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Suite 400  
Calgary, AB  
T2P 3E7

**ResMor Trust Use ONLY**

Agent # \_\_\_\_\_  
Client # \_\_\_\_\_  
Plan # \_\_\_\_\_  
Type: **Guaranteed Retirement Savings Plan (332-001)**

## RETIREMENT SAVINGS PLAN DEPOSIT APPLICATION

### ANNUITANT

Name \_\_\_\_\_ SIN. \_\_\_\_\_ Birth Date \_\_\_\_\_  
M / D / YR

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Residential Phone ( ) \_\_\_\_\_ Business Phone ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_

Identification: (Type/Number) \_\_\_\_\_ (Type/Number) \_\_\_\_\_

### SPOUSAL CONTRIBUTION (If applicable)

Spouse or  
Common-law Partner's Name \_\_\_\_\_ SIN. \_\_\_\_\_ Birth Date \_\_\_\_\_  
M / D / YR

Address (if different from above) \_\_\_\_\_

### DESIGNATION OF BENEFICIARY - (Not applicable in Quebec)

By completing this section and signing below, you are designating the Beneficiary named below to receive the proceeds of your RSP after your death.  
**CAUTION:** The designation of beneficiary will not be revoked or changed automatically by any future change of marital status. Should you wish to change your beneficiary, a new 'Designation of Beneficiary' or 'Change Form' will need to be submitted.

Name of Beneficiary \_\_\_\_\_ Relationship \_\_\_\_\_

### INVESTMENT INSTRUCTIONS - (Please transfer my RSP/RIF funds from)

Complete form T2033, T2030 and / or Letter of Direction

Source of Funds \_\_\_\_\_ Approx Value \_\_\_\_\_ Rate Guaranteed Date \_\_\_\_\_  
(Plan #/Other Financial Institution)

Amount	Term	Rate	Issue Date	Maturity Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Certificate # \_\_\_\_\_ Certificate # \_\_\_\_\_ Daily Interest Savings \$ \_\_\_\_\_

\* In the event that the funds are received 30 days after the date of the T2033 / Letter of Direction, the interest rate for the term will default to the current rate for the term specified.  
 \* Interest on GIC's is compounded annually and paid at maturity.

By signing below you are requesting that ResMor Trust Company apply for registration of the Plan as a Registered Retirement Savings Plan (RSP) in accordance with section 146 of the *Income Tax Act* (Canada) with the instructions set out above and the provisions of the Declaration of Trust.

- You acknowledge having received a copy of the Declaration of Trust and agree to be bound by its terms.
- You certify that all of the information contained herein is accurate and complete.
- ResMor Trust Company is authorized to share information about you with any of its affiliates and with any other person with whom you have financial dealings or as permitted or required by law.

Application Date \_\_\_\_\_

Signature of Annuitant \_\_\_\_\_

Authorized by ResMor Trust Company and/or  
Authorized Agent of ResMor Trust Company

# RESMOR TRUST COMPANY GUARANTEED RETIREMENT SAVINGS PLAN DECLARATION OF TRUST (332-001)

Upon the acceptance of the Annuitant's application, ResMor Trust Company (the "Trustee") accepts the office of trustee for the ResMor Trust Company Retirement Savings Plan (the "Plan") in favour of the Annuitant upon the following terms and conditions:

