REGISTERED PLAN APPLICATION FORM



1. CLIENT/ANNUITANT INFORMATION									
Last First Name and Initials						Social Insurance Number			
Street Address				Apt #		City, Town or Post Office			
Province	Postal Code E				mail Address				
Home Business phone phone						Birth Date (dd/mm/yyyy)			
Account Type Regular RRSP Spousal RRSP Lock (Select one): Prescribed RIF LIF LRII				-In RRSP/LIRA RIF Spousal RIF RLIF			IF		
Jurisdiction (Locked-In account only) AB BC SK	МВ	ON QC		NL/LB	NB	NS	Federal	QROPS	
2. SPOUSAL INFORMATION Complete for Spousal accounts only.									
Last Name	First Nam and Initia			Social Insurance Number			Birth Date (dd/mm/y		
3. RIF/LIF/NEW LIF/LRIF/RLIF/PRIF WITHDRAWAL INFORMATION Amount of Withdrawal Minimum Maximum (LRIF/LIF/RLIF only) Specific Amount Specific Tax Rate (if desired) Quebec %									
Semi-Annually – Months of	Monthly Quarterly - months of: Semi-Annually – Months of Annually – Month of:								
Payment Type Direct Deposit Cheque In-Kind (processed only on annual basis) Payment Date 1st of the Month 15th of the Month									
Base the RIF withdrawal on my spouse's age (as permitted by applicable legislation) No Yes (complete spouse information below)									
Spouse's Name Spouse's Social Insurance Number Spouse's Date of Birth (dd/mm/yyyy)									
4. PAYMENT OF FEES Select one of these options: Please deduct applicable fee PRE-AUTHORIZED DEBIT (PAI I/We authorize Computershare Tr they become payable.	D)			. ,		e fees by PAD (comp		,	
Financial Institution Information Please note a valid Canadian bank	k account is re	quired to participate in	a Pre-Au	uthorized Debi	t.				
Please select one:									
Financial Institution Account Number						Branch Transit Number	Financi	al Institution Number	
Name(s) of Account Holder(s)									
Terms & Conditions Pre-Authorized Debit Details I/We hereby authorize Computershare Trust Company of Canada to make the requested debits of funds from the bank account. I/We acknowledge that this service is for personal PAD purposes. I/We acknowledge that the amount of the PAD will be fixed, as referenced in the fee schedule which can be found at www.computershare.com . I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is inconsistent with this PAD Agreement. To obtain more information on my/our recourse rights I/we may contact my/our financial institution or visit www.cdnpay.ca Pre-Authorized Debit Cancellation Details I/We may cancel my/our authorization at any time by sending a clear written request. Pre-Authorized Debit Waiver Details I/We waive any requirement for Computershare to send me/us written notice prior to the first PAD made under this agreement or prior to implementing any modifications I have requested.									
By signing below, I/we agree to this section 4 and the Terms & Conditions above. Signature of Bank									
Account Holder				Date					
Signature of Bank				Date					

5. ANNUITANT AUTHORIZATION

TO: COMPUTERSHARE TRUST COMPANY OF CANADA (the "Trustee")

I hereby apply for a COMPUTERSHARE TRUST COMPANY OF CANADA SELF-DIRECTED RETIREMENT SAVINGS PLAN (the "Plan") or a COMPUTERSHARE TRUST COMPANY OF CANADA SELF-DIRECTED RETIREMENT INCOME FUND (the "Fund") in accordance with the terms and conditions of this Application and the applicable Declaration of Trust attached hereto. By signing below, I have agreed that:

