

**CREDIT UNION  
RETIREMENT SAVINGS PLAN  
DECLARATION OF TRUST**

We, Concentra Trust, declare that we accept the trust created between us and the Annuitant when the application was signed. The following are the terms of this trust:

**1. Definitions**

The following definitions apply:

**"Agent"** - Credit Union named in the Plan application.

**"Annuitant", "you" and "your"** - The individual applicant of the Plan and shall have the meaning of the term "annuitant" as set out in subsection 146(1) of the *Income Tax Act*.

**"Contribution"** - Any amount paid or eligible equity deposited into your Plan.

**"Contributor"** - The individual, either you or your Spouse, who made a Contribution to the Plan.

**"Income Tax Act"** - The *Income Tax Act* (Canada), and regulations thereto, as amended from time to time.

**"Plan"** - The Credit Union Retirement Savings Plan consisting of the application and this Declaration of Trust and the addendum or addenda thereto, where applicable.

**"Plan Maturity"** - The date you eventually select for commencement of retirement income from the Plan. (This date must not be later than the maturity date provided in the *Income Tax Act*.)

**"Prohibited Investment"** - Shall have the meaning of the term "prohibited investment" as set out in subsection 207.01(1) of the *Income Tax Act*.

**"Qualified Investment"** - Any investment which is a qualified investment for purposes of registered retirement savings plans as set out in the *Income Tax Act*.

**"Spouse"** - As recognized in the *Income Tax Act* for the purposes of registered retirement savings plans and, where applicable, incorporates the meaning of the term "common-law partner" as set out in subsection 248(1) of the *Income Tax Act*.

**"Trustee", "we", "our" and "us"** - Concentra Trust.

**2. Registration**

We will apply for registration of your Plan as required by the *Income Tax Act*.

**3. Contributions**

We will hold all contributions made to your Plan, and any income earned on these Contributions, as outlined in this Declaration and as required by the *Income Tax Act*. No Contributions may be made after the Plan Maturity.

**4. Record Keeping**

We will record the details of all Contributions and transactions relating to your Plan. We will supply you with a statement of these details at least annually.

**5. Income Tax Receipts**

We will provide the Contributor with a receipt or receipts, suitable for income tax filing purposes, for all eligible Contributions.

**6. Refund of Contributions**

Upon receipt of your written application, and the written application of your Spouse if your spouse was the Contributor to your Plan we will refund to the Contributor the amount determined in accordance with Paragraph 146(2)(c.1) of the *Income Tax Act*.

**7. Investment**

All Contributions and other amounts properly transferred into your Plan will be deposited or invested with the Agent in eligible deposits or equity accounts, in accordance with the *Income Tax Act*, as directed by you in your application.

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-Qualified Investment; however, you are also responsible for ensuring that the investments held in your Plan are at all times Qualified Investments. We may request additional documentation from you proving the investment to be purchased is a Qualified Investment. The Trustee reserves the right to refuse to hold or accept certain investments even though they may be Qualified Investments. If the Plan holds a non-Qualified Investment, the Trustee may, at its sole discretion, withdraw such non-Qualified Investment from the Plan *in specie*, or by way of realization of the investment in cash, and the Trustee shall not be responsible for any loss which arises therefrom.

You are solely responsible for ensuring the investments held under the Plan do not at any time include a Prohibited Investment.

In the event the Plan acquires an investment that is a non-Qualified Investment or if property held in the Plan becomes a non-Qualified Investment, the Trustee will notify you and the Canada Revenue Agency of details of that investment and you may be liable for reporting and payment of taxes under the *Income Tax Act*.

**8. Retirement Income**

You must advise us in writing (or in such other manner as may be acceptable to the Trustee), at least 90 days prior to your Plan Maturity, of the type of retirement income you elect to receive from the proceeds of your Plan. You may choose to receive income from any one of, or any combination of, a life annuity, a fixed term annuity providing benefits for a term of years equal to 90 minus your age in whole years at the maturity of the plan (or your Spouse if your Spouse is younger and you so elect to use your Spouse's age), a registered retirement income fund or other retirement income option that may be provided for in the *Income Tax Act*. If the retirement income you choose is an annuity, it must meet the following conditions:

- a. It must be paid out in a single lump sum if it becomes payable to someone other than your Spouse upon or after your death.
- b. It must be paid in equal annual or more frequent periodic payments until such time as you fully or partially commute this retirement income and, where such commutation is partial, equal annual or more frequent periodic payments thereafter.
- c. It must not provide for any increase in the amount of the periodic payments as a result of your death where payments are to continue to your Spouse following your death.
- d. It may not be assigned in whole or in part.