- REGISTRATION** - The Trustee will apply for registration of the Plan under the *Income Tax Act* (Canada) as amended from time to time (the "Act") and any applicable provincial income tax legislation which the Annuitant may direct in writing.
  - COMMON-LAW PARTNER AND COMMON-LAW PARTNERSHIP** - Any reference to "Spouse" contained in the Declaration of Trust or in the Application means "spouse or common-law partner" and any reference to "marriage" contained in the Declaration of Trust or the Application means "marriage or common-law partnership".
  - STATEMENT OF ACCOUNT** - The trustee will maintain an account for the Annuitant which shall contain a record of all contributions to the Plan and the investment and reinvestment of such contributions. The Trustee will provide the Annuitant with a statement of account for the Annuitant's Plan on an annual basis or on such more frequent basis as the Trustee shall determine.
  - INCOME TAX RECEIPTS** - The Trustee shall provide the Annuitant with appropriate receipts for income tax purposes as may be required, on or before the 31st day of March in each year.
  - CONTRIBUTIONS** - Contributions to the Plan are subject to such minimum amounts as may be established by the Trustee from time to time and to the terms and conditions of each Investment Option offered under the Plan. The Trustee reserves the right, at any time, to discontinue any Investment Option offered under the Plan, to limit the amount which may be invested or reinvested in the Plan or in any Investment Option offered under the Plan, and to limit or refuse to accept any contribution or any part thereof for credit to the Plan. The Annuitant shall have sole responsibility for ensuring that contributions to the Plan do not exceed the maximum amount permitted by the Act and any applicable provincial legislation for a taxation year.
  - EXCESS CONTRIBUTIONS** - Upon receipt of a written request in the prescribed form from the Annuitant, the Trustee will pay to the taxpayer such amount as is requested in order to reduce the amount of tax otherwise payable under Part X.1 as amended from time to time of the Act and provided that such payment will not exceed the amount in the Plan net of any interest adjustment discount for early redemption.
  - DELEGATION** - The Annuitant authorizes the Trustee to, and the Trustee may, delegate to the Agent specified in the application for the Fund (the "Agent") the performance of any or all of the following duties and responsibilities under the Plan:
    - receiving contributions under the Plan from the Annuitant,
    - investing and reinvesting funds held under the Plan in accordance with the directions of the Annuitant,
    - maintaining the Annuitant's account,
    - providing statements of account to the Annuitant, and
    - Such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time.
- The Annuitant also authorizes the Trustee to, and the Trustee may, pay to the Agent all or a portion of the fees paid by the Annuitant to the Trustee hereunder and may reimburse the Agent for out of pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee and charge the Annuitant's account therefore. The Annuitant acknowledges that the Agent will earn normal brokerage commissions on investment and reinvestment transactions processed by the Agent. ResMor Trust Company acknowledges ultimately responsibility for the administration of the Plan.
- INVESTMENT OPTIONS** - Contributions to the Plan may, subject to the terms and conditions of the Plan, be invested, on the direction of the Annuitant, in the Daily Interest Savings Section, the Term Deposit Section, and in such other Investment Options as the Trustee may, at its discretion, make available from time to time under the Plan.
    - SAVINGS DEPOSIT SECTION** - Contributions made to the Savings Deposit Section are deposited with the Trustee in a savings account and will earn interest at such rates and on such terms as may be established by the Trustee from time to time. The Trustee guarantees the repayment of contributions deposited with the Trustee in this section and interest earned thereon, subject to the terms and conditions set forth herein.
    - TERM DEPOSIT SECTION** - Contributions directed to the Term Deposit Section may be invested in term deposits of the Trustee for a fixed period ranging from 1 to 5 years as directed by the Annuitant. Subject to the terms and conditions set forth herein, the Trustee guarantees the repayment of contributions invested in term deposits of the Trustee and interest earned thereon.
- Interest will be credited at such times and on such terms as the Trustee may establish from time to time. If the Annuitant fails to provide instructions to the Trustee as to the reinvestment of a maturing term deposit within seven (7) days from the date of maturity thereof, the Trustee shall be authorized, in its discretion, as of the maturity date of such term deposit to transfer the proceeds to the Daily Interest Savings Section.
- Contributions invested in the Term Deposit Section may not be redeemed prior to the date fixed for maturity of the term deposit without the prior consent of the Trustee except in the case of the death of the Annuitant before the purchase of a retirement income fund or in the case of a refund of excess contributions as provided in paragraph 6 hereof.
- PAYMENTS PRIOR TO MATURITY** - The Trustee shall not pay any benefit out of or under the Plan prior to its maturity except i) as a refund of premiums, as such term is defined in the Act and in any other applicable provincial legislation, and ii) as a payment to the Annuitant. Notwithstanding any of the terms and conditions contained in this Declaration of Trust, the Trustee shall not pay any amount out of or under the Plan except in accordance with any applicable federal or provincial legislation or any terms or conditions upon which the Trustee accepted a contribution to the Plan.
  - WITHDRAWALS AND TRANSFERS** - Prior to the commencement of retirement income, the Annuitant may, by request in writing that the Trustee pay to the Annuitant all or any part of the assets held within the Plan. The Plan assets may be transferred to the Annuitants registered retirement savings plan or registered retirement income fund as indicated in paragraph 146 (16)(a) of the Act. All or part of the Plan may be transferred to a spouse or common-law partner or former spouse or common-law partner who is living separate and apart and is entitled to the amount under a decree, order or judgement of a competent tribunal or under a written agreement that relates to a division of property settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership in accordance with paragraph 146 (16)(b) of the Act. The Trustee may liquidate any investments held within the Plan to the extent deemed necessary to pay out or transfer the amounts requested.
  - RETIREMENT INCOME AT MATURITY OF THE PLAN: NO ASSIGNMENT OF PAYMENTS** - At the date chosen by the Annuitant for the commencement of the payment of his or her retirement income, which date shall not be before such time, if any, as provided for in the Act and in any applicable provincial legislation or after the end of the year in which the Annuitant attains 69 years of age, the amounts held by the Trustee pursuant to this arrangement shall be used, invested or otherwise applied, to provide for the payment of retirement income as defined in Section 146(1) as amended from time to time of the Act, provided that the Trustee has received written instructions from the Annuitant and all necessary documentation required to provide for such payment. In the event that the Annuitant fails to provide written instructions or any necessary documentation to the Trustee as provided for herein at least 90 days prior to the end of the year in which the Annuitant attains 69 years of age with respect to the form of retirement income to be provided, the amounts held by the Trustee pursuant to this arrangement:

