



Olympia Trust Company Education Savings Plan Application

Use this application for:

- **Family Education Savings Plan**
- **Individual Education Savings Plan**

Additional Documents Required to Open Account:

- VOID cheque if choosing fee payment by electronic funds transfer (EFT)
- Canada Education Savings Grant (CESG) Application forms for each child

Privacy Notice

At Olympia Trust Company, we take privacy seriously. In providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you and may also receive information about you by virtue of your transactions with affiliates of Olympia Trust Company or other parties. Olympia Trust Company is committed to respecting and protecting the confidentiality of your personal information and the safeguarding of all personal information entrusted to us. We have prepared a Privacy Policy to tell you more about how we protect your personal information. It is available on our website at www.olympiatrust.com.



Education Savings Plan Application

Language preference: English (Default) French Plan Number: _____

1. Plan Type (Required)

Olympia Trust Company Self-Directed Family Education Savings Plan

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.

Olympia Trust Company Self-Directed Individual Education Savings Plan

The beneficiary does not need to be connected to the subscriber(s) by blood or adoption and not limited by age of the beneficiary.

2. (a) Subscriber Information

Last Name		Social Insurance Number	
First Name (please use legal name)	Middle Name	Date of Birth (mm/dd/yyyy)	
Address		Residence Phone Number	
City	Province	Postal Code	Business Phone Number
Email address		Cellular Phone Number	
Fax Number		Business Identification Number (if Public Primary Caregiver)	

2. (b) Co-Subscriber Information (must be spouse or common-law partner of subscriber)

Last Name		Social Insurance Number	
First Name (Please use legal name)	Middle Name	Date of Birth (mm/dd/yyyy)	
Address		Residence Phone Number	
City	Province	Postal Code	Business Phone Number
Email address		Cellular Phone Number	
Fax Number		Business Identification Number (if Public Primary Caregiver)	

3. Acknowledgement

I/we acknowledge that I/we have read and agree to be bound by both the Terms & Conditions and the Declaration of Trust attached to this Plan Application.

Subscriber Initials

Co-Subscriber Initials

4. Plan Beneficiary Designation (mandatory)

The following person(s) named below is (are) designated as beneficiary (ies) 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 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)(l) of the *Income Tax Act*. Only the subscriber may designate and/or change beneficiaries.

Last Name

Beneficiary's Relationship to Subscriber

First Name (Please use legal name)

Middle Name

Social Insurance Number

Gender(M/F)

Address

Date of Birth (mm/dd/yyyy)

City

Province

Postal Code

Residence Phone 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

Residence Phone Number

City

Province

Postal Code

Email Address

4. (a) Additional Family Plan Beneficiary Designation (if applicable)

Last Name

Beneficiary's Relationship to Subscriber

First Name (Please use legal name)

Middle Name

Social Insurance Number

Gender(M/F)

Address

Date of Birth (mm/dd/yyyy)

City

Province

Postal Code

Residence Phone 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

Residence Phone Number

City

Province

Postal Code

Email Address

4. (b) Additional Family Plan Beneficiary Designation (if applicable)

Last Name		Beneficiary's Relationship to Subscriber	
First Name (Please use legal name)	Middle Name	Social Insurance Number	Gender(M/F)
Address		Date of Birth (mm/dd/yyyy)	
City	Province	Postal Code	Residence Phone 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		Residence Phone Number	
City	Province	Postal Code	Email Address

5. Plan Administration Fee Payment (mandatory)

I request that my plan fees, until I direct otherwise, be collected using the following option (choose one):

A. Option 1 – My Chequing Account

VOID Cheque is required. I authorize Olympia Trust Company ("Olympia") to draw on the account identified below for the annual administration fees, any outstanding fees, and all additional charges for services and products outlined in the Olympia Fee Schedule with respect to this Plan. As outlined in the attached Declaration of Trust, I understand I will receive thirty (30) days' notice of any change to the Olympia Fee Schedule. By giving this payment authorization, I understand I am giving Olympia authorization to change the amount of fees charged to my account. I may cancel this authorization by providing Olympia at least thirty (30) days advance notice of cancellation. I agree to immediately notify Olympia if my account details change at any time. Interest and additional charges may apply to any failed account payment authorization. Please see the Electronic Funds Transfer (EFT) Authorization Form Terms & Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.

Type of Account (check one) Personal Business

***** VOID CHEQUE MUST BE ATTACHED *****

Authorization

Name (print)	X	Date (Month / Day / Year)
	Signature	
Joint Name (if applicable) (print)	X	Date (Month / Day / Year)
	Joint Signature (if applicable)	

B. Option 2 – Charge my Visa / MasterCard

I hereby authorize Olympia to charge the credit card identified below for the annual administration fees, any outstanding fees, and all additional charges for services and products outlined in the Olympia Fee Schedule with respect to this Plan. As outlined in the attached Declaration of Trust, I understand I will receive thirty (30) days' notice of any change to the Olympia Fee Schedule. By giving this credit card payment authorization, I understand I am giving Olympia authorization to change the amount of fees charged to my credit card. I may cancel this authorization by providing Olympia at least thirty (30) days advance notice of cancellation. I agree to immediately notify Olympia if my credit card details change at any time. Interest and additional charges may apply to any failed credit card payment authorization.