- I have read, understood and agree to the terms of the Plan or Fund Declaration of Trust.
- 2. I declare that the information given in this Application is true, correct and complete.
- 3. I request that the Trustee apply for registration of the Plan as a registered retirement savings plan, or the Fund as a registered retirement income fund, under the *Income Tax Act* (Canada).
- 4. I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is permitted under the tax laws, and I am aware of the consequences of acquiring and holding investments which are prohibited or not qualified.
- 5. The Trustee has no obligation to give me investment advice in connection with the purchase, retention or sale of any investment and is not required to consider whether my investments held by the Plan or Fund are suitable for my financial circumstances. I acknowledge that the Trustee is not in the business of trading or advising in securities and therefore has provided me with no recommendations or other forms of advice with respect to the investments that may be held by the Plan or Fund.
- 6. I am solely responsible for all investment decisions concerning investments held by the Plan or Fund, including their suitability for my financial circumstances. I have obtained such independent financial advice as I consider necessary concerning the investments to be made by the Plan or Fund and will continue to obtain such advice as I consider necessary when considering whether to acquire additional investments, to sell existing investments or to continue to hold such investments.
- 7. Any benefit received under the Plan or Fund is taxable under the Income Tax Act (Canada).
- 8. In the event of my death, the proceeds of the Plan or Fund will be paid to the beneficiary or beneficiaries, if any, whom I have designated, if permitted by law. If I have not made a designation or if a beneficiary dies before me, then, subject to applicable law, such proceeds will be paid to my estate.
- 9. In the course of providing services hereunder, Computershare may collect or receive personal information about me and/or my representatives, as individuals, or about other individuals. Computershare may use personal information for the following purposes:
 - a. to administer the Plan or Fund;
 - to help manage its servicing relationship with such individuals;
 - c. to meet legal and regulatory requirements; and
 - d. if Social Insurance Numbers ("SINs") are collected, for tax reporting and to assist in verifying an individual's identity for security purposes.

Computershare may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

To obtain information about Computershare's privacy practices and for more information on the way in which Computershare collects, uses and discloses confidential and personal information, please refer to the Computershare Privacy Code online at www.computershare.com or request a copy of the Privacy Code by mail by writing to: Chief Privacy Officer, 100 University Avenue, 11th Floor, Toronto, ON M5J 2Y1.

DATED AT	, IN THE PROVINCE OF	, THIS	DAY OF	20				
Annuitant's Signature:								
Accepted on behalf of Computershare Trust Company of Canada								
Authorized Signature of Trustee:		Date:	Date:					
Deliver form to Computershare Trust Company of Canada, attn: Private Capital Solutions:								
By Mail: 3 rd Floor, 510 Burrard Street	<u>By Fax:</u> (604) 661-9401		<u>By Email:</u> PCSprocessing@computershare.com					
Vancouver, BC V6C 3B9	, ,		, ,,					

Privacy Notice

Computershare is committed to protecting your personal information. In the course of providing services to you and our corporate clients, we receive non-public personal information about you – from transactions we perform for you, forms you send us, other communications we have with you or your representatives, etc. This information could include your name, address, social insurance number, securities holdings and other financial information. We use this to administer your account, to better serve your and our clients' needs and for other lawful purposes relating to our services. Computershare may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides. We have prepared a Privacy Code to tell you more about our information practices, how your privacy is protected and how to contact our Chief Privacy Officer. It is available at our website, www.computershare.com, or by writing us at 100 University Avenue, Toronto, Ontario, M5J 2Y1. Computershare will use the information you are providing in order to process your request and will treat your signature(s) as your consent to us so doing.

COMPUTERSHARE TRUST COMPANY OF CANADA SELF-DIRECTED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Computershare Trust Company of Canada Self-Directed Retirement Savings Plan (the "Plan") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Plan;

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act;

"RRSP" means a registered retirement savings plan, as defined in the Act;

"spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Computershare Trust Company of Canada;
"You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Plan; (under the Act, you are known as the "annuitant" of the Plan).

- REGISTRATION: We will apply for registration of the Plan in accordance with the Tax Laws. The purpose of the Plan is to provide you with a 1. Retirement Income. Retirement income under the Plan may not be assigned in whole or in part.
- 2. CONTRIBUTIONS: We will accept Contributions made by you or, where applicable, your spouse or common-law partner. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any investments, income or gains therefrom (the "Plan Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws. No Contributions may be made to the Plan after December 31st of the calendar year in which the Act requires your Retirement Income to begin.

INVESTMENTS: 3.

We have no obligation to give you investment advice in connection with the purchase, retention or sale of any investment and we are not required to consider whether any investments held by the Plan are suitable for your financial circumstances. We are not in the business of trading or advising in securities and therefore have not provided you with any recommendations or other form of advice with respect of the investments that may be held by the Plan. You are solely responsible for all investment decisions concerning investments held by the Plan, including their suitability for your financial circumstances. You have obtained such independent financial advice as you consider necessary concerning the investments to be made by the Plan and will continue to obtain such advice as you consider necessary when considering whether to acquire additional Plan Assets, to sell existing Plan Assets or to continue to hold such Plan Assets.

