request the Trustee to apply for registration of my Plan as a retirement savings plan under the Income Tax Act (Canada) (the "Tax Act");
- (c) acknowledge that I am fully aware of, and agree to comply with and be bound by, the terms of the Leith Wheeler Family of Funds Retirement Savings Plan Declaration of Trust in any relevant Addenda to the Declaration of Trust which forms a part of this Application and governs my Plan;
- (d) declare that I have adequate investment knowledge and / or I have acquired investment advice from qualified parties, which allows me to judge the suitability of my investment in the Funds;
- (e) request that all assets from time to time subject to my Plan be invested in units of the Funds and acknowledge that I am responsible to ensure that the investments of my Plan are permitted investments for an RRSP under the Tax Act;
- (f) declare that I will be solely responsible for determining the amount of any deductions under the Tax Act to which I or any contributor become entitled in respect of contributions to my Plan;
- (g) acknowledge that any benefits paid under my Plan or payments of retirement income purchased from my Plan may be subject to tax under the Tax Act and other applicable legislation; and
- (h) acknowledge receipt of a copy of the current Simplified Prospectus and that this subscription is made on the terms and conditions described in the Simplified Prospectus.

Annuitant's Signature: _____ **Date:** _____

Fund Representative: _____ **Date:** _____

Compliance Officer Approval: _____ **Date of approval:** _____

This Application is accepted by CIBC Mellon Trust Company in accordance with the Declaration of Trust attached.

CIBC Mellon Trust Company

Per:  Authorized Signature

ADMINISTRATIVE USE ONLY

Annuitant Number	Date Entered	Entered By	Account Number

Updates To Client Information

Account Holder

<input type="checkbox"/> Dr. <input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Applicant Surname	Given Names	Middle Initial
Date of Birth (mm/dd/year)		Social Insurance Number	Citizenship	Home Phone Number
Occupation		Employer	Type of Business	Business Phone Number

Investment and Financial Information

Investment Objective	<input type="checkbox"/> Growth	<input type="checkbox"/> Income	<input type="checkbox"/> Growth & Income		
Investment Time Horizon	<input type="checkbox"/> Under 3 years	<input type="checkbox"/> 3-10 years	<input type="checkbox"/> Over 10 years		
Risk Tolerance	<input type="checkbox"/> Low	<input type="checkbox"/> Low-Medium	<input type="checkbox"/> Medium	<input type="checkbox"/> Medium-High	<input type="checkbox"/> High
Investment Knowledge	<input type="checkbox"/> Minimal	<input type="checkbox"/> Fair	<input type="checkbox"/> Good	<input type="checkbox"/> Excellent	
Approximate Personal Income	<input type="checkbox"/> Under \$35,000	<input type="checkbox"/> \$35,000-\$49,999	<input type="checkbox"/> \$50,000-\$99,999	<input type="checkbox"/> \$100,000+	
Approximate Financial Assets	<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> \$100,000-\$499,999	<input type="checkbox"/> \$500,000-\$1,999,999	<input type="checkbox"/> \$2,000,000+	

Intended Use of Account (e.g. retirement savings, investment, education, etc.)

Anticipated Level of Activity (how frequent will account be transacted on, i.e. "buy & hold", standard model, etc.)

Source of Funds (e.g. other investment firm, brokerage, bank, family, sale of property, etc.)

Leveraging

I/We have been provided with a leveraging disclosure document in compliance with MFDA Rules (*please initial*)

_____ Applicant

Politically Exposed Persons *

YES NO Is client politically connected?

Do you hold or have you held; or are you an immediate family member** to an individual who hold or held any of the following positions:

- Head of state or government; member of executive council of government; member of a legislature, deputy minister (or equivalent); ambassador or an ambassador's attaché or counsellor; military general (or higher rank); president of a state-owned company or bank; head of a government agency; judge; leader or president of a political party in a legislature?

**includes spouse, common-law partner, mother, father, child, brother, sister, half-brother, half-sister, and the mother or father of a spouse or common-law partner.

