FIDELITY CLEARING CANADA ULC SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

We, TSX Trust Company, 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 of trust (the "Declaration") is attached, for the Fidelity Clearing Canada ULC Self-Directed Retirement Income Fund (the "**Fund**") upon the following terms and conditions:

SOME DEFINITIONS:

In this Declaration, in addition to terms defined elsewhere herein,

"**Act**" means the Income Tax Act (Canada), and the regulations promulgated thereunder;

"**Agent**" means Fidelity Clearing Canada ULC and its successors and permitted assigns;

"**Applicable Legislation**" means the Tax Laws, provincial securities legislation, provincial legislation governing investment dealers, and any other governing legislation applying to retirement income funds, including any regulations, policies, rules, decrees, court orders or other provisions thereunder;

"**Fund Assets**" has the meaning set forth in paragraph 2;

"**Minimum Amount**" has the meaning set forth in subsection 146.3(1) of 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 or common-law partner as such terms are recognized under the Act ;

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

"**Trustee**" means TSX Trust Company;

"**we**", "**us**" and "our" refer to TSX Trust Company; and

"**you**" and "**your**" refer to the person who has signed the application and will be the owner of the Fund ("**Planholder**") (under the Act, known as the "Annuitant" of the Fund) and, after your death, your spouse if they become the successor annuitant of the Fund as described in paragraph 10 hereof;

1. **REGISTRATION**: We will apply for registration of the Fund in accordance with the Act. The purpose of the Fund is to make payments from the Fund, in accordance with paragraph 6, to the Planholder and, where it is elected, to the Planholder's spouse after the Planholder's death.

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 Act, from:

   a) 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(l)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse, or you were dependent upon him or her by reason of physical or mental infirmity);
   c) an RRSP or RRIF under which your spouse or former spouse, 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), a deferred profit sharing plan of which you are a member, or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act;
   e) a specified pension plan in circumstances to which subsection 146(21) of the Act applies; or
   f) a pooled registered pension plan in accordance with subsection 147.5(21).

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

3. **INVESTMENTS**: We will hold, invest and sell the Fund Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash on deposit with us or with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

   Investments will not be limited to those authorized by law for trustees. The Fund will bear any taxes, penalties or related interest imposed on the Fund under the Act, subject to paragraph 17. If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased, you agree to pay or reimburse us directly for any such taxes, penalties or related 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 undertaking certain transactions for the Fund. Self-directed mortgages are not permitted to be held in the Fund.

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

   Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers), to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Plan, except as otherwise expressly provided in this Declaration. The Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Planholder.

The Planholder shall not sign any document or authorize any action for the Fund in the name of the Trustee or the Agent, including permitting any asset in the Fund to be used as security for a loan, without first having authorization from the Trustee.
The Planholder agrees not to provide any instructions or series of instructions that would cause the Plan to contravene the Act. For greater certainty, the Planholder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Declaration.

4. **YOUR ACCOUNT AND STATEMENTS**: We will maintain an account in your name showing all Fund Assets, all investment transactions and all 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 payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income tax return.

5. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our 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. Subject to the provisions of the Act and paragraph 17, 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 to sell any of the Fund Assets to pay any assessments, taxes, fees or charges imposed on the Fund, or to limit or restrict transactions or withdrawals as we, in our sole discretion, determine. However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements. You authorize us or the Agent, if the Fund at any time has a cash deficit in one or more currencies, to charge against the Fund interest on the cash deficit until such deficit is eliminated and to sell any of the Fund Assets to eliminate the cash deficit and to select which Fund Assets to sell. 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.

6. **PAYMENTS**: Payments must begin no later than the first year after the calendar year in which the Fund is established. For every year following the calendar year in which the Fund is established, the Minimum Amount is calculated by multiplying the fair market value of the Fund at the beginning of the year by a factor prescribed under the Act which corresponds to the Planholder's age in whole years at the beginning of the year (or the age the Planholder would have been if he or she had been alive then). However, until the first payment has been made from the Fund, the Planholder may elect to use a factor prescribed under the Act which corresponds to the age of the Planholder's spouse or common-law partner in whole years at the beginning of the year (or the age the spouse or common-law partner would have been if he or she had been alive then).

   Each calendar year, we will make one or more payments to you, totaling not less than the Minimum Amount). No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. 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.

   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. Where there is insufficient cash in the Fund at any time to make a payment, the Trustee or the Agent, after making reasonable requests from the Planholder at the last address provided by the Planholder, may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

   We will not make any payments other than those described in paragraphs 6, 7 and 11 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 to the Trustee, the Agent, another third-party, or under the Applicable Legislation.

