



# Family Education Savings Plan Application

Account Number \_\_\_\_\_

## 1. Subscriber Information (Please ensure that each item is completed.)

Last Name _____		S.I.N. _____	
First Name (please use legal name) _____	Middle Name (s) _____	Date of Birth _____	Month / Day / Year _____
Address _____		Residence Telephone Number _____	
City _____	Province _____	Postal Code _____	Business Telephone Number _____

## 2. Joint Subscriber Information (Must be spouse or common-law partner of subscriber.)

Last Name _____		S.I.N. _____	
First Name (please use legal name) _____	Middle Name (s) _____	Date of Birth _____	Month / Day / Year _____
Address _____		Residence Telephone Number _____	
City _____	Province _____	Postal Code _____	Business Telephone Number _____

## 3. Family Plan Beneficiary Designation

The following person(s) named below is (are) designated as beneficiary (beneficiaries) to receive educational assistance payments under this plan. Beneficiary's social insurance number is required. Beneficiary's name must appear exactly as shown on the SIN card. Olympia Trust Company is required to inform the beneficiary (ies) (or a parent/primary public caregiver if under 19 years) within 90 days of plan approval that an ESP has been opened in their name(s), pursuant to paragraph 146.1(2)(1) of the Income Tax Act. Each beneficiary must be connected to the subscriber(s) by blood or adoption and be less than 21 years old unless the designation is made in conjunction with a transfer from another family RESP. Only the subscriber may designate and/or change beneficiaries. \* **To designate more than one Beneficiary, please attach a list of additional Beneficiaries (including all the below information).**

Beneficiary's relationship to Subscriber \_\_\_\_\_

Last Name _____		S.I.N. _____	Gender (M/F) _____
First Name (please use legal name) _____	Middle Name (s) _____	Date of Birth _____	Month / Day / Year _____
Address _____		Residence Telephone Number _____	
City _____	Province _____	Postal Code _____	Residence Telephone Number _____
Custodial Parent or Primary Public Caregiver Name (if other than Subscriber) where the beneficiary is under 19 years of age. _____			
Custodial Parent or Primary Public Caregiver Address _____			
City _____	Province _____	Postal Code _____	Residence Telephone Number _____

## 4. Last Contribution and Plan Termination Dates

Contributions must end by December 31 of the 31<sup>st</sup> year following the year in which the plan was entered into. If this plan includes a transfer from an established RESP, the last contribution date of the earlier plan must be adopted by this plan.

Enter the calendar year-end (yyyy)

/12/31

The plan must be terminated by the last day of the 35<sup>th</sup> year following the year in which the plan was entered into. If this plan includes a transfer from an established RESP, the termination date of the earlier plan must be adopted.

Enter the calendar year-end (yyyy)

/12/31

## 5. Designated Educational Institution

Please designate an educational institution in Canada to which the investment earnings of this Plan could be paid upon termination of the Plan in the absence of any other direction.

## 6. Canadian Public Issuers Mailings

Under Canadian provincial securities laws, you are entitled to receive a copy of all security holder materials from Canadian public issuers whose securities you hold. You can choose not to receive certain types of security holder materials. This includes financial statements and proxy related materials for meetings where "routine" business is conducted. However, it excludes proxy-related materials for meetings where "non-routine" business is conducted.

I have read and understand the "Shareholder Communication Information" that you have provided to me and the choices indicated by me apply to securities of all Canadian reporting issuers held in this account.

### PART 1 – DISCLOSURE OF BENEFICIAL OWNERSHIP INFORMATION

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

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

I OBJECT to you disclosing the information described above.

### PART 2 – RECEIVING SECURITY HOLDER MATERIALS

Please mark the corresponding box to show whether you WANT to receive ALL materials sent to beneficial owners of securities or whether you DECLINE to receive certain materials

I WANT to receive ALL security holder materials sent to beneficial owners of securities.

I DECLINE to receive all of the following materials: (a) proxy-related materials that are sent in connection with a security holder meeting at which only "routine business" is to be conducted; (b) financial statements and annual reports that are not part of proxy-related materials; and (c) materials sent to security holders that are not required by corporate or securities law to be sent. (Even if I decline to receive these types of materials, I understand that a reporting issuer or other person or company is entitled to send these materials to me at its expense).