**9. Failure to Select Retirement Income**

If you have not advised the Trustee in writing (or such other manner as may be acceptable to the Trustee) at least 90 days (or such shorter notice as the Trustee may in its sole discretion permit) prior to the maturity date provided in the *Income Tax Act* of your selection of a retirement income, and provided that the Plan meets the following criteria (the "**RIF Criteria**"): (i) the Plan has a minimum fair market value of \$10,000 (or such greater or lesser amounts as the Trustee may determine in its sole discretion); and (ii) the assets held under the Plan may in the opinion of the Trustee reasonably be converted to cash to readily pay a cash income stream from a retirement income fund, then the Trustee will transfer the property under the Plan to a retirement income fund for you trusteed by the Trustee prior to the end of December 31<sup>st</sup> of the year in which your Plan is required to mature and will apply for registration of your retirement income fund under the *Income Tax Act*. For purposes of the retirement income fund, you will be:

- a. deemed not to have elected to have your Spouse to continue to receive payments after your death;
- b. deemed not to have made any designation of beneficiary to receive the proceeds of your retirement income fund on your death;
- c. deemed to have elected to use your age for purposes of calculating the minimum amount under the *Income Tax Act*; and
- d. bound by the terms of the Declaration of Trust made under the retirement income fund then in force.

If the RIF Criteria are not met, the Trustee may, in its sole discretion, on or after December 1<sup>st</sup> of the year in which your Plan is required to mature, but before December 31<sup>st</sup> of that year, elect to:

- a. (i) sell all or a portion of the assets within the Plan and/or (ii) transfer all or a portion of the assets within the Plan *in specie* and pay the same to you as a withdrawal from your Plan; or
- b. transfer the property held under the Plan to a retirement income fund established for you in the manner described above.

#### 10. Beneficiary Designation

You may designate a beneficiary, in those provinces where the law so permits, to receive the proceeds of your Plan in the event of your death prior to your Plan Maturity. Details of our requirements for making, changing or revoking such a designation are available from the offices of the Agent. If your Plan contains funds that are locked-in under pension legislation, that legislation may restrict who you may designate as a beneficiary on your Plan. You may make, change or revoke your designation in compliance and in a manner and form acceptable to the Trustee. The Trustee will be fully discharged of any liability under the Declaration of Trust upon payment or transfer of your Plan to your designated beneficiary, notwithstanding any determination that the designation may be found invalid as a testamentary instrument.

#### 11. Death

In the event of your death prior to the Plan Maturity we will, once we have received the documentation we require, pay or transfer the Plan proceeds as a single payment, less required income tax deductions, to your designated beneficiary and notify your estate representative of any resulting tax liability. You authorize us to release information about your Plan to your estate representative. Where you have designated a trustee as your beneficiary, upon payment to the trustee we are fully discharged from any obligation to see to the due execution of any trust imposed on such trustee. In instances where you have not designated a beneficiary or in instances where your designated beneficiary has predeceased you, the proceeds of your Plan will be paid or transferred as a single payment, less required income tax deductions, to your estate. When we have made the payment of the Plan proceeds to your designated beneficiary or to your estate, we will be considered as fully discharged from any further liability with respect to your Plan.

#### 12. Your Responsibilities

It is your responsibility to ensure that:

- a. the Contributions to the Plan do not exceed the allowable maximum under the *Income Tax Act*;
- b. all assets acquired by your Plan are and continue to be Qualified Investments;
- c. all assets acquired by your Plan do not at any time include Prohibited Investments;
- d. you provide your correct residential address, email address, and telephone number and advise the Agent, in writing (or such other manner as may be acceptable to the Trustee), immediately upon any change in address, email address, telephone number or residency;
- e. your birthdate and social insurance number as recorded on your application are accurate; and

- f. you will promptly elect, as spelled out by Clause 8 of this Declaration of Trust, the type of retirement income you choose to receive.

#### 13. No Advantage

No advantage, as defined in subsection 207.01(1) of the *Income 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 do not deal at arm's length other than those advantages and benefits which may be permitted from time to time under the *Income Tax Act*.

#### 14. Amendments

We may from time to time amend your Plan by giving you notice of such change. Any amendment cannot, however, be contrary to the provisions of the *Income Tax Act*.

In the event of changes to the *Income Tax Act* or any pension legislation governing your Plan, your Plan will be considered to have been amended to conform to such changes effective the date such changes come into force.

#### 15. Notices

Any notices given to us by you under this Plan shall be sufficiently given if mailed, postage prepaid by you, to any of our offices and shall be deemed to have been given on the day that such notice is received by us. Any notices given by us to you shall be sufficiently given if mailed, postage prepaid by us, to you at your last address supplied by you or, subject to applicable law, sent by email or other electronic communication and shall be deemed to have been given on the day of mailing or sending.

