

CALEDON TRUST COMPANY

SELF-DIRECTED RETIREMENT SAVINGS PLAN APPLICATION

- LIRA** – Locked in Retirement Account*
- LRSP** – Locked in Retirement Savings Plan*
- RRSP** - Retirement Savings Plan - Member Plan
- RRSP** - Retirement Savings Plan - Spousal Plan

Account No
Cross Reference Account

*Please complete section 3

1. ANNUITANT INFORMATION (PLEASE COMPLETE ALL AREAS)

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.			
Surname		First Name & Initials	
Street Address			Apartment/Unit #
City		Province	Postal Code
Home Phone ()		Country	
Social Insurance Number		Date of Birth MM/DD/YYYY	
E-mail			Language Preference English <input type="checkbox"/> French <input type="checkbox"/>

2. SPOUSAL ACCOUNT INFORMATION (COMPLETE ONLY FOR SPOUSAL PLAN)

COMPLETE THIS SECTION COMPLETE THIS SECTION ONLY IF CONTRIBUTIONS WILL BE CLAIMED AS A DEDUCTION, FOR TAX PURPOSES, BY THE SPOUSE OR COMMON-LAW PARTNER OF THE ANNUITANT.

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.			
Surname		First Name & Initials	
Social Insurance Number		Date of Birth MM/DD/YYYY	
I hereby acknowledge and agree to the registration of this spousal plan, the declaration of trust, and authorize Caledon Trust Company to transfer assets from my open account to the retirement savings plan on my verbal instructions.			
Dated		Spouse or common-law partner's Signature	

3. LOCKED-IN SUPPLEMENT (COMPLETE THIS SECTION FOR LIRA AND LRSP)

MADE PURSUANT TO THE FOLLOWING GOVERNING PENSION LAW – CHECK ONE. PLEASE ALSO COMPLETE THE ADDENDUM ATTACHED.

<input type="checkbox"/> Ontario – ON-LIRA (Please complete the addendum attached)
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4. DESIGNATION OF BENEFICIARY

APPLICABLE ONLY TO THOSE PENSIONS RESIDING AND DOMICILED IN JURISDICTION PERMITTING BENEFICIARY DESIGNATIONS OTHER THAN BY WILL. OPTIONAL, HOWEVER RECOMMENDED TO MINIMIZE PROBATE COSTS.

Beneficiary Surname		Beneficiary First Name & Initials		
Social Insurance Number		<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.		
Relationship		Date of Birth MM/DD/YYYY		
Street Address		Apartment/Unit #		
City		Province	Postal Code	
I hereby designate the above person if then living as my beneficiary to receive the benefits payable under this Plan in the event of my death prior to the maturity thereof, otherwise such benefits shall be payable to my estate. For multiple beneficiaries please attach a letter of instructions.				
Dated at _____ this _____ day of _____ Year _____				Annuitant's Signature

5. TRUSTEE FEE AUTHORIZATION

PLEASE COMPLETE TO ELECT METHOD OF PAYMENT FOR THE ANNUAL FEES.

- P.A.P. Pre-Authorized Payment (*Attach void cheque sample*)
 Pay by cheque

I hereby acknowledge that the trustee may from time to time liquidate assets in this account to cover unpaid trustee fees. I hereby authorize Caledon Trust Company to draw cheques on my account as per the void cheque attached. The said bank is hereby authorized to deal with such cheques as though signed by me.

Signature of Depositor

Signature of Depositor
(if Joint)

Client Last Name & Initial

6. RSP ANNUITANT SIGNATURE (PLEASE READ CAREFULLY BEFORE SIGNING)

To: Caledon Trust Company

I hereby apply for a Caledon Trust Company Self-Directed Retirement Savings Plan in accordance with the Declaration of Trust set out on the reverse side hereof.

1. I have read, understood, and agree to be bound by the terms and conditions of the 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 Self-Directed Retirement Savings Plan under the provisions of the *Income Tax Act* of Canada and any similar legislation in my province of residence designated above.
4. I understand that any benefits received by me under the Plan may be subject to tax under said *Income Tax Act*.
5. I agree that I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is qualified under the tax laws, and I am aware of the consequences of acquiring and holding investments which are not qualified or which exceed foreign property limits.
6. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment.
7. I understand that the statement of age as set forth in this application is a certification by me of such age and I save harmless both the Trustee and Agent with respect to any matter arising out of any erroneous statement so given by me under this application.