### PART 3 – CONSENT TO MAILING COST

This section must be completed only if you have marked the "I OBJECT" box in PART 1 of this form. If this section is not completed you will be **DEFAULTED** to "I DO WISH TO PAY". If you have marked the "I DO NOT OBJECT" box in PART 1 of this form, you are NOT subject to any mailing costs and are not required to complete this section.

I WISH TO PAY for the delivery to me of any security holder materials that I may be entitled to receive under Canadian provincial securities legislation, if the Canadian reporting issuer or other party initiating the mailing has refused to pay the cost of delivery.

I DO NOT WISH TO PAY for the delivery to me of any security holder materials that I may be entitled to receive under Canadian provincial securities legislation if the Canadian reporting issuer or other party initiating the mailing refuses to pay the cost of delivery. I understand that I will not receive mailings for which the Canadian reporting issuer or other party initiating the mailing has refused to pay the cost of delivery. This could include non routine and significant corporate action related mailings. **(DEFAULT CHOICE)**

## 7. Terms & Conditions

I hereby apply for an Education Savings Plan (the "Plan") with Olympia Trust Company and request that Olympia Trust Company apply for registration of the Plan as an education savings plan under Section 146.1 of the Income Tax Act (Canada), as amended from time to time, and under any similar legislation of the province of Canada indicated in my address.

I acknowledge that it is my responsibility to ensure that contributions to the Plan do not exceed those allowable under the applicable income tax laws, failing which a penalty tax will apply. I acknowledge that the Plan must be terminated not later than December 31 of the 35th year following the year the Plan was established.

I acknowledge that in order to be eligible to receive Canada Education Savings Grant, a Social Insurance Number is required for the Beneficiary, and the Beneficiary must be a Canadian resident. I undertake to advise the Trustee if the Beneficiary is no longer resident in Canada at the time of any subsequent contribution in relation to that Beneficiary. I further undertake to advise the Trustee if the Beneficiary is a non-resident at the time an educational assistance payment is requested.

By signing below, I have acknowledged and agreed that:

- a) I have received, read, and understood the Education Savings Plan "Terms & Conditions" and the attached Declaration of Trust.
- b) Once my Application is approved, Olympia Trust Company may send me additional agreements and/or disclosures, depending upon the type of Account I have selected and I agree to be bound by these agreements.
- c) Olympia Trust Company does not give investment advice or recommendations to me or does not accept any responsibility to advise me on the suitability of any of my investment decisions or transactions. I acknowledge that I am responsible for my investment decisions as well as for any profits or losses that may result.
- d) I hereby declare that the information given in this Application is true, correct and complete in every respect.
- e) The Trustee has the right to reject an order if the proper documentation is not in place or if the investment is not RESP eligible.
- f) I will pay the Trustee any amounts owing to them and any fees as outlined in the Olympia Trust Company Fee Schedule. In addition, the Trustee can sell securities in my account or otherwise deduct from my account any amounts owing to them.
- g) I will notify Olympia Trust Company in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.
- h) I will advise Olympia Trust Company of any changes to my account in writing.
- i) I understand that Olympia Trust Company is a non-deposit taking Trust Company. Any cash held in Trust is non-interest bearing.

**I have initialed here to confirm my agreement to the above statements**

Subscriber Initial

Co-Subscriber Initial

### Signature

\_\_\_\_\_  
SUBSCRIBER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-SUBSCRIBER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED OLYMPIA TRUST COMPANY SIGNING OFFICER

\_\_\_\_\_  
DATE

# Declaration of Trust

## Self-Directed Family Education Savings Plan

### 1. THE PLAN

The application of the Subscriber for a Olympia Self-Directed Education Savings Plan (the "Application") and this Declaration of Trust constitute an agreement between the Promoter & Trustee ("we", "our", or "us") and the Subscriber ("you" and "your") pursuant to which, in consideration of payments made by the Subscriber hereunder, we agree to pay or cause to be paid to a Beneficiary Educational Assistance Payments in accordance with this Plan.