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 to ensure that the Minimum Amount may be paid to you in that year) to:

   a) a RRIF under which you are the annuitant; or
   b) an RRSP or RRIF under which your spouse or former spouse, 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 Act and any other Applicable Legislation and within a reasonable time after any required forms have been completed. If the transfer is to a 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 request 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. Where a request is made under paragraph 7(a) hereof in respect of part of the Fund Assets, we reserve the right to refuse such a request, in our sole direction. In the event the Planholder seeks a distribution of some, but not all, of the Fund Assets, in accordance with the provisions herein, the Trustee reserves the right to require that all assets or certain assets other than those requested by the Planholder be distributed.

8. **NON-QUALIFIED AND PROHIBITED INVESTMENTS**: The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Fund holds a "non-qualified investment" or a "prohibited investment" (as defined under the Act) for a RRIF.

   However, if the Fund acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Act) for a RRIF, or if property held in the Fund becomes a non-qualified investment or a prohibited investment for a RRIF, it is the responsibility of the Planholder to file an Individual Return for Certain Taxes for RRSPs or RRIFs for the relevant taxation year (Form RC339) and any other form that is required under the Act and pay the applicable tax under Part XI.01 of the Act.

9. **ADVANTAGE EXTENDED:** If an advantage (as defined under the Act) in relation to a RRIF is extended to the Planholder or to a person who does not deal at arm's length with the Planholder, it is the responsibility of the Planholder to file an income tax return and pay the tax under Part XI.01 of the Act; except if the advantage is extended by the Trustee (or by the Agent, acting as the agent of the Trustee) or by a person with whom the Trustee is not dealing at arm's length.

10. **DESIGNATION OF SUCCESSOR ANNUITANT / BENEFICIARY:** Where effective under Applicable Legislation, 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 situations:

    a) **Successor Annuitant**: You may at any time elect that your spouse receives the payments under paragraph 6 after your death until the Fund is paid out. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse 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 11. If more than one form has been received by us, we will act on the one with the latest signature date.

11. **DEATH**:

    a) **DEATH OF PLANHOLDER** (*applies to Provinces & Territories except Quebec*): The Planholder may designate (and may add, change or delete) beneficiaries of the Fund in accordance with, and in the form and manner provided by, Applicable Legislation. In the event of the death of the Planholder, the Trustee shall pay or transfer the Fund in accordance with Applicable Legislation to any beneficiaries of the Fund so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with Applicable Legislation, to the legal personal representative(s) of the Planholder.
    b) **DEATH OF PLANHOLDER** (*applies to Quebec only*): If the Planholder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the Planholder should do so in a will or other written document that meets the requirements of the Applicable Legislation. On the death of the Planholder, and upon receipt of official documentation, the Trustee will distribute the Fund Assets to the legal personal representative(s) of the Planholder. The Trustee and the Agent will be fully discharged by such payment or transfer. The Planholder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the Applicable Legislation.
    c) Before making a payment or transfer pursuant to paragraph (a) or paragraph 11(b) hereof, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required.
    d) Where provided for by the Agent, the Planholder may designate a beneficiary under the Fund by electronic signature except where prohibited by Applicable Legislation.

    Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the assets at the time. In the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper. In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so. Subject to Applicable Legislation, we will not be liable for losses caused by any delay in making payments into court or to the beneficiary or the legal personal representative(s).

12. **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 may be required for the purpose of calculating your payments from the Fund.

13. **DELEGATION**: You authorize us to delegate to the Agent the performance of certain of our duties, including the following:

    a) receiving transfers of cash and other property into the Fund and accepting on our behalf your application;
    b) registering the Fund with the Canada Revenue Agency;
    c) investing the Fund Assets in accordance with this Declaration;
    d) holding the Fund Assets in safekeeping, in its name or in the name of its nominee or custodian;
    e) maintaining your account and providing you with statements and notices;
    f) receiving and implementing your notices and instructions;
    g) collecting fees and expenses from you or the Fund;
    h) filing any elections permitted under the Act as directed by you or your legal personal representatives;
    i) issuing tax information slips and preparing and filing tax returns or forms relating to the Fund;
    j) withdrawing or transferring Fund Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Fund, the Act or other Applicable Legislation;

    and any other duties relating to the Fund as we may determine appropriate from time to time. We, however, will bear ultimate responsibility for the administration of the Fund in accordance with this Declaration and the Act.

    You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this Declaration, including without limitation those under paragraphs 15, 16 and 17, are also given to, and are for the benefit of, the Agent.

14. **PLANHOLDER'S RESPONSIBILITY**: The Planholder is responsible, to the entire exoneration of the Trustee, to ensure that the Fund Assets are invested in compliance with the investment rules under the Applicable Legislation, including that all Fund Assets held are qualified investments and not prohibited investments for a RRIF under Applicable Legislation.