We will execute any transaction instructions we receive from you and hold the Plan Assets according to your instructions. We may require any instructions to be in writing. If instructions include the acquisition of a security based on an offering memorandum exemption or similar qualified investor exemption, you acknowledge that it is solely your responsibility to determine that you and the Plan meet such exemption criteria.

We may place any uninvested cash in a demand deposit account with a chartered bank in Canada or may place the cash as a demand deposit with the Trustee as part of its deposit-taking business. You acknowledge that any cash held in trust by the Trustee might not bear interest. Investments will not be limited to those authorized by law for trustees.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Plan. We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Plan Assets.

- INCOME TAX RECEIPTS: On or before March 31 in each year, we will send to you, your spouse or your common-law partner, as applicable, a 4. receipt showing Contributions made by you or such person during the preceding year and, if applicable, the first 60 days of the current year. You, your spouse or your common-law partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Tax Laws.
- YOUR ACCOUNT AND STATEMENTS: We will maintain an account in your name showing all Contributions made to the Plan, all investment 5. transactions and all withdrawals from the Plan. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period.
- MANAGEMENT AND OWNERSHIP: We may hold any Plan Asset in our own name, in the name of a nominee or agent, in bearer form or in 6. such other name or form, or with any such custodian, clearing corporation or depositary, as we may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof, or, subject to paragraph 16, to sell any Plan Assets to pay any taxes, interest or penalties imposed on the Plan by the Tax Laws or to pay any unpaid fees, expenses or liabilities owing by the Plan. We may limit or restrict transactions with, or withdrawals from the Plan as we, in our sole discretion, deem necessary. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor. We will comply with applicable securities laws that apply to us as Custodian of your Account when you hold securities of public companies (reporting issuers) in your Account. You should read the Notice on Beneficial Ownership of Securities of Public Companies and must complete the related Client Response Form if this applies to
- 7. REFUND OF OVER-CONTRIBUTIONS: We will, upon receiving a written request from you or, if applicable, your spouse or common-law partner, refund an amount to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not be responsible for determining the amount of any such refund.
- 8. MATURITY: On or before December 31st of the calendar year in which the Act requires your Retirement Income to begin, your Plan Assets must be transferred to a RRIF, or liquidated and the proceeds (less all applicable fees, charges and expenses) used to acquire an annuity that conforms with the Act. If you do not provide us with satisfactory instructions before October 1st of that year, the Plan will be terminated and the Plan Assets will be transferred to you (less taxes required to be withheld and any applicable fees, charges and expenses). Any annuity purchased with the Plan Assets must conform to the requirements of the Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse or common-law partner, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Act. Payments may not exceed a term of years equal to 90 minus

either your age (in whole years) or, if your spouse or common-law partner is younger than you, the age of your spouse or common-law partner (in whole years) at the time the annuity is established. Payments to your spouse or common-law partner in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse or common-law partner, the value of payments must be commuted.

- 9. <u>WITHDRAWALS:</u> You may, by written instructions or by other manner of communication acceptable to us request that we pay you all or any part of the Plan Assets. In order to make such payment, you will ensure that there is sufficient cash in the Plan to facilitate the amount requested or you will identify specific Plan Assets to be transferred in-kind. In the absence of satisfactory instructions from you, we may transfer or liquidate any Plan Asset selected by us for the purpose of making payment to you. If the value of the Plan is less than \$500 or if we determine that there are insufficient liquid Plan Assets to pay the fees and expenses of the Plan, we may make a payment to you from the Plan equal to the value of the Plan or transfer the illiquid Plan Assets to you from your Plan. We will withhold any income taxes or other taxes and charges required on the withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of any sold Plan Assets or for any losses that may result from such sales.
- 10. TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE): Subject to any requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Tax Laws, to an RRSP or RRIF under which (i) you are the annuitant; or (ii) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.
 - Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may specify in writing which Plan Assets you wish us to transfer; otherwise, we will transfer the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.
- 11. <u>DESIGNATION OF BENEFICIARY:</u> Where effective under applicable provincial law, you may designate one or more beneficiaries to receive the Plan Assets or Plan Proceeds on your death. You may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Plan under paragraph 12. If more than one form has been received by us, we will act on the one with the latest signature date.
- 12. <u>DEATH:</u> We will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Plan Assets, or sell them and pay out the Plan Proceeds, to the designated beneficiary(ies) under the Plan. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
- 13. PROOF OF AGE: Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that we may require.
- 14. <u>FEES AND EXPENSES:</u> We are entitled to receive and may charge you or the Plan reasonable fees and other charges that we establish from time to time, provided that we will give you 30 days written notice of a change in the amount of any such fee. The Plan will bear any taxes, interest or penalties imposed on the Plan by the Tax Laws. Subject to paragraph 16, we are entitled to reimbursement from the Plan or from you for all taxes, interest and penalties and for all other costs and out-of-pocket expenses incurred by us in connection with the Plan, including amounts imposed or that arise after the Plan is terminated. All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, deduct the unpaid amounts from any other account held by you with us or any of our affiliates and we are authorized but not obligated to liquidate Plan Assets or investments held in such other account selected by us in order to pay same. We will not be responsible for any loss occasioned by any such liquidation.
- 15. TRUSTEE'S LIABILITY: We are not responsible for determining whether any investment acquired or held by your Plan is or remains a "qualified investment" or "prohibited investment" for your Plan or whether any transaction is an "advantage" for your Plan, as those terms are defined in the Act. We are also not responsible for determining if you meet any legal or financial requirements required for the purchase of any securities.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Plan.