Dated

Signature of Annuitant

THIS APPLICATION IS ACCEPTED AS A SELF-DIRECTED RETIREMENT SAVINGS PLAN AS NUMBERED ABOVE.

**Received as Agent
(for Caledon Trust Company)**

**On Behalf of Caledon Trust Company
(Trustee)**

Authorized Officer's
Signature

Authorized Officer's
Signature

Dated

Dated

DECLARATION OF TRUST

1. **Establishment of Fund:** Caledon Trust Company, a trust company incorporated under the laws of Canada (the "Trustee") hereby declares itself to be the trustee of the Caledon Trust Company Self-Directed Retirement Savings Plan established by the applicant named in the Application on the reverse side hereof (the "Annuitant"), in accordance with the terms hereof and with the terms of the said Application (the "Application") which together shall constitute and hereinafter be referred to as the "Plan".
2. **Registration:** The Trustee shall apply for registration of the Plan pursuant to the provision of the "Applicable Legislation" which shall be deemed for the purposes hereof to include (1) *the Income Tax Act (Canada)*, as amended from time to time, and (2) applicable provincial legislation.
3. **Contributions:** Contributions in cash or in kind made by the Annuitant or by the Annuitant's spouse or common-law partner, to the Plan together with all income and capital gains earned in respect thereof shall be held by the Trustee in trust and invested and reinvested in accordance with the provisions of paragraph 10 hereof. All such investments and reinvestments and all uninvested cash shall together comprise "the assets of the Plan" for the purposes hereof, where the context so requires.
4. **Refund of Excess Contributions:** On written direction of the Annuitant or the Annuitant's spouse or common-law partner, the Trustee shall pay to the person making the direction, an amount which will reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act (Canada)* by such person.
5. **Withdrawals:** The Annuitant may, by written instructions or by other manner of communication acceptable by the Trustee, at any time before the commencement of a Retirement Income, request that the Trustee pay the Annuitant all or any part of the Plan Assets. In order to make such payment, the Trustee may sell all or part of any investments, to the extent the Trustee deems appropriate. The Trustee will withhold any income taxes or other taxes and charges required on the withdrawal of funds and pay the Annuitant the balance, after deducting any applicable fees and expenses. The Trustee will have no liability to the Annuitant in respect of any sold Plan Assets or for any losses that may result from such sales.
6. **Maturity of Plan:** In this section, "Annuitant" means until such time after maturity of the plan as the Annuitant's spouse or common-law partner becomes entitled by virtue of the Annuitant's election in the Application, as a consequence of the Annuitant's death, to receive benefits to be paid out of or under the Plan, the Annuitant, and thereafter, the Annuitant's spouse or common-law partner.
- (a) The Plan does not provide for the payment of any benefit before maturity except:
- 1) a refund of premiums, and
 - 2) a payment to the Annuitant on the Annuitant's instructions.
- (b) The Plan does not provide for the payment of any benefit after maturity except:
- 1) by way of retirement income to the Annuitant,
 - 2) to the Annuitant in full or partial commutation of retirement income under the Plan,
 - 3) the Plan requires the commutation of each annuity payable thereunder that would otherwise become payable to a person other than the Annuitant under the Plan.
- (c) The Plan does not provide for a payment to the Annuitant of a retirement income except by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where such commutation is partial, equal annual or more frequent periodic payments thereafter.
- (d) The Plan does not provide for periodic payments in a year under an annuity after the death of the first Annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death.
7. **Retirement Income:**
- (a) The Plan will mature on a date (the "Maturity Date") chosen by the Annuitant for the commencement of a Retirement Income. The Maturity Date shall not be later than 60 days prior to the end of the calendar year in which the Annuitant attains the age prescribed by the *Income Tax Act (Canada)*.
- (b) On the Maturity Date the assets of the Plan shall be used, on the written instructions of the Annuitant, for the provision of a Retirement Income.
- (c) A Retirement Income means any one or a combination of the following:
- 1) an annuity commencing at the Maturity Date, not exceeding the term referred to in item (2) below, payable to:
 - (a) the Annuitant for the Annuitant's life, or
 - (b) the Annuitant for the lives, jointly, of the Annuitant and the Annuitant's spouse or common-law partner and to the survivor of them for his or her life, or
 - 2) an annuity commencing at the Maturity Date, payable to the Annuitant, or to the Annuitant for life and to the Annuitant's spouse or common-law partner after death of the Annuitant in accordance with the provisions of the Applicable Legislation, or
 - 3) a registered retirement income fund established in accordance with the provisions of the *Income Tax Act* as amended from time to time.
- (d) The Retirement Income may not be assigned in whole or in part.
- (e) Where the Annuitant fails to instruct the Trustee or the Agent within sixty days prior to the end of the calendar year in which the Annuitant attains sixty-nine years of age, or such later age as may be permitted under the Applicable Legislation, the Trustee shall either (i) transfer the Plan Assets to a retirement income fund registered in accordance with the provisions of the *Income Tax Act*, or (ii) purchase for the Annuitant an annuity of such type, subject to the requirements of the Plan, as the Trustee may in its absolute discretion determine. Upon the establishment of a registered retirement income fund or the issuance of any annuity as provided for above, the Trustee shall be released and discharged from any obligations it has in connection with the Plan.
8. **Death of Annuitant Prior to Maturity:** Upon receiving notice of the death of the Annuitant prior to the maturity of the Plan the Trustee shall forthwith realize all of the assets of the Plan, and upon receipt of such documentation as it may reasonably require, shall, subject to the withholding requirements of the Applicable Legislation, pay over the proceeds of such realization in a lump sum to such beneficiary designated by the Annuitant in accordance with paragraph 8 hereof, or to the Annuitant's personal representatives in the absence of such designation.
9. **Designation by Annuitant of Beneficiary:** If permitted by the Applicable Legislation, the Annuitant may designate one or more beneficiaries to receive the proceeds payable under this Plan in the event of the Annuitant's death prior to the maturity thereof. If no beneficiary has been so designated or if all such beneficiaries predecease the Annuitant, the proceeds of the Plan shall be paid to the personal representatives of the Annuitant. A beneficiary designation can only be made, changed or revoked by written instrument in form reasonably acceptable to the Trustee which adequately identifies this Plan and has been signed by the Annuitant; provided always that the instrument or evidence thereof acceptable to the Trustee shall be lodged with the Trustee prior to any payment by it of the proceeds of the Plan. If more than one such instrument has been so lodged, the Trustee shall make payment in accordance with the instrument bearing the latest execution date. An instrument shall be effective for the purpose of this paragraph even though as a will or codicil it may be invalid or revoked.
10. **Delegation of Trustee Responsibilities:** The Annuitant expressly authorizes the Trustee to delegate to Commonwealth Fund Services Ltd. (the "agent") the following duties under the Plan:
- (a) receiving, investing and reinvesting the assets of the Plan;
 - (b) holding all or any portion of the assets of the Plan in safekeeping;
 - (c) maintaining Plan records and accounting properly to the Annuitant for the assets of the Plan;
 - (d) providing the Annuitant with statements of account for the Plan at reasonable intervals; (e) preparing any forms required by the Applicable Legislation; and
 - (e) such other duties under the Plan as the Trustee in its sole discretion may determine.
- It is understood that, notwithstanding the delegation of duties under this section, the ultimate responsibility for the administration of the Plan remains with the Trustee.
11. **Investments:**
- (a) The Trustee shall invest and reinvest the assets of the Plan either directly, or through the Agent as provided in paragraph 10(a) hereof, only in accordance with the written or verbal instructions received from the Annuitant, in such assets, as the Annuitant shall direct. The Trustee shall pay interest on uninvested cash held by it for the Plan at such rates as it alone shall determine, and may hold such cash in its own Savings Department or in its own trust accounts upon such terms as it may from time to time determine.