### 2. DEFINITIONS

**"Accumulated Income Payment"** means any distribution from a registered education savings plan (RESP), excluding a refund of payments, repayment of amounts (and the payment of amounts related to that repayment) under the *Canada Education Savings Act* or under a program administered pursuant to an agreement entered into under section 12 of that Act, an educational assistance payment (EAP), a payment to a designated educational institution, or a transfer to another RESP. AIPs usually include earnings on contributions made to the plan, and may include earnings on the Grants. AIPs may be allowed, after 1997, only if:

- a) the payment is made to, or on behalf of, a subscriber under the plan who is resident in Canada when the payment is made,
- b) the payment is not made jointly to, or on behalf of, more than one subscriber and
- c) any of:
  - (1) the payment is made after the 9<sup>th</sup> year that follows the year in which the plan was entered into and each individual (other than a deceased individual) who is or was a beneficiary under the plan has attained 21 years of age before the payment is made and is not, when the payment is made, eligible under the plan to receive an educational assistance payment,
  - (2) the payment is made in the 35<sup>th</sup> year following the year in which the plan is entered into, or
  - (3) each individual who is a beneficiary under the plan is deceased when the payment is made.

The Minister may, on written application of the promoter of a registered education savings plan, waive the application of the conditions in the above clause 2.(c)(1) in respect of the plan where a beneficiary under the plan suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the beneficiary from enrolling in a qualifying educational program at a post-secondary educational institution.

**"Assets of the Plan"** means all payments-in or transfers to the Plan by or on behalf of you and all Grants received from the government together with the income and gains derived from investment, less any losses sustained on the realization of any investment, the fees, commissions and out-of-pocket expenses paid out of the Plan pursuant to section 12 and any other payments from the Plan, and includes all investments and all uninvested cash held from time to time by the Trustee or on its behalf in accordance with the Plan;

**"Beneficiary"** means

- (a) the individual designated from time to time as a Beneficiary in respect of the Plan in accordance with section 8; and
- (b) the individual who is entitled to receive education assistance payments.

Pursuant to paragraph 146.1(2)(j) of the *Income Tax Act (Canada)*:

- (a) each beneficiary must be related by blood or adoption to each original subscriber;
- (b) each beneficiary must be under 21 years old unless the individual was already a beneficiary under another family RESP

Only the subscriber may designate and/or change beneficiaries.

**"Contribution"** into an education savings plan, does not include an amount paid into the plan under the *Canada Education Savings Act* or under a Designated Provincial Program which is a program administered pursuant to an agreement entered into under section 12 of that Act or a prescribed program.

**"Designated Educational Institution"** means a university, college or other educational institution in Canada which has been designated by the appropriate government minister as a specified institution for government-sponsored student loans.

**"Education Savings Plan"** means an arrangement entered into between:

- (a) any of the following, namely,
  - (i) an individual (other than a trust),
  - (ii) an individual (other than a trust) and the spouse or common-law partner of the individual, and
  - (iii) a public primary caregiver of a beneficiary

**"Grants"** means an amount paid into the plan under the *Canada Education Savings Act* or under a program administered pursuant to an agreement entered into under section 12 of that Act.

**"Plan"** means the Application and this Declaration of Trust.

**"Post-Secondary Educational Institution"** means:

- (a) an educational institution in Canada that is a Designated Educational Institution, or
- (b) an educational institution outside Canada that is a university, college or other educational institution providing courses at a post-secondary school level at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks, or
- (c) an educational institution that is certified by the Minister of Human Resources and Skills Development Canada to be an educational institution promoting courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person's skills, in an occupation;
- (d) an educational institution that has been certified by the Minister of Human Resources and Skills Development Canada to provide non-university credit courses that furnish or improve a person's skills for an occupation. Alternatively, it is a university outside of Canada where a person is enrolled for at least 13 consecutive weeks, leading to a degree or, in areas where a person lives near the border, a university, college, or other post-secondary educational institution in the United States providing courses to which the person commutes. A formal description is set out in section 118.6 (1) of the *Income Tax Act (Canada)*.

**"Public Primary Caregiver"**, of a beneficiary under an education savings plan in respect of whom a special allowance is payable under the *Children's Special Allowances Act*, means the department, agency or institution that maintains the beneficiary or the public trustee or public curator of the province in which the beneficiary resides.