Account Holder Signature: _____

Date: _____

Fund Representative: _____

Date: _____

Compliance Officer Approval: _____

Date: _____

Definitions of Objectives

Investment Objective:

Your investment objective is the primary consideration or goal of your account. Your objective is specific to each account and can be different for different accounts. Your objective may be defined as one of the following: "growth" or "income" or "growth and income". Each of these categories is defined below.

Growth - the primary purpose of a growth oriented portfolio is to see the holdings in the portfolio increase over time (i.e. capital gains). You are not concerned with income generation (i.e. interest and dividends), but want the holdings to appreciate in value over time. You may hold a relatively high portion of your account in equities if you also have a higher risk tolerance and long time horizon.

Income - the primary purpose of your account is to generate an income stream in the form of interest and dividends. You are less concerned about growth of the underlying assets (i.e. capital gains). An income generating portfolio should hold a relatively high weighting of bonds through the Fixed Income Fund or Balanced Fund and/or short term notes through the Money Market Fund.

Growth and Income - you are looking to both generate current income and grow the assets over time. An investor looking for both growth and income will hold both equities and bonds in the account. Depending on your risk tolerance and time horizon, the amount of equities and bonds you hold will vary. A low risk investor, for example, may hold 70% of the portfolio in bonds and the remaining 30% in equities. A high risk investor, for example, may hold up to 80% of the portfolio in equities and 20% in bonds.

Risk Tolerance

This section outlines your ability and willingness to assume risk in your portfolio. All investments have risk. Prior to investing in any fund, each investor should read the simplified prospectus for the fund, with specific attention to the section entitled "What are the Risks of Investing in the Fund?"

Every investor has his/her own tolerance for risk or comfort with volatility. An investor's risk tolerance is directly related to his/her investment objectives, investment time horizon and comfort with volatility. An investor with a 'low' risk tolerance is less willing to accept volatility in portfolio value and/or may have a shorter investment time horizon. An investor with a 'high' risk tolerance must be willing to accept larger variations in portfolio value and has a longer investment time horizon.

Low - Low risk investments demonstrate a low level volatility and are for investors who are willing to accept lower returns for greater safety of capital. They include investment in Money Market Fund and Fixed Income Funds.

Low to Medium - Low to Medium risk investments demonstrate more volatility than Low risk investments and are for investors that are looking for some growth over a longer period of time and may include Balanced and Income Advantage Funds.

Medium - Medium risk investments demonstrate a moderate volatility and are for investors that are looking for moderate growth over a longer period of time and may include Canadian Equity, U.S. Equity and International Equity Funds.

Medium to High - Medium to High risk investments demonstrate a greater level of volatility than Medium risk investments and are for investors who are growth-oriented and are willing to accept higher levels of short term fluctuations in portfolio value in exchange for potentially higher long-term returns.

High - High risk investments demonstrate a high level of volatility and are for investors who are growth-oriented and are willing to accept significant short term fluctuations in portfolio value in exchange for potentially higher long-term returns.

Risks of Leveraging Disclosure

Mutual fund units and other securities may be purchased using available cash or a combination of cash and borrowed money. If cash is used to pay for the purchase in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities. The purchase of securities using borrowed money magnifies the gain or loss on the cash invested. This effect is called leveraging.

For example, if \$100,000 of mutual fund units are purchased and paid for with \$25,000 from available cash and \$75,000 from borrowings, and the value of the fund units declines by 10% to \$90,000, your equity interest (the difference between the value of the securities and the amount borrowed) has declined by 40%, i.e. from \$25,000 to \$15,000.

It is important that an investor proposing to borrow for the purchase of securities be aware that a purchase with borrowed monies involves greater risk than a purchase using cash resources only. To what extent a purchase using borrowed monies involves undue risk is a determination to be made by each purchaser and will vary depending on the circumstances of the purchaser and the securities purchased.

It is also important that the investor be aware of the terms of a loan secured by securities. The lender may require that the amount outstanding on the loan not rise above an agreed percentage of the market value of the securities. Should this occur, the borrower must pay down the loan or sell the securities so as to return the loan to the agreed percentage relationship. In our example above, the lender may require that the loan not exceed 75% of the market value of the mutual fund units. On a decline of value of the units to \$90,000 the borrower must reduce the loan to \$67,500 (75% of \$90,000). If the borrower does not have the cash available, the borrower must sell units at a loss to provide money to reduce the loan.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who use borrowed funds to purchase their investment are advised to have adequate financial resources available both to pay interest and also to reduce the loan if the borrowing arrangements require such a payment.

