

CROCUS INVESTMENT FUND RETIREMENT INCOME FUND DECLARATION OF TRUST

We, Concentra Trust, declare that we accept the trust created between us and the Annuitant when the application was signed. The following are the terms of this trust:

1. Definitions

The following definitions apply:

"Contribution" Any amount transferred into your Fund.

"Fund" The Crocus Investment Fund Retirement Income Fund consisting of the Application and this Declaration of Trust and addendum or addenda thereto, where applicable.

"Income Tax Act" The *Income Tax Act* (Canada), and regulations thereto, both as amended from time to time.

"Spouse" As recognized in the *Income Tax Act* for the purposes of registered retirement income funds and, where applicable, incorporates the meaning of the term "common-law partner" as set out in subsection 248(1) of the *Income Tax Act*.

"Trustee" Concentra Trust

"Agent" Crocus Investment Fund

2. Registration

We will apply for registration of your Fund as required by the *Income Tax Act*.

3. Contributions

Contributions to your Fund can only be in the form of:

- i. amounts transferred directly from a Registered Retirement Savings Plan or another Registered Retirement Income Fund under which you are the annuitant (applicant), a Deferred Profit Sharing Plan, or amounts transferred directly from certain registered and prescribed pension plan funds, as permissible under subparagraphs 146.3(2)(f)(v), (vi), (vii) and (viii) of the *Income Tax Act*.
- ii. amounts you are required to include in your income as a result of:
 - a. amounts transferred from your deceased spouse's Registered Retirement Savings Plan
 - b. amounts transferred from a Registered Retirement Savings Plan of a deceased annuitant where you were dependent, by reason of physical or mental infirmity, on the annuitant
 - c. full or partial commutation proceeds transferred directly from an annuity which originated from a Registered Retirement Savings Plan belonging to you
 - d. commutation proceeds, in excess of minimum amount for the year, transferred directly from a Registered Retirement Income Fund belonging to you.
- iii. amounts transferred directly from a Registered Retirement Savings Plan or from a Registered Retirement Income Fund of your spouse, or former spouse, pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your spouse or former spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership, or
- iv. such other amounts as may be authorized by any future amendment to the *Income Tax Act*.

We will hold all contributions made to your Fund, and any income earned on these contributions, as outlined in this Declaration.

4. Record Keeping

We will record the details of all contributions to your Fund, their investment, and of all payments from your Fund. We will supply you with a statement of these details at least annually.

5. Investments of the Fund

All assets or amounts properly transferred into your Fund will be deposited and invested as directed by you. You shall be permitted to hold those assets and investments which are:

- a. authorized under the *Income Tax Act*; and
- b. acceptable to us; and
- c. agreed upon from time to time, between the Trustee and you.

We reserve the right to refuse to hold or accept certain investments even though they may be qualified investments under the *Income Tax Act*.

We will not accept investment instructions for the purchase of a non-qualified investment or a prohibited investment. We may request additional documentation from you proving the investment to be purchased is neither a non-qualified investment nor a prohibited investment.

6. Valuation of the Fund

We shall determine the value of the property held in connection with the Fund as of the first day of January as follows:

- i. interest bearing certificates shall be valued at their principal balance plus accrued interest to date of valuation, and
- ii. other investments shall be valued at their fair market value as we determine on the date of valuation.

7. Payments

We will make payments from the Fund to you and where you have so elected, to your surviving spouse after your death should you die while your Fund continues to exist, in which case your surviving spouse has become the annuitant of the Fund, in each year, commencing not later than the calendar year following the year in which this retirement income fund is entered into, in accordance with the requirements as set forth by subsection 146.3(1) of the *Income Tax Act*.

8. Transfers

At your direction, in the form and manner prescribed by the *Income Tax Act*, we will transfer all investments held in your Fund, or such portion as you direct, together with all information necessary for the continuance of the Fund, to another Retirement Income Fund registered in your name, or in the name of your spouse, or former spouse, pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your spouse or former spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership. If you have directed transfer of all investments and we have not paid the minimum amount required for the year, we will withhold adequate funds to satisfy this minimum amount.

9. Election

The election to have your surviving spouse continue to receive payments from the Fund and to become the annuitant of the Fund after your death, as described in Clause 7, may not be available in all provinces. Detail of the availability of this election is obtainable from the Agent.

10. Beneficiary Designation

You may designate a beneficiary, in those provinces where the law so permits, to receive the remaining proceeds of your Fund in the event of your death while your Fund continues to exist and where your spouse did not become entitled to all future rights under the Fund as permitted under Clause 7. Details of our requirements for making, changing or revoking such a designation are available from the office of the Agent.