Subject to the express provisions of the Act and to paragraph 16 hereof, we will not be liable to you or the Plan for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, you or any other person in connection with the Plan, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the Tax Laws or by any other government authority out of the Plan Assets. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct.

You, your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents, and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. If we are entitled to and make any claim under this indemnity, we may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, you agree to personally pay the amount of the claim. The provisions of this paragraph 15 shall survive the termination of the Plan.

- 16. <u>LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:</u> We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act. The provisions of this paragraph 16 shall survive the termination of the Plan.
- 17. <u>REPLACEMENT OF TRUSTEE:</u> We may at any time resign as trustee under the Plan by giving you and 60 days written notice, or such shorter period of notice as you may accept. Upon giving any such notice of our resignation, we will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within

such notice period, we may nominate you to appoint a Successor Trustee by providing notice to you. If you are unable to appoint a Successor Trustee within 60 days of being nominated to do so, the Plan Assets, less all applicable fees, charges and expenses will be withdrawn from your Plan and transferred to you and we will be relieved of all duties and liabilities under the Plan. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Plan and will be reimbursed from the Plan Assets.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality.

- 18. <u>AMENDMENTS TO THIS DECLARATION OF TRUST:</u> We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as an RRSP under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.
- 19. <u>NOTICE:</u> You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we may accept), properly sent to us or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.
- 20. <u>REFERENCE TO STATUTES:</u> All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
- 21. <u>BINDING:</u> The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Plan or the Plan Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
- 22. <u>GOVERNING LAW:</u> This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 23. ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY): You understand that the information contained in your application will be maintained in a file at our place of business. The object of this file is to enable us, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us to make any decision relevant to the object of the file and no one may have access to the file except us, our employees, agents and representatives, any other person required for the execution of our duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.
- 24. <u>VERSION:</u> January 01, 2015

COMPUTERSHARE TRUST COMPANY OF CANADA

COMPUTERSHARE TRUST COMPANY OF CANADA SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Computershare Trust Company of Canada Self-Directed Retirement Income Fund (the "Fund") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

- "Act" means the Income Tax Act (Canada);
- "common-law partner" has the meaning set forth in the Act;
- "Retirement Income" has the meaning set forth in the Act;
- "RRIF" means a registered retirement income fund, as defined in the Act;
- "RRSP" means a registered retirement savings plan, as defined in the Act:
- "spouse" means a spouse for the purposes of the Tax Laws;
- "Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;
- "we", "us" and "our" refer to Computershare Trust Company of Canada; "you", "your" and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications and "yours" refer to the person who has signed the applications are the person who has a person who h "your" and "yours" refer to the person who has signed the application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after your death, your spouse or common-law partner if they become the successor annuitant of the Fund as described in paragraph 8 hereof;
- REGISTRATION: We will apply for registration of the Fund in accordance with the Tax Laws. The purpose of the Fund is to provide you with a 1. Retirement Income in accordance with the Act.
- 2. ACCEPTANCE OF PROPERTY INTO THE FUND: We will accept into the Fund only cash and other property that is transferred in accordance with the Tax Laws, from:
 - an RRSP or RRIF under which you are the annuitant;
 - (b) you, to the extent only that the property was an amount described in subparagraph 60(I)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse or common-law partner, or you were dependent upon him or her by reason of physical or mental infirmity);
 - (c) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership;
 - (d) a registered pension plan of which you are a member (as defined in subsection 147.1(1) of the Act), or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act; or
 - a specified pension plan in circumstances to which subsection 146(21) of the Act applies. (e)

hold this property and any investments, income or gains therefrom (the "Fund Assets") in trust, to be held, invested and used We will according to the terms of this declaration and the Tax Laws.