**"Promoter"** means Olympia Trust Company ("Olympia Trust")

**"Qualified Investments"** means any combination of investments that are deemed as qualified investments under the *Income Tax Act (Canada)*

**"Qualifying Educational Program"** means a program of not less than three consecutive weeks duration that provides that each student taking the program spend not less than 10 hours per week on courses or work in the program and, in respect of a program at an institution that is:

- (a) a Designated Educational Institution,
- (b) a university outside of Canada at which the Beneficiary is enrolled in a course, of not less than 13 consecutive weeks duration, leading to a degree, or
- (c) certified by the Minister of Human Resources and Skills Development Canada to provide non-university credit courses that furnish or improve a person's skills for an occupation. Alternatively, it is a university outside of Canada where a person is enrolled for at least 13 consecutive weeks, leading to a degree or, in areas where a person lives near the border, a university, college, or other post-secondary educational institution in the United States providing courses to which the person commutes. A formal description is set out in section 118.6 (1) of the *Income Tax Act (Canada)*.

**"Registered Education Savings Plan"** means an education savings plan accepted by the Minister for registration under the provisions of section 146.1 of the *Income Tax Act (Canada)*;

**"RESP"** means a Registered Educational Savings Plan as defined by applicable Tax Legislation

**"Specified Educational Program"** means a program at a post secondary school level that is not less than three consecutive weeks in duration and that requires each student taking the program to spend not less than twelve hours per month on courses in the program.

"Subscriber" means

- (a) each individual or the public primary caregiver with whom the promoter of the plan enters into the plan;
- (b) another individual or another public primary caregiver who has before that time, under a written agreement, acquired a public primary caregiver's rights as a subscriber under the plan;
- (c) if there are joint Subscribers, they must be spouses or common-law partners of each other;
- (d) after the death of an individual described in any of the above, any other person (including the estate of the deceased individual) who acquires the individual's rights as a subscriber under the plan or who makes contributions into the plan in respect of a beneficiary but does not include an individual or a public primary caregiver whose rights as a subscriber under the plan had, before that time, been acquired by an individual or public primary caregiver in the circumstances described in the above paragraphs.

"Trustee" means Olympia Trust Company ("Olympia Trust").

### 3. RESPONSIBILITY FOR AND REGISTRATION OF THE PLAN

We agree that we have ultimate responsibility for the Plan and its administration in accordance with this Declaration of Trust and will apply for registration of the Plan with the relevant taxation authorities pursuant to the Income Tax Act (Canada) and any applicable income tax legislation in the province indicated in the Subscriber's address in the Application (herein collectively called the "Applicable Tax Legislation").

### 4. PAYMENTS OUT OF THE PLAN

Subject to the payment of applicable fees and disbursements as provided hereof, the Trustee agrees to irrevocably hold all of the property of the Plan, consisting of Subscriber contributions, permitted transfers to the Plan and any other amounts permitted by Applicable Tax Legislation to be paid into the Plan and any income earned on and gains realized in respect of those Subscriber contributions (the "Plan Property"), in trust in accordance with this Declaration of Trust for any one or more of the following purposes:

- (a) the payment of "Educational Assistance Payments", consisting of any amount, other than a refund of Subscriber contributions, paid under the Plan in accordance with the Applicable Tax Legislation to or for an individual to assist him or her to further his or her post-secondary education. This individual ("Beneficiary") must satisfy all of the requirements under the Applicable Tax Legislation in order to receive Educational Assistance Payments under the Plan and has been designated by the Subscriber as a Beneficiary to receive Educational Assistance Payments here under.
- (b) the payment to, or to a trust in favor of, a Designated Educational Institution to receive payments hereunder designated by the Subscriber from time to time or, if no such designation is made, approved by the Promoter;
- (c) the payment to a trust that irrevocably holds property pursuant to a RESP transferred to it for any of the foregoing purposes;
- (d) the refund of Subscriber contributions paid to or at the direction of the Subscriber under the Applicable Tax Legislation from time to time;
- (e) the payment of any Accumulated Income Payment provided for under the *Income Tax Act (Canada)*;
- (f) the re-payment of Grant amounts under the *Canada Education Savings Act* or a Designated Provincial Program ; and
- (g) if amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail.

### 5. SUBSCRIBER ACCOUNT

On registration, we will set up an ESP in your name, and we will keep a record of:

- (a) the amount contributed with your Application;
- (b) all other funds contributed or transferred to the Plan;
- (c) number and value of any investments held for the Plan;
- (d) any interest, dividends or other investment earnings
- (e) proceeds from any sale of your investments in the Plan;
- (f) any fees or transaction costs charged to the Plan.
- (g) the amount, the date of payment by the Promoter, and recipient of each Educational Assistance Payment made hereunder;
- (h) the amount, the date of payment by the Promoter, and recipient, of any amounts described in paragraphs 4, (c) (d), (e) or (f) hereof paid hereunder; and
- (i) such other information as the Promoter may decide from time to time.