- (b) The Trustee shall not be responsible nor liable for any loss or adverse tax consequences accruing to the Plan, Annuitant, the Annuitant's beneficiaries, or the Annuitant's estate: (1) for failing to comply with any qualified investment, or other restriction under the Applicable Legislation, or (2) as a result of the Agent's either failing to comply with any instruction given to it by the Annuitant concerning the making or disposing of any investment, or providing the Annuitant with any inaccurate advice with respect thereto.
12. **Income Tax Receipts:** The Trustee shall provide the Annuitant (or the Annuitant's spouse or common-law partner in the case of spousal plans), with receipts evidencing all contributions to the Plan. The Annuitant (or the Annuitant's spouse or common-law partner in the case of spousal plans), alone shall determine the taxation years in respect of which such contributions evidenced by such receipts may be deductible by him, and the Trustee shall not be liable for any adverse tax consequences whatever resulting from (1) the Annuitant's (or the Annuitant's spouse or common-law partner's as the case may be), being unable to deduct any such contribution, or (2) the Annuitant's (or the Annuitant's spouse or common-law partner's as the case may be), contributing amounts in excess of the limits provided for in the *Income Tax Act (Canada)* as amended from time to time.
13. **Accounts:** The Trustee shall maintain an account for the Plan, and shall provide the Annuitant at least annually with a statement thereof showing, for the period covered by such statement, all contributions made to the Plan, all assets of the Plan, and all income and capital gains earned by the Plan.
14. **Trustee's Compensation:**
- (a) The Trustee shall be entitled to such compensation for its services hereunder as it alone shall in its absolute discretion determine, and in addition shall be entitled to reimbursement for all taxes imposed upon it as Trustee of the Plan, as well as for all disbursements reasonably incurred by it in the performance of its duties hereunder. The Trustee shall also be entitled to a reasonable fee for any exceptional services performed by it hereunder, commensurate with the time and responsibility involved.
- (b) All fees and reimbursements provided herein shall, at the option of the Annuitant, either:
- 1) be paid to the Trustee directly by the Annuitant; or
 - 2) charged against and deducted by the Trustee from the assets of the Plan in such manner as it shall determine, and the Trustee may in this latter case in its absolute discretion realize assets of the Plan to provide such fees and disbursements.
15. **Amendments:**
- (a) The Trustee may from time to time in its sole discretion amend the provisions of the Plan provided that at all times the Plan continues to comply with the requirements of the Applicable Legislation.
- (b) An amendment made under this paragraph shall take effect on the first day after thirty (30) days notice of such amendment has been given to the Annuitant, or where appropriate, to the Annuitant's spouse or common-law partner.
- (c) (1) The Trustee may resign as Trustee,
 - (i) by giving 30 days written notice of its intention to resign to the Agent; and,
 - (ii) by appointing a replacement Trustee who consents to the appointment and who is acceptable to the Agent; and,
- (2) The Trustee shall resign on the request of the Agent after giving thirty (30) days notice of its intention to resign to the Annuitant; provided that no change in Trustee under this subparagraph may result in the Plan's becoming deregistered under the *Income Tax Act (Canada)*.
16. **Notice:** For the purposes hereof:
- 1) Notice given by the Trustee to the Annuitant shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Annuitant at the address shown on the Application or in such other Plan records as are reasonably accessible to the Trustee, and shall be deemed to have been received at the time of delivery or four business days after such mailing.
 - 2) Notice given by the Annuitant to the Trustee shall be considered sufficient if delivered personally or mailed postage prepaid, to the Trustee at its head office and shall be deemed to have been received by the Trustee when actually received by it.
17. **Governing Law:** The Plan shall be governed by and interpreted in accordance with the laws of Ontario and with the Applicable Legislation.
18. **Advantages to non-arm's length persons:** Neither the Annuitant nor any person with whom the Annuitant is not dealing at arm's length shall be entitled to any advantage conditional in any way upon the existence of the Plan, other than those advantages specifically permitted in the Applicable Legislation.