i) such amounts shall be transferred to a Retirement Income Fund for which the Trustee will act as Trustee in compliance with section 146(3) as amended from time to time or any successor section of the Act prior to the end of the year in which the Annuitant attains 69 years of age and the Annuitant hereby appoints the Trustee as its attorney in fact to execute all such documents and make such elections as are necessary to establish and operate the said Retirement Income Fund.

The retirement income referred to herein:

a) may not be assigned either in whole or in part. After maturity of the Plan, the retirement income payable to the Annuitant may be commuted in whole or in part. Further, any such retirement income must be commuted where it is payable on or after the death of the Annuitant to a person other than the Annuitant's spouse or common law partner; and

b) shall be paid 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, by way of equal annual or more frequent periodic payments thereafter.

The aggregate of periodic payment in a year under an annuity after the Annuitant's death shall not exceed the aggregate of the payments under the annuity in a year before the Annuitant's death.

- DEATH OF ANNUITANT PRIOR TO MATURITY DATE OF THE PLAN** - In those provinces where permitted by law, the Annuitant may designate, other than by will, a beneficiary of the proceeds of the Plan in case of his or her death prior to the Maturity Date. In such event, the Annuitant may make such designation or alter or revoke such designation by will or by a written instrument in form and execution satisfactory to the Trustee which adequately identifies this Plan. In order to be effective, any designation or revocation of a beneficiary must be delivered to the Trustee prior to any payment hereunder. An instrument shall be effective for the purposes of this Plan even though as a testamentary instrument it may be invalid. If more than one beneficiary designation has been delivered to the Trustee the document bearing the latest execution date and in form and documentation which it may reasonably require with respect to the death of the Annuitant, distribute a lump sum equal to the amount then standing to the credit of the Annuitant, less any taxes which the Trustee may be required to withhold, in accordance with any applicable and valid designation of beneficiary. If no valid or unrevoked designation has been received by the Trustee or should the beneficiary indicated in any valid designation predecease the Annuitant, and the Annuitant fails to designate another beneficiary in accordance with the terms and conditions of the Plan, this amount shall be distributed by the Trustee to the personal representative of the deceased Annuitant. On making any such payment the Trustee shall be released from all further obligations under the plan.
- AMENDMENTS TO PLAN** - The Trustee may, from time to time and at its discretion, amend, modify or revise the terms, conditions and options of the Plan by giving the Annuitant at least 30 days written notice and provided that any such amendments, modifications or revisions do not have the effect of disqualifying the Plan under the Act or any provincial legislation to which the Annuitant is subject.