    The Plannholder shall ensure that payments requested from the Fund do not exceed the maximum amount specified by Applicable Legislation.

    The Trustee shall not be liable for any income tax, charge or tax that the Planholder may be required to pay on a non-qualified investment (other than those for which the Trustee is liable), a prohibited investment, for any loss or shortfalls resulting from the investment or reinvestment of the Fund Assets, or the sale or other disposition of Fund Assets.

15. **FEES AND EXPENSES**: We are entitled to receive and may charge against the Fund reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you 30 days written notice of a change in the amount of any such fee. Subject to paragraph 17, we are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Fund. All amounts so payable will 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, sell any of the Fund Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

16. TRUSTEE'S LIABILITY: The Annuitant shall be responsible for selecting the investments of the Plan, ensuring that an investment is and continues to be a qualified investment and determining whether any such investment is not and continues not to be a prohibited investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. We shall be entitled to accept same as conclusive evidence of the truth and accuracy of the statements contained therein. When the Fund is terminated and all of the Fund Assets are paid out, we will be released and discharged from all responsibility or obligation in connection with the Fund.

Subject to the express provisions of the Act and to paragraph 17, 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 by the Agent, a third party, or under the Act 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 specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

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 (including the Agent) 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, the Agent 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 16 shall survive the termination of the Fund.

17. LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES: 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 the Act states cannot be reimbursed by the Fund.

All taxes, penalties, and interest applicable to the Fund (for greater certainty this does not include amounts that may be imposed under Part XI.01 of the Act on the Planholder or the carrier of the Fund), such as with regard to non-qualified investments, shall be charged to the Planholder. Such taxes, interest and penalties will be paid for/by or recovered from the Planholder. The Trustee may, without instructions from the Planholder, apply any cash held in the Fund for the payment of fees or expenses charged to the Fund. Where there is insufficient cash in the Fund at any time, the Trustee or the Agent may, in their discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

18. REPLACEMENT OF TRUSTEE: We may at any time resign as trustee under the Fund by giving you and the Agent 90 days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 90 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Act and any other Applicable Legislation (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the Fund Assets and will be reimbursed from the Fund Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

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.

19. AMENDMENTS TO THIS DECLARATION: 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 retirement income fund acceptable for registration under the Act. 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 Act.

20. GROUP RETIREMENT INCOME FUND: If the Fund is issued as part of a group income fund:

a) paragraphs 20 to 25, inclusive, apply to the Fund; and
b) "Plan Sponsor", when used herein, means a corporation, a partnership or an association:

   i. that is your employer or the your spouse's employer, or to which you or your spouse may otherwise have a membership or affiliation; and
   ii. that has adopted a group income fund with the Agent, of which you are a member or a former member entitled to benefits (the "**Group Income Fund**").

21. FUND PART OF GROUP INCOME FUND: You acknowledge that the Plan Sponsor's arrangement with the Agent and yourself, or your spouse, imposes certain additional terms and conditions on the Fund referred to in this Declaration, as set out below.

22. PLAN SPONSOR AS AGENT: You acknowledge that the Agent has appointed the Plan Sponsor as agent for certain limited purposes with respect to the Group Income Fund. You hereby appoint the Plan Sponsor to act as your agent for certain limited purposes with respect to the administration of the Fund, including, without limiting the generality of the foregoing, receiving information on the Fund from time to time and delivering your directions to the Agent.

23. **WITHDRAWALS**: You may be required to provide the Plan Sponsor with a withdrawal request prior to any withdrawal from the Fund being effected.

24. **TERMINATION:** Upon termination of your relationship with the Plan Sponsor or discontinuance of the Group Income Fund by the Plan Sponsor, the Fund will no longer be a part of the Group Income Fund and the Fund will continue as an individual fund with the Agent, subject to your rights with respect to withdrawals and permitted transfers as set out in this Declaration.

25. **LIABILITY OF PLAN SPONSOR**: The limitations of liability provided in paragraphs 16 and 17, any indemnity hereunder and any authority granted hereby for reimbursement out of the Fund will extend to and save harmless the Plan Sponsor.

26. **DOCUMENTATION:** Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate.

27. **INSTRUCTIONS**: The Trustee and the Agent shall be entitled to rely upon instructions in writing received from the Planholder or from any person designated in writing, in accordance with Applicable Legislation, by the Planholder to give instructions on behalf of the Planholder or from any person purporting to be the Planholder or such designated person, as if they were from the Planholder. Subject to Applicable Legislation, the Trustee or the Agent may, without incurring any liability to the Planholder or any other person, decline to act upon any instruction.