3. INVESTMENTS: We have no obligation to give you investment advice in connection with the purchase, retention or sale of any investment and we are not required to consider whether any investments held by the Fund are suitable for your financial circumstances. We are not in the business of trading or advising in securities and therefore have not provided you with any recommendations or other form of advice with respect to the investments that may be held by the Fund. You are solely responsible for all investment decisions concerning investments held by the Fund, including their suitability for your financial circumstances. You have obtained such independent financial advice as you consider necessary concerning the investments to be made by the Fund and will continue to obtain such advice as you consider necessary when considering whether to acquire additional Fund Assets, to sell existing Fund Assets or to continue to hold such Fund Assets.

We will execute any transaction instructions we receive from you and hold the Fund Assets according to your instructions. We may require any instructions to be in writing. If instructions include the acquisition of a security based on an offering memorandum exemption or similar qualified investor exemption, you acknowledge that it is solely your responsibility to determine that you and the Fund meet such exemption criteria. Investments will not be limited to those authorized by law for trustees.

We may place any uninvested cash in a demand deposit account with a chartered bank in Canada or may place the cash as a demand deposit with the Trustee as part of its deposit-taking business. You acknowledge that any cash held in trust by the Trustee might not bear interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular transferred property or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Fund Assets.

- YOUR ACCOUNT AND STATEMENTS: We will maintain an account in your name showing all Fund Assets, all investment transactions and all 4. payments from the Fund. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period. We will also send you by the end of February in each year a tax information slip showing the total amount of all payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income
- 5. MANAGEMENT AND OWNERSHIP: We may hold any Fund Asset in our own name, in the name of a nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depositary, as we may determine. We may generally exercise the power of an owner with respect to the Fund Assets, including the right to vote or give proxies to vote in respect thereof or, subject to paragraph 13, to sell assets to pay any taxes, interest or penalties imposed on the Fund by the Tax Laws or to pay any unpaid fees, expenses or liabilities owing by the Fund. We may limit or restrict transactions with, or withdrawals from, the Fund as we, in our sole discretion, determine. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.
- PAYMENTS: Each calendar year, we will make one or more payments to you, totaling not less than the minimum amount as defined in 6. subsection 146.3(1) of the Act. No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. The minimum amount for the year in which the Fund is established is zero. We will make payments to you in the amounts and at the times you direct us, as set out in your application form or in other acceptable directions, and you may change these directions. You may direct us to make payments which exceed the minimum amount for the year, in which case we must withhold tax from the excess. If you do not specify the amount to be paid or if the amount you specify is less than the minimum amount for a year, we will make payment(s) to you equaling at least the minimum amount. At the end of the year in which the last payment is made, an amount equal to the value of the Fund Assets must be paid out.

You may elect to have the minimum amount determined using your spouse's or common-law partner's age. To do so, you must complete the appropriate area on the application form before we make any payment to you out of the Fund.

It is solely your responsibility to ensure that there is sufficient cash in the Fund to make these payments. We will not be required to make any such payment *in specie*; however, we may, in our discretion, elect to make any such payment *in specie*. If any Fund Assets are to be sold to provide the required cash and we do not have your instructions as to which to sell, we will sell any of the Fund Assets that we, in our sole discretion, consider appropriate. We will not be liable for any loss that results from a sale.

No payment from the Fund may be assigned, in whole or in part.

We will not make any payments other than those described in paragraphs 6, 7 and 9 of this declaration. However, before making any such payment, we may charge against the Fund the amount of any taxes, penalties, interest, fees and expenses that are payable hereunder, under the Tax Laws or under other applicable laws.