Client Complaint Disclosure

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. If you have a complaint, these are some of the steps you can take.

- Your complaint should first be explained to your financial advisor. The person who sold you the product or service will solve most problems quickly.
- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the actions of their representatives to ensure that they are in compliance with the legislation, rules and guidelines governing their activities.

Some problems are easily solved by a phone call. Some matters can be resolved through the Branch Manager. The dealer's Compliance Department will investigate any complaint that you initiate in writing and respond back to you with the results of their investigation.

- Contact the Mutual Fund Dealers Associations of Canada (MFDA), which is the self regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. There is no cost to clients for referring a complaint to the MFDA. The MFDA can be contacted:
 - By telephone in Toronto at (416) 361-6332, or toll free at 1-888-466-6332,
 - By e-mail at complaints@mfda.ca, or
 - In writing, using the complaint form which is available on the MFDA website at www.mfda.ca
- Contact the Ombudsman for Banking Services and Investments (OBSI), an organization independent of the MFDA, government, and the financial services industry. OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI will investigate your complaint only if you have first exhausted your firm's internal complaint-handling processes. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:
 - by telephone in Toronto at (416) 287-2877, or toll free at 1-888-451-4519; or
 - by e-mail at ombudsman@obsi.ca
- Retaining a lawyer to assist with the complaint.

Privacy Policy

At Leith Wheeler, maintaining your privacy and your personal information within a safe and secure environment is very important to us. We limit the collection, use and disclosure of personal information to data that will enable us to provide our service and to meet regulatory requirements. We do not sell or distribute any client information to any third parties for the purpose of selling, marketing or soliciting any products or services. To formalize our conduct governing the collection, use and disclosure of our client's personal information, we have adopted the following Privacy Principles that will enable us to comply with the legislation passed by both the provincial and federal governments. We are committed to providing a quality service in a manner that fosters trust and confidence between Leith Wheeler and our clients.

1. **Accountability**

Leith Wheeler will be responsible for ensuring that any personal information we collect, retain and use about a client will be maintained within our control. We will not distribute, sell or issue personal information. If, at any time, there are questions or concerns regarding the use of your personal information, please feel free to call our Chief Operating Officer at 604-683-3391.

2. **Consent**

Before we collect, use or disclose any personal information about our clients, we require their consent. We will only collect the personal information necessary for us to perform our service to the best of our ability. Personal information already in our possession is 'grandfathered' for collection under the Act, but the use and disclosure of it is governed by it.

3. **Identifying Purposes**

We will provide our clients with a full and complete description of the reasons why we require certain personal information and the purposes for which it will be used.

4. **Limiting Collection of Personal Information**

We will collect only personal information necessary for us to provide our service.

5. **Limiting the Use Disclosure and Retention of Personal Information**

Personal information will only be used or disclosed for the purposes identified when collected. We will only disclose personal information with our client's consent or when required by law. Personal information will only be retained for the period of time required to fulfill the purposes for which it was collected.

6. **Accuracy**

We will endeavour to maintain personal information in as accurate, complete and up-to-date manner as is necessary to fulfill the purposes for which it is to be used.

7. **Safeguarding Client Information**

We will maintain the information within a safe and secure environment, as appropriate, due to its sensitive nature.

8. **Openness**

Our clients can request written information about our policies and practices relating to the management of their personal information.

9. **Client Access**

Upon request, clients will be informed of the existence, use and disclosure of their personal information, and shall be given access to it. Clients may verify the accuracy and completeness of their personal information, and request any appropriate amendments to it.

10. **Challenging Our Compliance**

If, at any time, a client has reason to question our compliance under the Act, or wish a better clarification and understanding of the principles outlined above, they can contact our Chief Operating Officer who will serve as the Privacy Officer.