SUPPLEMENTARY AGREEMENT ESTABLISHING A LOCKED-IN RETIREMENT ACCOUNT UNDER THE CALEDON TRUST COMPANY SELF-DIRECTED RETIREMENT SAVINGS PLAN (SPECIMEN PLAN RSP 591-001)

RECITALS:

- A. The Annuitant is entitled under the Ontario Pension Benefits Standards Act and the Regulations R.R.O. 1990, Reg. 909 to transfer the commuted value of pension entitlements he or she has accumulated under a pension plan governed by the provisions of the Act and the Regulation and registered under the *Income Tax Act* (Canada) (the "Transfer");
- B. the Annuitant has established a Caledon Trust Company Self-Directed Retirement Savings Plan and wishes same to receive the Transfer;
- C. the Transfer cannot be made unless the conditions herein relating to locking-in are satisfied;
- D. the parties now wish to supplement the Caledon Trust Company Self-Directed Retirement Savings Plan in order to comply with the requisite locking-in conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. **DEFINITIONS:** In this Agreement, all capitalized terms not otherwise defined herein shall have the same meaning as in the Caledon Trust Company Retirement Savings Plan. In addition, the following terms shall have the meaning indicated:
 - 1.1. **"Act"** means the *Ontario Pension Benefits Standard Act*, as same may be amended from time to time;
 - 1.2. **"Account"** refers to the Caledon Trust Company Self-Directed Retirement Savings Plan executed between the Annuitant, Caledon Trust Company and the Agent, as supplemented and modified by this Agreement establishing a LIRA;
 - 1.3. **"Financial institution"** means the underwriter, depository or issuer of a LIF, LRIF or LIRA;
 - 1.4. **"LIF"** means a retirement income arrangement, known as a life income fund, that is a RIF and that meets the conditions set out in Schedule 1 of the Regulation;
 - 1.5. **"Life annuity"** means an arrangement that is made to purchase, through a person authorized to sell annuities under the laws of Canada or of a province, an immediate or deferred annuity and that complies with the relevant provisions of the *Income Tax Act* (Canada) and of section 22 of the Regulation;
 - 1.6. **"LIRA"** means an RSP that meets the requirements of subsection 21(2) of the Regulation relating to locked-in retirement accounts;
 - 1.7. **"LRIF"** means a retirement income arrangement, known as a locked-in retirement income fund, that is a RIF and that meets the conditions set out in Schedule 2 of the Regulation;
 - 1.8. **"Regulation"** means all regulations adopted pursuant to the Act, as same may be amended from time to time;
 - 1.9. **"RIF"** means a retirement income fund within the meaning in the *Income Tax Act* (Canada) that is a registered under that act;
 - 1.10. **"RSP"** means a retirement saving plan within the meaning of the *Income Tax Act* (Canada) that is registered under that act;
 - 1.11. **"Spouse"** shall have the meaning assigned to such term under the Act but does not include any person who is not recognized as Spouse or common-law partner for the purposes of any provision of the *Income Tax Act* (Canada) respecting RSP;
 - 1.12. **"Transfer"** means the transfer referred to in paragraph A of the Recitals hereto.

2. **Locking-in provisions:** Subject to sections 3 and 5 herein, all money that is the subject of the Transfer, including all investment earnings thereon but excluding all fees, charges, expenses and taxes charged to this Account, shall be used to provide or ensure a pension that would, but for the Transfer or any previous transfers, be required or permitted by the Act. The Annuitant shall not be allowed to make any additional contribution, and no money which is not locked-in may be transferred or otherwise held under this Account.

3. **Permitted transfers:** No transfer of all or any part of the money or assets held under this Account is permitted unless such transfer is made to one of the following:
 - 3.1. to another LIRA on the conditions set out in section 21(2) of the Regulation;
 - 3.2. to a LIF on the conditions set out in Schedule 1 of the Regulation;
 - 3.3. to a LRIF on the conditions set out in Schedule 2 of the Regulation;
 - 3.4. to purchase a Life annuity, as stipulated in subsection 146(1) of the *Income Tax Act* (Canada); or
 - 3.5. to a registered pension plan.

Such transfer shall be made after receipt by the Trustee or the Agent of written instructions from the Annuitant to that effect, but shall be conditional upon the Trustee being satisfied that the conditions for transfer set out at section 4 hereof are fulfilled. Once the transfer is completed in compliance with all conditions relating thereto, the Trustee and the Agent shall be released from any liability in connection with this Account to the extent of the transfer. Notwithstanding the above, the Trustee shall never be obliged to refund in advance the investments held under the Account for purposes of transfer and may, at its entire discretion, either (i) delay the requested transfer accordingly, or (ii) where such investments consist of identifiable and transferable securities, effect the transfer by the remittance of such securities.

The transfers referred to at subsection 3.2 and 3.3 are subject to the further condition that if the Annuitant who was a member or former member of the pension plan from which the funds in this Account originated has a Spouse, the Spouse must have consented to such transfer in the manner prescribed by Regulation and satisfactory evidence thereof must be provided to the Trustee.

4. **Conditions for transfer:** Before transferring any money from this Account to another Financial institution, the Trustee shall advise the transferee Financial institution in writing of the locked-in status of the money being the object of the transfer and that same must be administered as a pension or deferred pension under the Act and the Regulation and shall make the transfer subject to the compliance with the conditions set forth in clause 21(2) (f) of the Regulation.