- 7. TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE): Subject to any reasonable requirements we impose, you may direct us in writing to transfer all or part of the Fund Assets (net of any costs of realizations and of any property we must retain under the Tax Laws to ensure that the minimum amount may be paid to you in that year) to:
 - (a) an RRSP or RRIF under which you are the annuitant; or
 - (b) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which you are the annuitant, we will also transfer all information necessary for the continuance of the Fund. If only a portion of the Fund Assets is being transferred under this paragraph, you may specify in writing which Fund Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Fund Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid We will be discharged from all further duties and liabilities in respect of any Fund Assets so transferred.

- 8. <u>DESIGNATION OF SUCCESSOR ANNUITANT / BENEFICIARY:</u> Where effective under applicable provincial law, you may designate one or more beneficiaries to receive an amount or amounts out of the Fund after your death, in accordance with one of the following:
 - (a) Successor Annuitant: You may at any time elect that your spouse or common-law partner receives the payments under paragraph 6 after your death. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse or common-law partner after your death, if your legal personal representative requests this; or
 - (b) Beneficiary of Lump Sum: You may designate one or more beneficiary(ies) to receive the Fund Assets or the proceeds thereof, less any applicable taxes and any fees or expenses payable under this declaration, in a lump sum payment.

You may make, change or revoke any such beneficiary designations by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Fund under paragraph 9. If more than one form has been received by us, we will act on the one with the latest signature date.

- 9. <u>DEATH:</u> In the event of your death, if you had not elected that your spouse or common-law partner become successor annuitant in accordance with paragraph 8(a) above (or you had so elected but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Fund Assets to any other beneficiary(ies) designated in accordance with paragraph 8 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
- 10. PROOF OF AGE: Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that we may require.
- 11. FEES AND EXPENSES: We are entitled to receive and may charge you or the Fund reasonable fees and other charges that we establish from time to time, provided that we will give you 30 days written notice of a change in the amount of any such fee. The Fund will bear any taxes, interest or penalties imposed on the Fund by the Tax Laws. Subject to paragraph 13, we are entitled to reimbursement from the Fund or from you for all taxes, interest and penalties and for all other costs and out-of-pocket expenses incurred by us in connection with the Fund, including amounts imposed or that arise after the Fund is terminated. All amounts so payable must be paid by you within 30 days. Any failure to so pay may be charged against and deducted from the Fund Assets, unless you make other arrangements with us. If the cash in the Fund is not sufficient to pay these amounts, we may, in our sole discretion, deduct the unpaid amounts from any other account held by you with us or any of our affiliates and we are authorized but not obligated to liquidate Fund Assets or investments held in such other account selected by us in order to pay same. We will not be responsible for any loss occasioned by any such liquidation.
- TRUSTEE'S LIABILITY: We are not responsible for determining whether any investment acquired or held by the Fund is or remains a "qualified 12. investment" or "prohibited investment" for your Fund or whether it or any transaction involving your Fund is an "advantage", as those terms are defined in the Act. We are also not responsible for determining if you meet any legal or financial requirements required for the purchase We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Fund is terminated and all of the Fund Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Fund. We will not be liable to you or the Fund for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Fund, you or any other person in connection with the Fund, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Fund, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charge imposed upon us under the Tax Laws or by any other government authority, out of the Fund Assets. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Fund or the Fund Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct.

You, your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Fund. If we are entitled to and make any claim under this indemnity, we may pay the claim from the Fund Assets. If the Fund Assets are insufficient to cover the claim, or if the claim is made after the Fund has ceased to exist, you agree to personally pay the amount of the claim.

- The provisions of this paragraph 12 shall survive the termination of the Fund.
- 13. <u>LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:</u> We are not responsible for taxes, interest and penalties imposed on you or the Fund, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Fund under the Act. The provisions of this paragraph 13 shall survive the termination of the Fund.
- 14. REPLACEMENT OF TRUSTEE: We may at any time resign as trustee under the Fund by giving you 60 days written notice, or such shorter period of notice as you may accept. Upon giving any such notice of our resignation, we will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we may nominate you to appoint a Successor Trustee by providing notice to you. If you are unable to appoint a Successor Trustee within 60 days of being nominated to do so, the Fund Assets, less all applicable fees, charges and expenses will be withdrawn from your Fund and transferred to you and we will be relieved of all duties and liabilities under the Fund. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Fund and will be reimbursed from the Fund Assets.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Fund without further act or formality.

In the event of a change of trustee, we will transfer the Fund Assets to the Successor Trustee within 30 days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 7 hereof, including the retention of any property necessary to ensure payment to you that year of the minimum amount.