We will forward to the Subscriber at least annual statements of the Plan showing all of the above information for the period from the date of the last statement to the date of the current statement.

### 6. CONTRIBUTIONS TO THE PLAN

Contributions made by or on behalf of the Subscriber to the Plan in respect of a Beneficiary may be made periodically or by way of a lump sum payment in money or other property up to the maximum life time amount set out in section 204.9(1) of the *Income Tax Act (Canada)*. A contribution to the plan in respect of an individual who is a beneficiary only if the individual's SIN is provided to the promoter before the contribution is made and the individual is resident in Canada, or where the contribution is made by way of a transfer from another RESP under which the individual was a beneficiary immediately before the transfer. A contribution into the plan in respect of a beneficiary is permitted only if a) the beneficiary has not reached 31 years of age before the time of the contributions, or b) the contribution is made by way of transfer from another RESP that allows more than one beneficiary at any one time. The Subscriber shall be responsible for ensuring that the total of all Contributions made to the Plan in respect of a Beneficiary for a year shall not exceed such amount as the Applicable Tax Legislation may permit from time to time. No Payment may be made to the Plan by or on behalf of the Subscriber after the 31st year following the year in which the Plan is entered into. The only contributions which are permitted are those made in respect of a Beneficiary by the Subscriber or by way of a transfer from another registered education savings plan, as per section 204.9(5) of the ITA. The contributions to the Plan may attract a Grant based on the percentage of your contributions and subject to the maximums set by the legislation covering the Grants from time to time. These will not reduce your contribution limit. We will apply for the Grants periodically when appropriate and will keep records of the Grants received and the contributions which attracted the Grants. The Grants may be used as part of an Educational Assistance Payment. However, Grant amounts not used for this purpose must be returned to the Government of Canada. Repayment will also be required in cases where funds are paid out of the Plan as a refund of contributions or an accumulated income payment or any other situation required by law. We may provide any information about the Plan which is required by the Government of Canada body which administers the Grants.

### 7. INVESTMENTS

We will tell you what investment options are available. In turn, you must tell us how you want the Contributions invested.

You may transfer funds from one investment to another, provided this is permitted by the terms of the investment and by us. To do so, you must provide us instructions in writing. As you have a self-directed ESP, it is your responsibility to choose your investments. You must invest the Contributions in investments permitted by the Applicable Tax Legislation and permitted by us. We will not be responsible for determining whether any investment is a qualified investment. If we need information about any investment, you agree to give it to us. We may, however, decline to make any particular investment for any reason. You are solely responsible for any additional taxes or penalties under Applicable Tax Legislation, if your investment choices cause such taxes or penalties to be imposed.

We will keep legal ownership and possession of the investment in your ESP in whatever form it determines.

All interest and income earned by your investments will be credited to your ESP.

### 8. BENEFICIARIES

The plan provides that the promoter shall, within 90 days after an individual becomes a beneficiary under the plan, notify the individual (or, where the individual is under 19 years of age at that time and either ordinarily resides with a parent of the individual or is maintained by a public primary caregiver of the individual, that parent or public primary caregiver) in writing of the existence of the plan and the name and address of the subscriber in respect of the plan.

For an individual to be designated as a beneficiary under the plan, the individual's SIN must be provided to the promoter before the designation is made, and the individual must be a resident in Canada when the designation is made. However, an educational savings plan may permit a non-resident individual who does not have a SIN to be designated as a beneficiary under the plan provided that such designation is made in conjunction with a transfer of property from another RESP under which the individual was a beneficiary immediately before the transfer.