11. Death of Annuitant

Where you have not properly elected to have your spouse become the annuitant of your Fund as provided for by Clause 7 or as provided for by your Will, we will, once we have received the documentation we require, pay the Fund proceeds by a single payment, less required income tax deductions, to your designated beneficiary and notify your estate representative of any resulting tax liability. When we have made the payment of the Fund proceeds to your designated beneficiary or to your estate, we will be considered as fully discharged from any further liability with respect to your Fund. In instances where you have not designated a beneficiary as provided for by Clause 10, the Fund proceeds will be paid by a single payment, less required income tax deductions, to your estate.

12. Your Responsibilities

It is your responsibility to ensure that:

- a. you keep us advised, in writing, at all times of any changes in your address;
- b. your birthdate as recorded on your Application is accurate; and
- c. due care, diligence and skill of a reasonably prudent person is exercised to minimize the possibility that the Fund holds a non-qualified investment.

13. Restriction on Trustee

No advantage, as per subsection 207.01(1) of the *Income Tax Act*, that is conditional in any way on the existence of the Fund may be extended to you or to any person with whom you do not deal at arm's length other than those advantages or benefits which may be permitted from time to time under the *Income Tax Act*.

14. Amendments

We may from time to time amend your Fund and will advise you of such amendment in writing. Any amendment cannot, however, be contrary to the provisions of the *Income Tax Act*. In the event of changes to the *Income Tax Act* or pension legislation governing your Fund, the terms of your Fund and any addendum thereto may be amended without notice to you to ensure that your Fund continues to comply with all applicable legislation.

15. Notices

Any notices given to us by you under this Fund shall be sufficiently given if mailed, postage prepaid by you, to any of our offices and shall be deemed to have been given on the day that such notice is received by us. Any notices given by us to you shall be sufficiently given if mailed, postage prepaid by us, to you at your last address supplied by you and shall be deemed to have been given on the day of mailing.

16. Limits of Our Liability

In the event a qualified investment becomes non-qualified, we will notify you and the Canada Revenue Agency (CRA) of details of that investment and you will be liable for payment of taxes owing to the CRA under Part XI.01 of the *Income Tax Act*. In the event a qualified investment or a non-qualified investment is deemed to be a prohibited investment, you are responsible for reporting details of that prohibited investment to the CRA and responsible for the payment of taxes under Part XI.01 of the *Income Tax Act*.

We will not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss, damage or diminution of assets comprised in the Fund except due to our negligence or wrongful act. You and your heirs, executors and administrators shall at all times indemnify us and save us harmless in respect of any taxes, interest, penalties or charges levied or imposed upon us in respect of the Fund, excluding taxes, interest, penalties or charges imposed against us under the *Income Tax Act*.

17. Trustee's Financial Conditions

If applicable, we shall provide you with a copy of the fee schedule in effect from time to time. We shall be entitled to such fees and to reimbursement for all expenses reasonably incurred by us in administering the Fund as may be provided for in any fee schedule in effect at that time. The fees payable to us are subject to change provided that you shall be given at least 60 days notice prior to any change in such fees becoming effective. Notwithstanding any other provision contained herein, we shall be entitled to additional fees for extraordinary services performed by it from time to time commensurate with the time and responsibility involved. We are fully authorized by you to sell investments of the Fund in order to realize sufficient monies for the payment of the above fees and expenses and to withdraw payment from the assets of the Fund without seeking the prior approval or instruction from you.

We shall not be entitled to recover from your Fund penalties and/or taxes imposed by the CRA that are attributable to us.

18. Other Conditions

You cannot use any of the assets held in your Fund as security for a loan and you cannot assign in whole or in part or otherwise encumber payments from your Fund.

Your ability to take payments in excess of minimum or to transfer funds to another Retirement Income Fund may be restricted due to the conditions imposed by the investments held by your Fund.

19. Resignation or Removal of Trustee

We may resign as trustee under the Fund at any time by delivering thirty (30) days' written notice of our resignation to you. The Agent may also remove the Trustee as trustee of the Fund. If the Trustee is to be removed, the Trustee will deliver thirty (30) days' written notice to you. In the event of the resignation or removal of the Trustee, the Agent shall appoint a successor trustee or trustees who shall be acceptable to the Trustee. We shall deliver the property comprised of the investments within the Fund and the records relating thereto, and shall execute such deeds and assurances and do such things as may be requisite in order to ensure the continued and uninterrupted operation of the Fund. We will give the successor trustee or trustees all the information necessary for the continued administration of the Fund. Should the Agent neglect or refuse to appoint a successor trustee or trustees who shall be acceptable to the Trustee, we reserve the right to appoint a successor trustee on your behalf, or transfer assets in specie to you as a withdrawal from your Fund.

20. Ultimate Responsibility

We have entered into an Agency Agreement, with the Agent, for the purposes of administration of this Fund. However, we are ultimately responsible for the administration of the Fund.