- 15. <u>AMENDMENTS TO THIS DECLARATION OF TRUST:</u> We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Fund as a RRIF under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.
- 16. <u>NOTICE:</u> You may give us instructions by personal delivery or postage prepaid mail (or by such other means as we may accept), properly sent to us or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us, or by electronic mail if you provide us with your email address for this purpose. Our notices to you will be deemed to have been given on the second business day after mailing.
- 17. <u>REFERENCE TO STATUTES:</u> All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
- 18. <u>BINDING:</u> The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Fund or the Fund Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
- 19. <u>GOVERNING LAW:</u> This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 20. ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY): You understand that the information contained in your application will be maintained in a file at our place of business. The object of this file is to enable us and our agents or representatives, to access your application, answer any questions you may have regarding the application and your Fund, and manage your Fund and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us to make any decision relevant to the object of the file and no one may have access to the file except us, our employees, agents and representatives, any other person required for the execution of our duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.
- 21. Version: January 2016

COMPUTERSHARE TRUST COMPANY OF CANADA

NOTICE BENEFICIAL OWNERSHIP OF SECURITIES OF PUBLIC COMPANIES National Instrument 54-101 Information

If you hold securities of a public company in your Account and those securities are registered in our name as custodian, you should be aware of the application of Canadian securities laws designed to ensure that you, as beneficial owner of those securities, receive information about those securities. Please read the following and complete the attached form.

This notice applies to securities held in your Account that have been issued by public companies ("reporting issuers") and that are held by us as your custodian, and that are not registered in your name, but in the name of Computershare or its nominees, as your custodian. When we refer to "securities" in this notice, we are referring to securities of reporting issuers that are registered in the name of Computershare or its nominees, as your custodian.

The issuers of the securities in your Account may not know your identity as the beneficial owner of these securities. As your custodian and registered holder of the securities, we are required under applicable securities laws to obtain your instructions concerning various matters relating to your holding of securities in your Account.

Disclosure of Beneficial Ownership Information

Securities laws permit reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuers' securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the attached Client Response Form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, which will consist of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities laws restrict the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information by us, please mark the first box in Part 1 of the attached form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you. If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by our agent or us.

Receiving Security holder Materials

For securities of reporting issuers that you hold in your Account with us, you have the right to receive proxy-related materials sent by the reporting issuers to registered holders of their securities in connection with meetings of such securityholders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a securityholder meeting. In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- (a) proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting:
- (b) annual reports and financial statements that are not part of proxy-related materials; and
- (c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the attached Client Response Form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Client Response Form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form. If you want to receive ONLY PROXY-RELATED materials that are sent in connection with a special meeting, please mark the third box in Part 2 of the form.

Please note that even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you by us or our agents if you have objected to the disclosure of your beneficial ownership information to reporting issuers.

Preferred Language of Communication

Part 3 of the client response form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

Contact

If you have any questions or want to change your instructions in the future, please contact us at the mail, fax or email addresses noted earlier in this Application Form.

CLIENT REPSONSE FORM

I have read and understand the Notice *Beneficial Ownership of Securities of Public Companies* that you have provided me in connection with this Account Application Form and the choices indicated by me apply to all of the securities of reporting issuers I may hold in my Account.

PART 1 - Disclosure of Beneficial Ownership Information

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to Computershare disclosing your name, address, electronic mail address, securities holdings and preferred language of communication to reporting issuers of securities you hold in your custodial account with Computershare and to other persons or companies in accordance with securities law.

I DO NOT OBJECT to you disclosing the information described above.

I OBJECT to you disclosing the information described above.

PART 2 - Receiving Securityholder Materials

Please mark the corresponding box to show what materials you want to receive. "Securityholder materials sent to beneficial owners of securities" consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

I WANT to receive ALL securityholder materials sent to beneficial owners of securities of reporting issuers.

I DECLINE to receive ALL securityholder materials sent to beneficial owners of securities of reporting issuers. Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense.

I WANT to receive ONLY proxy-related materials that are sent in connection with a special meeting.

PART 3 - Preferred Language of Communication

Please mark the corresponding box to show your preferred language of communication.

ENGLISH FRENCH

Note: These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give to Computershare in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply. I understand that the materials I receive will be in my preferred language of communication if the materials are available in that language.