### 9. EDUCATIONAL ASSISTANCE AND OTHER PAYMENTS

Upon receipt of a written direction from the Subscriber in the form the Promoter requires, subject to the Applicable Tax Legislation, the Promoter shall transfer or otherwise realize the Plan Property to the extent necessary to:

- (a) make Educational Assistance Payments to an individual enrolled as either a full time student or a part time student in a Qualifying Educational Program at a Post-secondary Educational Institution or is a student at a Postsecondary Educational Institution enrolled in a Qualifying Educational Program and has at the time a mental or physical impairment the effects of which on the individual have been certified in writing by a person described in the *Income Tax Act (Canada)*, to the effect that the person could not reasonably be expected to be a full-time student. In addition, the individual must have satisfied the conditions set out above for at least thirteen weeks in the twelve month period that ends at that time for the proposed payment or the total payments made, including the proposed one from any RESP held by the Promoter will not exceed \$5,000 for the twelve month period which ends at that time, or such other amount that the Minister designated for the purpose of the *Canada Education Savings Act* approves in writing with respect to the individual;
- (b) make payments to, or to a trust in favor of, a Designated Educational Institution;
- (c) make payments to a trust that irrevocably holds money or property pursuant to a RESP transferred to it for any of the purposes set out in paragraphs (a) and (b) of this Section 9; or

(d) make payments to the subscriber other than a refund of contributions. An accumulated income payment made to an original subscriber can be rolled over to a RRSP of the original subscriber or to a spousal RRSP of the original subscriber as permitted by the Applicable Tax Legislation. This rollover is limited by section 204.94 of the *Income Tax Act (Canada)* and the Subscriber's RRSP room.

(e) a payment may also qualify as an EAP at the time it is made if the beneficiary is at least sixteen years of age and is enrolled part time as a student in a specified educational program. For the thirteen week period of enrollment in part time studies preceding the payment of an EAP, the maximum amount that can be paid to a beneficiary is the lesser of \$2,500 and the total of all allowable expenses.

(f) An RESP beneficiary is eligible to receive an EAP for up to six months after ceasing to be enrolled in a qualifying program, provided the beneficiary would have qualified while still enrolled.

An accumulated income payment means any distribution from a registered education savings plan (RESP), excluding a refund of payments, repayment of amounts (and the payment of amounts related to that repayment) under the *Canada Education Savings Act* or under a program administered pursuant to an agreement entered into under section 12 of that Act, an educational assistance payment (EAP), a payment to an designated educational institution, or a transfer to another RESP. AIPS usually include earnings on contribution made to the plan, and may include earnings on the Grants. AIPS may be allowed, after 1997, only if:

- a) the payment is made to, or on behalf of, a subscriber under the plan who is resident in Canada when the payment is made,
- b) the payment is not made jointly to, or on behalf of, more than one subscriber and
- c) any of:
  - (1) the payment is made after the 9<sup>th</sup> year that follows the year in which the plan was entered into and each individual (other than a deceased individual) who is or was a beneficiary under the plan has attained 31 years of age before the payment is made and is not, when the payment is made, eligible under the plan to receive an educational assistance payment,
  - (2) the payment is made in the 35<sup>th</sup> year following the year in which the plan is entered into, or
  - (3) each individual who has a beneficiary under the plan is deceased when the payment is made.

The Minister may, on written application of the promoter of a registered education savings plan, waive the application of the conditions in the above clause 2.(c)(1) in respect of the plan where a beneficiary under the plan suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the beneficiary from enrolling in a qualifying educational program at a post-secondary educational institution.

The Promoter shall determine whether any conditions precedent to the payment of any amount pursuant to this Section 8 have been satisfied and such determination shall be final and binding on the Subscriber or a Beneficiary. All payments of any kind made from the Plan will be net of any applicable withholding taxes and fees and charges payable hereunder.

#### 10. REFUND OF CONTRIBUTIONS

Upon receipt of written notice in the form required by us and subject to the Applicable Tax Legislation and the terms hereof, the Subscriber shall be entitled to:

- (a) receive a refund from the Plan at any time and from time to time in an amount (the "Contribution"), net of any applicable fees and charges hereunder, not exceeding the lesser of (i) the value of the property held in the Plan at that time and (ii) the difference between the aggregate of all Subscriber contributions made to the Plan prior to that time and all refunds of Subscriber contributions made from the Plan prior to that time; or
- (b) direct, in the manner prescribed by the Promoter, that all or any part of the Contribution (net of any applicable fees or charges) as at the time of payment be paid to a Beneficiary to supplement Educational Assistance Payments made to them; Notwithstanding any other terms hereof, except as may otherwise be permitted by the Promoter, a refund or payment of a fixed term investment of the Plan will not be made hereunder until the investment has matured (except when the Plan matures). Processing of a refund can take up to 12 business days from the date the request is received. Please allow additional time for the funds to reach their destination.