5. **Permitted withdrawals:** No withdrawal, commutation or surrender of money held under this Account is permitted and will be void, except:
 - a) where the amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the *Income Tax Act* (Canada);
 - b) **Financial Hardship Withdrawal:**
If the Trustee receives the consent of the Superintendent pursuant to subsection 67(5) of the Act which has been signed by the Superintendent within twelve months of its receipt by the Trustee (the "Consent"), the Trustee may, in accordance with the Consent:
 - (i) pay the specified amount, net of any withholding tax and fee, to the Annuitant as a lump sum payment, on a monthly installment basis, or a combination thereof; and
 - (ii) pay the amount of any related fee approved by the Minister, net of withholding tax, to the Minister.
 - c) **Shortened Life Expectancy Withdrawal:**
A withdrawal of all or part of the balance of the LIRA may be made on application by the Annuitant to the Trustee in accordance with section 22.4 of the Regulations for the withdrawal provided the following conditions are met:
 - (i) at the time of execution of the application the Annuitant has an illness or physical disability that is likely to shorten the Annuitant's life expectancy to less than two years;
 - (ii) the application is made on a form approved by the Superintendent, signed by the Annuitant, provided to the Trustee within sixty days of execution, and accompanied by the following documentation:
 - (a) a statement signed by a physician who is licensed to practice medicine in a jurisdiction in Canada that, in the opinion of the physician, the Annuitant has an illness or physical disability that is likely to shorten the Annuitant's life expectancy to less than two years; and
 - (b)
 - (i) a Declaration about a Spouse or Same-Sex Partner,
 - (ii) a statement signed by the Annuitant within sixty days of receipt by the Trustee attesting to the fact that none of the assets in the LIRA are derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.

d) **Withdrawal of Small Amount at 55:**
A withdrawal equal to the value of the entire LIRA may be made upon application by the Annuitant to the Trustee in accordance with section 22.3 of the Regulations provided the following conditions are met:

- (i) the Annuitant has attained the age of fifty-five years at the time of execution of the application;
- (ii) the value of all assets in all life income funds, locked-in retirement income funds and locked-in retirement accounts owned by the Annuitant is less than 40% of the Year's Maximum Pensionable Earnings for the calendar year in which the application is made; and
- (iii) the application is made on a form approved by the Superintendent, signed by the Annuitant, provided to the Trustee within sixty days of execution, and accompanied by one of the following documents:
 - (a) a Declaration about a Spouse or Same-Sex Partner; or
 - (b) a statement signed by the Annuitant within sixty days of receipt by the Trustee attesting to the fact that none of the assets in the LIRA are derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.

The value of all assets in all life income funds, locked-in retirement income funds and locked-in retirement accounts owned by the Annuitant when the Annuitant signs the application shall be determined in accordance with the most recent statement about each fund or account given to the Annuitant. Each such statement must be dated within one year of the execution of the application by the Annuitant.

The Trustee may rely upon the information provided by the Annuitant in an application made pursuant to paragraph 5 c) and d) and such application shall constitute sufficient authorization for the Trustee to make the withdrawal from the LIRA as requested by the Annuitant. The withdrawal will occur within thirty days of receipt by the Trustee of a completed application form and accompanying document.

6. **Investments:** The money and assets held under this Account shall be invested by the Trustee, either directly or through the Agent, in the manner provided at section 11 of the Declaration of Trust creating the Caledon Trust Company Retirement Self-Directed Savings Plan. All investments of money or assets held under this Account must comply with the rules for the investment of RSP money contained in the *Income Tax Act* (Canada) and the regulation there under.
7. **Exemption from seizure:** The money and assets held under this Account may not be assigned, charged, anticipated or given as security and shall be exempted from execution, seizure or attachment, except to the extent provided by law. Any transaction purporting to assign, charge, anticipate or give the money or assets held under this Account as security is void.
8. **Required form of pension:** The pension to be provided to the Annuitant, where the Annuitant who was a member or former member of the pension plan from which the funds in this Account originate has a Spouse on the date at which the pension commences, must be a joint pension that complies with section 22of the Regulation, unless the Annuitant and his/her Spouse waive such entitlement in the manner prescribed by the Act and the Regulation and satisfactory evidence thereof is given to the Trustee.

An immediate or deferred life annuity purchased with the LIRA Assets shall not differentiate on the basis of the sex of the beneficiary if the value of the Benefits was determined in a manner that did not differentiate on the basis of sex.