#### 16. Limits of Our Liability

The Trustee will not provide any investment advice regarding any of the assets held or acquired by your Plan and shall act solely on your instructions or those of your authorized agent. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Plan except due to our negligence or wrongful act. The Trustee may, without your instructions, apply any cash held in the Plan for the payment of fees or expenses or taxes, interest, penalties or charges ("**Liabilities**") levied or imposed on the Plan or upon us (excluding amounts imposed under the *Income Tax Act* for which the Trustee is liable other than any such amounts for which the Trustee is jointly liable with the Plan or amounts the Trustee has paid on behalf of the Plan and is entitled, pursuant to the *Income Tax Act*, to recover from the Plan). Where there is insufficient cash the Trustee may, in its sole discretion, liquidate all or a portion of the Plan assets in order to realize sufficient cash to make the payment. Neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization. You and your heirs, executors and administrators shall at all times indemnify us and save us harmless in respect of any Liabilities levied or imposed upon us in respect of the Plan, to the extent permitted by applicable law.

#### 17. Withdrawals

You may make withdrawals from your Plan, subject to the following conditions:

- a. We will withhold taxes from any withdrawals in such amounts as required by the *Income Tax Act* from time to time.
- b. Withdrawals must be declared by you as income for the taxation year of receipt.
- c. You may be required to await expiry of the investment term of a fixed rate deposit prior to being able to finalize a withdrawal.

#### 18. Transfers

The Plan may be amended to permit the payment or transfer, on your behalf, of any funds as allowed by the *Income Tax Act*. At any time before the maturity of the Plan, you may instruct the Trustee to make a withdrawal from the Plan or to pay or transfer on your behalf all or part of the Plan, in accordance with subsection 146(16) of the *Income Tax Act*, to another registered retirement savings plan, a registered retirement income fund or a registered pension plan. Any withdrawal or

transfer is subject to the terms of the investments under the Plan, the withholding of any applicable tax, and compliance with all requirements of the *Income Tax Act*. In the event you seek to transfer some, but not all, of the assets in the Plan, the Trustee reserves the right to require that all assets or certain assets other than those requested by you be transferred. We may, at our discretion, charge a fee for each transfer out of the Plan.

#### **19. Trustee's Financial Conditions**

We or the Agent shall provide you with a copy of the fee schedule in effect from time to time. We shall be entitled to such fees and to reimbursement for all expenses reasonably incurred by us in administering the Plan as may be provided for in any fee schedule in effect at that time. The fees payable to us are subject to change provided that you shall be given at least 30 days' notice prior to any change in such fees becoming effective. The Agent (or an affiliate) in its capacity as your investment advisory firm may also charge fees, commissions and expenses to the Plan. Notwithstanding any other provision contained herein, we shall be entitled to additional fees for extraordinary services performed by us from time to time commensurate with the time and responsibility involved. We are fully authorized by you to sell investments of the Plan in order to realize sufficient monies for the payment of the above fees and expenses and to withdraw payment from the assets of the Plan without seeking your prior approval or instruction.

#### **20. Other Conditions**

While this Plan continues to be a Retirement Savings Plan under the provisions of the *Income Tax Act*, it shall constitute an *inter vivos* trust. Neither the Plan nor the assets of the Plan may be used as security for a loan.

#### **21. Resignation or Removal of Trustee**

The Trustee may resign as trustee or the Agent may remove the Trustee as trustee by providing such notice as may be required under the terms of an agreement entered into between the Trustee and the Agent. If the Trustee resigns or is removed, the Agent, on behalf of the Trustee, will deliver 30 days' notice to you. In the event of the resignation or removal of the Trustee, the Agent shall appoint a successor trustee who shall be acceptable to the Trustee. We shall deliver the property comprised of the investments within the Plan and the records relating thereto, and shall execute such deeds and assurances and do such things as may be requisite in order to ensure the continued and uninterrupted operation of the Plan. We will give the successor trustee all the information necessary for the continued administration of the Plan. If the Agent neglects or refuses to appoint a successor trustee who shall be acceptable to us, we reserve the right to appoint a successor trustee on your behalf, or transfer assets *in specie* to you as a withdrawal from your Plan.

#### **22. Application for Advice and Direction**

If there is a disagreement or dispute over the entitlement to the Plan proceeds on your death, upon your relationship breakdown with your Spouse or former Spouse, or on the enforcement of any legal demand or claim against the Plan assets, or if we, after reasonable efforts, are unable to locate you or obtain your instructions in connection with any aspect of this Plan, the Trustee, where the applicable law permits, reserves the right to, and may at its sole discretion, apply to the court for advice and direction or pay the Plan proceeds into the court. The Trustee is entitled to recover all of its legal fees and disbursements that it incurs in this regard from the Plan.

#### **23. Ultimate Responsibility**

We have entered into an Agency Agreement, with the Agent, for purposes of administration of this Plan. However, we are ultimately responsible for the administration of the Plan in accordance with the *Income Tax Act*.