**11. GRANT REPAYMENTS:** You shall repay such amount of the Grants to the government as may be required on the occurrence of any of the following events:

- (a) assisted contributions are withdrawn from the Plan other than by way of transfer to another registered education savings plan at anytime when no beneficiary is eligible to receive an educational assistance payment,
- (b) when the Plan is terminated or revoked,
- (c) an Accumulated Income Payment is made or there is a payment to a trust in favour of a Designated Educational Institution,
- (d) when there is a transfer from the Plan to another registered education savings plan except where the transfer is an eligible transfer under the Regulations to the *Canada Education Savings Act*,
- (e) an educational assistance payment is made under the Plan to an Individual who is not a Beneficiary, or
- (f) an individual becomes a Beneficiary under the Plan in place of another individual who ceases to be a beneficiary under the Plan except where the new Beneficiary is under age 21 and either the new Beneficiary is the brother or sister of the former Beneficiary, or both Beneficiaries are related to me, or
- (g) upon request from Human Resources and Skills Development Canada.

#### 12. METHOD OF PAYMENT

Payment of Educational Assistance Payments.

Educational Assistance Payments (EAPs), as set out in section 9, will be paid to the Beneficiary on application to the Promoter by the Subscriber. The first EAP may not be more than the amount permitted by the *Income Tax Act (Canada)*. The Promoter will require satisfactory proof of the Beneficiary's qualification for the EAP. The Promoter may also pay out EAPs on a pre-arranged schedule of payments, subject to satisfactory proof of the Beneficiary's continuing eligibility.

#### 13. PROMOTER'S POWER TO LIQUIDATE PROPERTY

The Trustee may retain in cash such portion of the Plan Property as it in its sole discretion determines is advisable for the administration of the Plan. Without limiting the generality of the foregoing, the Promoter may liquidate investments of the Plan to provide for payment of any taxes (including interest and penalties) applicable in respect of the Plan, payment of its fees and reimbursement of disbursements and payment of other reasonable charges. If the Subscriber fails to direct the Promoter as to which investments of the Plan to liquidate, the Promoter may sell such investments of the Plan as it in its sole discretion determines is appropriate. If the Promoter is required to exercise such discretion, it may make an additional charge against the Plan. If the Plan Property is not sufficient to fully make any such payment or reimbursement, the Subscriber and the Beneficiary shall be responsible for any shortfall as provided in Section 21 hereof.

#### 14. VOTING RIGHTS

If you have an ESP that contains securities investments with voting rights, we will not exercise them unless you tell us to do so in writing.

#### 15. TERMINATION DATE

Notwithstanding anything herein to the contrary, the termination date of the Plan (the "Termination Date") shall be the date designated by the Subscriber from time to time provided that the Termination Date must be not later than the last day of the 35th year following the year in which the Plan is entered into. The Subscriber may change such termination Date to a date not later than such day by written instruction in the manner required by the Promoter. Not less than six months prior to the Termination Date, the Promoter shall give notice thereof to the Subscriber and, subject to the terms of any direction given to the Promoter prior to the Termination Date as provided in Section 8 hereof, the Promoter shall liquidate the Plan Property and pay on the Termination Date an amount equal to the difference between the aggregate amount of the liquidation proceeds and the Capital investment Amount as at the time of the payment, less applicable fees and charges here under, to the Designated Educational Institution or as an Accumulated Income Payment. If we have not received prior to the Termination Date written notice with respect to a refund of Subscriber contributions as provided in Section 9 hereof, the Promoter shall hold the balance of such liquidation proceeds, net of any applicable fees and charges hereunder, for and in the name of the Subscriber in a non-registered account and pay interest thereon on such terms and at such rate or rates as it may from time to time establish, until such direction is received by it.

On the break-down of marriage or common-law partnership you may transfer all of your rights under the Plan to your spouse or former spouse or common-law partner as a result of a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and the Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of marriage or common-law partnership. In this case you will cease to be a Subscriber. However, the Plan is not required to be split because of separation or divorce. Once the Plan is terminated, the funds will only be used for the purpose set out in section

#### 16. SUBSCRIBER'S DEATH

If the Subscriber dies prior to the Termination Date of the Plan, any other person (including the estate of the deceased individual) who acquires the individual's rights as a subscriber under the plan or who makes contributions into the plan in respect of a beneficiary but does not include an individual or a public primary caregiver whose rights as a subscriber under the plan had, before that time, been acquired by an individual or public primary caregiver in the circumstances described in the above paragraphs.