9. **Compulsory transfer:** The money and assets held under this Account shall be affected to a permitted transfer as provided at section 3 hereof before the end of the calendar year in which the Annuitant attains the age of 69years, at the choice of the Annuitant as specified in writing. However, if the Trustee has not received from the Annuitant the necessary documentation to start a pension or effect such transfer, within 90 days prior to the end of the calendar year in which the Annuitant attains the age of 69, the Trustee shall, at his entire discretion, either purchase an immediate Life annuity for the Annuitant, in compliance with subsection 3.4 hereof, or transfer the balance of this Account to a Caledon Trust Company Self-Directed Life Income Fund for the Annuitant.
10. **Division on Marriage Breakdown:** Notwithstanding section 3 and 5 hereof, the funds in this Account are subject to division in accordance with the terms of a domestic contract, as defined in Part IV of the Family Law Act (Ontario), or the terms of an order made under Part I of the *Family Law Act* (Ontario), subject to requirements of the Act. The Trustee shall not be obligated to make any payments or transfers hereunder until receipt by the Trustee of satisfactory proof of entitlement.
11. **Death of the Annuitant:** Should the Annuitant die before the commencement of the pension then the money and assets held under this Account shall be payable by way of lump sum to
 - (i) his or her Spouse, if at the time of the Annuitant's death the Annuitant had a Spouse who has not waived his or her entitlements hereunder and such Spouse was not living separate and apart from the Annuitant at the time of the Annuitant's death, or
 - (ii) in the absence of a Spouse who is entitled to receive same under (i) above, to any beneficiary lawfully designated to receive same or, failing that, to the estate of the Annuitant. Such payment shall be effected after receipt by the Trustee of satisfactory evidence of the Annuitant's death and of entitlement to the funds in question.

Notwithstanding the above, where the Spouse of the Annuitant is entitled to the balance of this Account, such Spouse may receive the balance of this Account by way of a pension instead of a lump sum payment, at his or her election. In this event, the Annuitant's Spouse must inform the Trustee of his/her election as to the manner of payment of the balance of the Account, whether by way of pension or lump sum payment, and provide the Trustee with all necessary information to effect the transfer within 90 days from receipt by the Trustee of evidence of the Annuitant's death, failing which the Trustee shall purchase either a RRSP, a RIF or a Life annuity in the name of the Spouse, at its absolute discretion, and no lump sum payment will be made.

12. **Representations and warranties of the Annuitant:** The Annuitant represents and warrants to the Trustee the following:
 - 12.1. that an entitlement to receive a pension under a pension plan governed by the Act is vested in him(her) whether as member or former member of such pension plan or as the Spouse of such a member or former member;
 - 12.2. that he(she) is entitled to effect a transfer of his(her) pension entitlements pursuant to the Act;
 - 12.3. that the funds transferred herein are locked-in funds resulting directly or indirectly from the commuted value of the Annuitant's pension entitlements and are transferred herein pursuant to the Act or the Regulation; and
 - 12.4. that the provisions of the pension plan do not prohibit the Annuitant from entering in this Agreement and, in the event that such prohibition does exist, the Trustee shall not be liable for the consequences to the Annuitant of executing this Agreement nor for anything done by the Trustee in accordance with the provisions hereof.

13. **Governing terms:** The money which is the object of the transfer shall be held by the Trustee in accordance with the terms of the Caledon Trust Company Self-Directed Retirement Savings Plan and the provisions of the Agreement, provided that in the event of any conflict between the provisions of the Caledon Trust Company Self-Directed Retirement Savings Plan on the one hand and this Agreement on the other, the provisions of this Agreement shall prevail.

14. **Governing law:** This Agreement shall be governed by the laws of the province of Ontario.

15. **Assigns:** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

THE UNDERSIGNED HEREBY CERTIFY THAT THEY HAVE READ THE ABOVE PROVISIONS AS WELL AS THE APPLICABLE PROVISIONS OF THE CALEDON TRUST COMPANY SELF-DIRECTED RETIREMENT SAVINGS FUND AND UNDERSTAND THAT THE FUNDS TRANSFERRED HEREIN WILL BE HELD IN ACCORDANCE THERewith.

YOUR CURRENT MARITAL STATUS: (This data is necessary in order to completed prescribed government forms)

- | | | |
|---------------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Single | <input type="checkbox"/> Married | <input type="checkbox"/> Common Law |
| <input type="checkbox"/> Divorced Law | <input type="checkbox"/> Separated | <input type="checkbox"/> Widowed |

Commonwealth Fund Services Ltd.
AS AGENT FOR CALEDON TRUST COMPANY

Name
of Annuitant

Authorized
Signature

Date

Signature
of Annuitant

Date