Dual Occupation Disclosure

Leith Wheeler Investment Funds Ltd. ("LWIF") is a wholly-owned subsidiary of Leith Wheeler Investment Counsel Ltd. ("LWIC"). Periodically, LWIF may disclose client information to LWIC and vice versa. LWIF is a mutual fund dealer and member of the Mutual Fund Dealers Association of Canada, and is a distributor of units of the Leith Wheeler Investment Funds. LWIC is the manager of the Leith Wheeler Investment Funds. Certain directors, officers and salespersons of LWIF are also directors, officers or employees of LWIC. In the event that a conflict of interest were to occur, the situation would be resolved by the common directors, officers and staff in accordance with their applicable fiduciary and statutory duties.

**LEITH WHEELER FAMILY OF FUNDS RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST**

CIBC Mellon Trust Company (the "Trustee") hereby agrees to act as trustee for the Annuitant, as set out below, for the Leith Wheeler Family of Funds Retirement Savings Plan (the "Plan"), on the following terms:

- 1. Definitions** In this Declaration of Trust, except as otherwise expressly provided or as required by the context,
- a) "Agent" means Leith Wheeler Investment Counsel Ltd.
 - b) "Annuitant" means the individual named under annuitant on the Application.
 - c) "Applicable Tax Legislation" means any applicable Provincial Income Tax Act.
 - d) "Application" means the application form of the reverse hereof.
 - e) "Employer" means the employer name of the Application.
 - f) "Fund" means one of the Leith Wheeler Family of Funds, a trust established under the laws of the Province of British Columbia.
 - g) "Maturity Date" means any day no later than the last day of the year in which the Annuitant attains age 71 (or such other age may be determined from time to time by the Tax Act).
 - h) "Spouse", and as also used in the Application, means the Annuitant's spouse and the individual recognized as the spouse under the Tax Act and shall include common-law partner as defined in subsection 248(1) of the Tax Act.
 - i) "Tax Act" means the *Income Tax Act* (Canada) and the Regulations thereto, both as amended from time to time.

2. Registration The Trustee shall apply for registration of the Plan pursuant to the Tax Act and, if applicable, the Applicable Tax Legislation.

3. Purpose All contributions and transfers in as permitted under the Tax Act received for the Plan, all investment made therewith and all earnings and proceeds of such investments shall be held in trust for the Annuitant.

4. Delegation To Agent By Trustee The Annuitant expressly authorizes the Trustee to delegate to the Agent the performance of certain of the Trustee's administrative duties and obligations under the Plan as accepted by the Agent. Such delegated duties and obligations may include but are not limited to the following:

- a) receiving and processing contributions and transfers in to the Plan;
- b) providing to the Annuitant statements of account for the Plan; and
- c) preparing all government filings and forms and maintaining Plan records in connection therewith.

The Trustee acknowledges and agrees that it is solely responsible for the administration of all aspects of the Plan.

5. Plan Account An account shall be maintained for the Plan and shall record therein all contributions and transfers made to the Plan, all distributions received by or credited to the Plan, all acquisitions and dispositions of investments by the Plan, and all payments made from the Plan. At least annually, the Annuitant shall be provided a statement of the account for the Plan.

6. Contributions Contributions and transfers in as permitted under the Tax Act may be made to the Plan in such amounts as are permitted by the Tax Act in cash or, if units of a Fund are "Qualified Investments" within the meaning of the Tax Act, in such units as directed by the Annuitant. The value of a contribution of units of a Fund shall be the product of the number of such units multiplied by the net asset value at then current offering price of such units on the day such units are credited to the account for the Plan. It is the responsibility of the person making a contribution to the Plan to ensure that the contribution is within limits specified by the Tax Act and by Applicable Tax Legislation.

7. Investments All cash contributions and cash transfers in as permitted under the Tax Act to the Plan shall be invested and reinvested in units of a Fund at then current offering price of such units. The

Trustee may retain any cash balance in the Plan in a non-interest bearing account in its deposit department or in the deposit department of one of the Trustee's Affiliates and the Trustee and its Affiliates shall not be liable to account for any profit to any person. For the purposes of this Section 7, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and Mellon Bank, N.A. and each of their affiliates within the meaning of the OBCA. It is the responsibility of the Annuitant to ensure that investment are "Qualified Investments", within the meaning of the Tax Act.