The Trustee may resign as the issuer of the Plan and be discharged from all duties and liabilities by giving thirty (30) days written notice to the annuitant. If the annuitant does not appoint a successor issuer, the Trustee may appoint a successor issuer for the Plan. The Trustee will provide the successor issuer with all information, cash amounts or securities as necessary for the administration of the Plan. It is agreed, however, that the Trustee shall at no time be liable for the prepayment of said securities prior to the transfer. After the said appointment date, the successor shall assume all the duties and responsibilities of the Trustee, who is then freed of all its obligations and responsibilities as Trustee under the terms provided herein.

- NOTICE** - Any notice, request or other document which the Annuitant gives to the Trustee herein shall be sufficiently given, if mailed, postage prepaid, or delivered to the office of the Trustee at Calgary, Alberta. Any such notice, request or document shall be deemed to have been given by the Annuitant to the Trustee on the day it is received by the Trustee.

Any notice or document given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, or delivered to the Annuitant at the last address of the Annuitant appearing in the records of the Trustee. Any such notice or document shall be deemed to have been given by the Trustee to the Annuitant on the day it is mailed or delivered, whichever is the case.

- GENERAL** - The Trustee shall be entitled to retain for its own use and benefit, interest and profits resulting from the investment of contributions placed in the Savings Deposit Section or the Term Deposit Section in excess of the interest which the Trustee has agreed to pay.

The Trustee shall, with respect to all contributions made to the Savings Deposit Section and contributions made to the Term Deposit Section, which are invested in term deposits of the Trustee, earmark and set aside in respect thereof sufficient qualifying investments, either securities, or cash and securities, or such other qualifying investments as shall be equal to the full aggregate amount so received by it in trust. Such contributions are guaranteed only as against the assets of the Trustee so earmarked and set aside.

- PROTECTION OF TRUSTEE** - The Trustee shall be entitled to and shall be fully protected in acting upon any instrument, certificate, notice or other writing believed by the Trustee to be genuine and to be signed or presented by the proper person(s). The Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but shall be entitled to accept the same as conclusive evidence of the truth and accuracy of the statement therein contained. When this Plan is terminated and the proceeds thereof are withdrawn, the Trustee shall be released and discharged from any further responsibility or obligation in connection herewith. Except as otherwise provided herein, the Trustee shall not be liable for any loss incurred by the Plan, the Annuitant or by any beneficiary under the Plan unless due to the gross negligence, willful misconduct or lack of good faith of the Trustee.

Each Annuitant and the executors and administrators of such Annuitant shall at all times indemnify and save harmless the Trustee in respect of any taxes, assessments, liabilities or other charges levied or imposed by any governmental authority upon or in respect of funds held pursuant to this arrangement or in respect of payments made from or under the Plan.

- FEES** - The Trustee shall receive a fee for its administration of the amounts held pursuant to this arrangement and such additional fees for other services as specified to the Annuitant in accordance with the provisions hereof. The fees being charged by the Trustee at the time the application is received shall be disclosed in writing to the Annuitant at the time of application. The Trustee may, however, from time to time, change its fees or the rate thereof by giving to each Annuitant written notice of its intention to make such change and particulars thereof and each such change shall be effective after sixty (60) days from the day on which such written notice is given and shall be binding on the Annuitant.
- NO ADVANTAGE** - This arrangement does not provide for any advantage to the Annuitant or to a person with whom the Annuitant is not dealing at arm's length that is conditional in any way on the existence of this arrangement other than those as contained in subparagraph 146(2)(c.4) as amended from time to time of the Act.
- SEVERABLE CLAUSES** - In the event that all or any part of a provision herein is determined by a tribunal of competent jurisdiction to be invalid or unenforceable, then such provision or such part of a provision shall be deemed to be severable and the remainder of the Declaration of Trust shall remain in full force and effect notwithstanding such severance.
- APPLICABLE LAW** - The laws of the applicable province shall govern this Declaration of Trust and it shall be in accordance with the *Income Tax Act* (Canada).