28. **REFERENCE TO STATUTES**: 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.

29. **DECLARATION OF TRUST**: The Planholder has signed the application form for the Fund agreeing to be bound by the terms and conditions of this Declaration. The Planholder agrees to be bound by the terms of any addendums to the Fund. If there is a conflict between the provisions of this Declaration and those of any addendum to the Fund, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. If there is a conflict between any addendum to the Fund and the Declaration and the Applicable Legislation, the latter shall prevail to the extent necessary to resolve the conflict, so long as the Act is not contravened. The Act shall prevail, in case of conflict with any of the foregoing.

30. **THIRD PARTY ORDERS OR DEMANDS**: The Trustee shall be entitled to be indemnified out of the Fund in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the Fund and the Fund Assets, or to issue payment from the Fund, with or without instructions from the Planholder or in contradiction of instructions of the Planholder. The Trustee or the Agent retains the ability to restrict trading, withdrawals and transfers upon receipt of an order or demand. The Trustee or Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Planholder's account, the Planholder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Fund or related to the Plan and shall similarly be entitled to indemnity out of the Fund for so doing. In the event the Fund Assets shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Fund the Planholder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

31. **TRANSFERRING FROM ANOTHER PLAN**: Where amounts are transferred to the Fund from a registered pension plan or from another plan under the Act or other Applicable Legislation, in accordance with paragraph 2, the terms of this Declaration may be subject to additional terms required under the applicable pension legislation or the Act or other Applicable Legislation. Such additional terms will be described in a locked-in or other addendum which will be attached to and form part of this Declaration. To the extent that there is any conflict or inconsistency between the additional terms described in the addendum and this Declaration, the additional terms will govern; provided always that the Fund will not be disqualified as a retirement income fund acceptable for registration under the Act and any Applicable Legislation

32. **UNCLAIMED BALANCES**: The Fund Assets may be deemed to be abandoned or unclaimed as per the definitions of any applicable provincial legislation. In addition to any timelines prescribed by legislation, the Trustee may, at its sole discretion, deem an account to be abandoned and any property to be unclaimed.

    The Trustee may, after making reasonable efforts to contact the Planholder, withdraw the abandoned amounts and may, in its discretion, liquidate part or all of the abandoned property. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time. In the case of investments which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the investments to the Agent for the Agent's own account, at such prices as the Trustee considers fair and proper.

    The property, and/or the proceeds of liquidation may be remitted to the appropriate government agency. In the alternative, the Trustee may, in its sole discretion, allocate the property or proceeds of liquidation to a pooled account for dormant amounts. The terms, jurisdiction, and other details of this account will be determined by the Trustee, and in the Trustee's sole discretion.

    The Trustee may also, in its sole discretion, allocate the property or proceeds of liquidation to an existing account in the Planholder's name, or to a new account which would be opened on the Planholder's behalf.

    The Planholder may at any time, or as prescribed in any Applicable Legislation, instruct the Trustee to return the property/proceeds of liquidation to the Planholder's control and/or possession. Unless prescribed by Applicable Legislation, the Planholder has no further claim on amounts removed from their accounts, when such accounts were closed by the Trustee.

    The Trustee and/or the Agent may charge reasonable expenses incurred in the administration of this process as set out in paragraph 15, hereto.

    As part of the Trustee's program to manage unclaimed property, the Trustee may engage a third party in order to contact the Planholder. The Planholder authorizes the Trustee to take this action and share the personal information of the Planholder reasonably required to contact the Planholder.

33. **FOREIGN PENSION TRANSFERS**: The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where the Planholder transfers a foreign pension to an account with the Trustee or the Agent, the Planholder is solely responsible for ensuring the transfer qualifies and adheres to any Applicable Legislation, including the Act. Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.

    The Planholder acknowledges that he/she is solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts, and that the amounts transferred are not exempt from claims by creditors. The Planholder is responsible for determining eligibility for these transfers and for consulting with their pension manager and a qualified international tax advisor.

34. **BINDING**: 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.

35. **NOTICE**: Any notice given by the Trustee to the Planholder regarding the Fund (including this Declaration) shall be sufficiently given if it is delivered to the Planholder personally, or if it is mailed, postage prepaid, to the Planholder at the address set out in the attached application or the last address provided by the Planholder. If mailed, any such notice shall be deemed to have been delivered by the second business day following the day of mailing. Your instructions must be given to us by personal delivery, postage or by such other means as we or the Agent may accept, properly sent to the Agent or to any address that we may designate.

36. **GOVERNING LAW**: 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.

37. **ACCESS TO FILE** (APPLICABLE IN QUEBEC ONLY): You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and the Fund, and manage the Fund and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent’s 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.

TSX Trust Company