#### 17. FEES AND EXPENSES

The trustee may charge you or your Plan fees for its services under this declaration as set out from time to time in the Olympia Trust Company fee schedule. The Trustee will give you at least 30 days notice of any change in its fees. The Trustee is entitled to reimbursement from your plan for all disbursements and expenses (including taxes, interest and penalties) reasonably incurred by the Trustee in connection with your Plan. The Trustee is entitled to deduct its unpaid fees, disbursements and expenses from the assets of your Plan and for this purpose you authorize the Trustee to realize sufficient assets of your Plan selected in its sole discretion. The Trustee will not be responsible for any resulting loss.

**18. INTEREST**

The Trustee is a non-deposit taking Trust Company. Any cash held in Trust is non-interest bearing. If the trustee shall hold any cash in the account, it shall be under no obligation to invest or reinvest the same but shall only be obligated to hold same in a current account, and shall be entitled to retain for its own account any benefit earned by the holding of same prior to receiving investment instructions in accordance with this Agreement.

**19. AMENDMENTS**

We may change this Agreement from time to time with the agreement of regulatory authorities, if required. If we do so, we will give you 30 days notice in writing. If we have to amend the Plan because of changes to the Applicable Tax Legislation or other provincial legislation, we will do so automatically and we will not be required to tell you about the change before it becomes effective. No amendments, however, will disqualify your Plan as an ESP.

**20. NOTICE**

To tell us about anything concerning this Plan, write to us at our head office. We consider that we have received your letter on the day it is delivered to us.

If we send you or a Beneficiary a letter, statement, tax form or receipt, we consider that you received it 48 hours after we mail it to you at the last address we have for you in our records.

If there are joint Subscribers on this Plan, we can accept the instructions from either one of you with respect to all matters regarding the Plan, including the naming of Beneficiaries, transfers, investments, and the making of payments out of the Plan.

In addition, we will not be required to take instructions from the Beneficiary under the Plan, even though the Beneficiary may have reached the age of majority.

**21. LIMITATION ON LIABILITY**

The Subscriber and the Beneficiary will at all times indemnify and save harmless us, and the Trustee in respect of any taxes (including interest and penalties) which may be imposed on any of them under Applicable Tax Legislation in respect of the Plan, or any losses incurred by the Plan, each as a result of:

- (i) the investment, re-investment, sale or other transfer of Plan Property, and the liquidation of investments ; and
- (ii) any payment of any kind made from the Plan.

We and the Trustee may reimburse ourselves for or may pay any such taxes out of the Plan Property. Where such property is not sufficient to fully reimburse us or the Trustee for such taxes or to pay such taxes, as the case may be, the Subscriber and his or her assigns will at all times indemnify and save harmless the Promoter and the Trustee for the amount of any shortfall.

**22. RESIGNATION OF TRUSTEE**

The Trustee, upon giving us and the Subscriber at least 60 days written notice, may resign, and we, upon giving the Trustee and the Subscriber at least 60 days written notice, may require the Trustee to retire as the Trustee of the Plan, provided that a successor Trustee has been appointed in writing. This successor Trustee shall be a corporation licensed in Canada to act as a Trustee. The Trustee will appoint the successor trustee designated by us but, if we fail to designate a successor trustee within 60 days after we have received notice of the Trustee's intended resignation, the Trustee may designate its successor trustee. The Trustee will transfer all books and records and investments of the Plan to the successor Trustee in order to permit the orderly administration of the Plan.

**23. INFORMATION SLIPS**

The Promoter shall provide the Subscriber, a Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Tax Legislation to enable such persons to complete their respective income tax returns.

**24. HEIRS, EXECUTORS**

This Declaration of Trust will be binding upon the heirs, executors, administrators of the Subscriber and upon the successors of the Trustee and us.

**25. INFORMATION**

You certify that all the information you have given us in the Application, including birth dates, is accurate, and you agree to give us any further information or proof that we may need.

**26. GOVERNING LAW**

This Agreement is governed by the applicable laws of the Jurisdiction in Canada where you live and the *Income Tax Act (Canada)*. It is to be interpreted according to these laws.

**27. SPECIMAN PLAN: RESP1124001**