8. Refund of Contributions Following the receipt of the Annuitant's written instructions in a form acceptable to the Trustee, a payment shall be made from the Plan in the amount specified by the Annuitant in such instructions where such amount is required to be paid to the taxpayer to reduce the taxes otherwise payable by the taxpayer under Part X.1 of the Tax Act, but such amount shall not exceeding the value of the Plan. The property of the Plan, selected by the Agent in its sole discretion, shall be sold for the purposes of making the payment and neither the Agent nor the Trustee shall be liable for any resulting loss. Payments shall be made net of all proper charges including tax required to be withheld.

9. Payment Before Maturity As requested by the Annuitant by written notice given to the Agent of not less than 61 days before the Maturity Date and subject to such reasonable requirements as the Trustee may impose, payment shall be made to the Annuitant out of the property of the Plan in an amount set out in such written notice but not exceeding the value of the Plan immediately before the payment.

10. Retirement Income As requested by the Annuitant by written notice given to the Agent of not less than 61 days before the Maturity Date, all property of the Plan shall, before the Maturity Date, be realized for cash and applied to purchase retirement income, as defined in subsection 146(1) of the Tax Act. The retirement income

- a) shall pay equal annual or more frequent periodic amounts until there is a payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter, except as reduced by commutation or on the death of the Annuitant,
- b) shall not provide for periodic payments in a year after the death of the first annuitant the aggregate of which exceeds the aggregate of the payments under the annuity in a year before such death,
- c) shall not be capable of assignment in whole or in part,
- d) shall provide that it shall be commuted if it would otherwise be payable to a person other than the Annuitant or the Spouse, and
- e) shall provide that any payment in full or partial commutation of the annuity shall be made to the Annuitant and after the death of the Annuitant, to the Spouse.

If not directed by the Annuitant pursuant to this Section 10, the Agent may transfer out, in accordance with Section 11. Notwithstanding this Section 10, the retirement income may provide for any annual or more frequent periodic amount payable in accordance with paragraph 146(3)(b) of the Tax Act.

11. Transfers Out When the Agent has received a request from the Annuitant on the written notice; all or part of the property of the Plan as specified in such notice shall be transferred out in accordance with Tax Act to another registered retirement savings plan, a registered retirement income fund, or as a contribution to or under a registered pension fund or plan, as provided in subsection 146(16)(a) of the Tax Act. If such written notice is not received by the Agent before December 15 in the year of the Maturity Date, such property may be transferred to the Leith Wheeler Family of Funds Retirement Income Fund for which the Annuitant is the annuitant and for which the Trustee is the trustee.

12. Breakdown of Relationship When the Agent has received a decree, order or judgement of a competent tribunal, or a written separation agreement (the "Separation Document") in settlement of rights arising out of a breakdown of the relationship between the Annuitant and the Spouse, all or part of the property of the Plan as specified in the Separation Document shall be paid out to the Spouse or transferred out in accordance with Tax Act to another registered retirement savings plan or a registered retirement income fund for the Spouse.

13. Death of Annuitant On receipt of evidence satisfactory to the Trustee of the death of the Annuitant before the Maturity Date and such releases and other documents as are required or as its counsel advises, the property of the Plan may be realized and, after the deduction of all proper charges including any income taxes which are required to be withheld, payment in a lump sum shall be made to the designated beneficiary (where permitted under the applicable law) under the Plan, or, if no beneficiary has been designated or the designated beneficiary has predeceased the Annuitant, to the estate of the Annuitant. A beneficiary designation may be made, changed or revoked only by the Annuitant's execution of the appropriate form acceptable to the Trustee for the purpose, which adequately identifies the Plan and has been delivered to the Agent before any payment is made from the Plan. If more than one form of beneficiary designation is executed and delivered to the Agent, payment shall be made in accordance with the form bearing the latest execution date. The Trustee and the Agent shall be fully discharged on payment to the beneficiary designated by the Annuitant in the manner described in this Section 13, even if such designation is invalid under applicable law.

14. Date of Birth The date of birth of the Annuitant contained in the Application shall be deemed to be a certification by the Annuitant of such date of age and an undertaking by the Annuitant to the Trustee to provide any further evidence or proof of age that may be required by the Trustee.

15. Income Tax Receipts The appropriate receipts for income tax purposes shall be provided for all contributions made to the Plan.

16. Prohibitions No money or other property held pursuant to the Plan may be withdrawn, transferred or assigned by the Annuitant in whole or in part except as otherwise provide in this Declaration of Trust or as required by the Tax Act or Applicable Tax Legislation. No property of the Plan can be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of providing a retirement income as provided in the Plan. No advantage that is conditional in any way on the existence of the Plan may be extended to the Annuitant or to a person with whom the Annuitant does not deal at arm's length, except as permitted under the Tax Act.

17. Voting Rights The Agent shall provide the Annuitant with the proxy for any voting rights attached to units of a Fund which is a part of the property of the Plan.

18. Limitation of Liability The Trustee shall not be liable for or in respect of:

- a) tax that is imposed on the Trustee under the Tax Act or Applicable Tax Legislation as a result of 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 tax out of the capital or the income, or partly out of the capital and partly out of the income, of the Plan as it in its absolute discretion deems expedient, or
- b) any loss suffered or incurred by the Plan, the Annuitant or any beneficiary under the Plan caused by or resulting from any purchase, sale or retention of any investment unless caused by the Trustee's dishonesty, bad faith, wilful misconduct, gross negligence or reckless disregard.

19. Compensation The Trustee shall be entitled to such reasonable fees and other charges as it may establish from time-to-time for its

services under the Plan and in addition are entitled to reimbursement for all taxes imposed upon it as trustee of the Plan and for all cost and disbursements reasonable incurred by it in the performance of its duties hereunder. The Trustee shall be entitled to change the amount of such fees or charges in the future, upon at least 30 days' prior written notice to the Agent. Unless paid separately and in advance, all amounts payable pursuant to this Section 19 shall be charged against and deducted from the property of the Plan.

20. Amendments to Plan The Trustee may, from time to time in its discretion, amend the Plan with the concurrence of the Minister of National Revenue. No such amendment may be made that would have the effect of disqualifying the Plan as a registered retirement savings plan for the purposes to the Tax Act. An amendment shall be effective forthwith in the case of an amendment necessary to ensure that the Plan complies with the Tax Act, and at the expiration of 30 days' written notice to the Annuitant in any other case. The Agent shall provide the Annuitant with a copy of each amendment.

21. Resignation or Termination The Trustee may resign as trustee of the Plan and thereupon be discharged from all further duties and liabilities hereunder by giving the Agent 30 days' written notice, or such shorter notice as the Agent accepts as sufficient, and the Agent in like manner may terminate the services of the Trustee and may appoint a successor trustee acceptable under the Tax Act. In connection with a change in the trustee of the Plan, the Trustee shall, within three months after its resignation or termination, transfer the property of the Plan to a successor trustee of the Plan. If no successor trustee of the Plan is appointed by the Agent, the Trustee may make payment in accordance with Section 9, 10 or 11 and the Trustee may waive the notice period required under the applicable Section.

22. Notices Any notice or authorization to be given to the Trustee or the Agent hereunder shall be sufficiently given only if in writing and mailed, postage prepaid, addressed to the Agent and shall be deemed to have been given on the day that it is received by the Agent. Any notice, statement or receipt to be given by the Trustee or the Agent to the Annuitant shall be sufficient if sent to the address shown on the Application, unless the Annuitant has notified the Trustee or the Agent of a new address, in which case notice shall be addressed to the Annuitant at the last address for such purpose so notified, and such notice shall be deemed to have been given on the third day after the day of mailing.

23. Privacy The Trustee shall collect, use and disclose personal information to establish and service the Plan, as required or permitted by law and as disclosed in the Trustee's Privacy Policy. The Trustee may, from time to time, disclose or transfer personal information given to it by the Annuitant to the Agent and/or the Employer. By applying for the Plan, the Annuitant is consenting to these collections, uses and disclosures. The Trustee's Privacy Policy is available on request from any of the Trustee's offices.

24. Governing Law The Plan shall be governed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.. The Plan consists of this Declaration of Trust, the Application and, if applicable, the LIRA/LRSP Addendum.