Card Information

Card Type (check one) Visa MasterCard

Expiry Date (mm/yy) /

Card Number:

Name of Cardholder (printed)	X	Date (Month / Day / Year)
	Signature of Cardholder	

9. Account Holder Authorization and Acceptance

- i. I hereby apply for an Education Savings Plan (the "Plan") with Olympia Trust Company ("Olympia") and request Olympia 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.
- ii. 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.
- iii. I acknowledge that in order to be eligible to receive Canada Education Savings Grant, a Social Insurance Number is required for the Beneficiary (ies), and the Beneficiary (ies) must be a Canadian resident. I undertake to advise the Trustee if the Beneficiary (ies) are no longer resident in Canada at the time of any subsequent contribution in relation to that Beneficiary (ies). I further undertake to advise the Trustee if the Beneficiary (ies) are a non-resident at the time an educational assistance payment is requested.
- iv. I acknowledge and agree I am solely responsible for all investments in my Plan and all investment decisions relating thereto. Olympia is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any securities or other form of investment. Olympia strongly recommends that you should:
 - (a) conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risk associated with the investment and the ability to recover your investment;
 - (b) review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
 - (c) if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a Prospectus, Offering Memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.
 I understand that if I have any questions or doubts about a particular investment, it is my sole responsibility to obtain independent advice from a qualified professional. Olympia will execute any order it receives from me without making any inquiries in connection with the suitability of the investment.
- v. Once my Application is approved, Olympia may send me additional agreements and/or disclosures, depending upon the type of Plan I have selected and I agree to be bound by these agreements.
- vi. I understand that Olympia has the right to reject an order if the proper documentation is not in place or if the investment is not RESP eligible.
- vii. I understand that Olympia is a non-deposit taking Trust Company. Any cash held in Trust is non-interest bearing.
- viii. I understand that I am responsible for all commissions and fees as outlined in the Olympia Fee Schedule. In addition, I understand Olympia can sell securities in my account or otherwise deduct from my account any amounts owing to them.
- ix. I understand that it is my responsibility to notify Olympia in writing of any errors or omissions within the time limits specified on the statements or other notices.
- x. I acknowledge that I will advise Olympia of any changes to my account.
- xi. I acknowledge that I must advise Olympia if I cease to be a resident of Canada.
- xii. I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.
- xiii. I understand that a late payment charge of 2% per month will apply to any overdraft amount not paid to Olympia by March 1st of each year.
- xiv. I hereby acknowledge and agree that all telephone calls to and from Olympia may be recorded for training purposes. By recording the telephone calls, Olympia may collect personal information about me. I hereby consent to Olympia recording all telephone calls for training purposes.

Subscriber Name	Co-Subscriber Name (if applicable)	Date
X	X	
Subscriber Signature	Co-Subscriber Signature (if applicable)	Date
Authorized Olympia Trust Company Signing Officer		Date

Self-Directed Individual Education Savings Plan

1. THE PLAN

The application of the Subscriber for an 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" ("AIP") 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 designated provincial program, 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:
 - (i) the payment is made after the 9th 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;
 - (ii) the payment is made in the 35th year following the year in which the plan is entered into; or
 - (iii) each individual who was a beneficiary under the plan is deceased when the payment is made.
- (d) if the plan allows accumulated income payments in accordance with paragraph 146.1(2)(d.1) of the Income Tax Act (Canada), the plan provides that it must be terminated before March of the year following the year in which the first such payment is made out of the plan;
- (e) The plan does not allow for the receipt of property by way of direct transfer from another registered education savings plan after the other plan made any accumulated income payment.

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)(i) 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 19 and any other payments from the Plan, and includes all investments and all un-invested cash held from time to time by the Trustee or on its behalf in accordance with the Act.

"Beneficiary" means:

- (a) the individual designated from time to time as a Beneficiary in respect of the Plan in accordance with Section 14; and
- (b) the individual who is entitled to receive education assistance payments.

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 established under the laws of the province to encourage financing of children's education through savings in registered education savings plans or a program administered pursuant to an agreement entered into under section 12 of *Canada Education Saving Act* or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a public primary caregiver in its capacity as subscriber under the plan).

"Designated Provincial Program" means a program administered pursuant to an agreement entered into under Section 12 of the *Canada Education Savings Act*, or a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.

"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; and
- (b) a person or organization (in this section referred to as a "promoter") under which the promoter agrees to pay or to cause to be paid educational assistance payments to or for one or more beneficiaries.

"Grants" means an amount paid into the plan under the *Canada Education Savings Act* or under a designated provincial program.

"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;
- (c) an educational institution that is certified by the Minister of Employment and Social Development Canada (ESDC) 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; or
- (d) a university outside Canada that provides courses at a post-secondary school level at which a beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks.

"Promoter" means Olympia Trust Company ("Olympia"), a trust company incorporated under the laws of Alberta.

"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.

"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 at a post-secondary school level 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.

"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 Education 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.

"Spouse" means the individual who is considered to be the Subscriber's spouse or common-law partner in accordance with the *Income Tax Act* (Canada).

"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) in the case of marital breakdown see Section 24;
- (e) 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").

3. RESPONSIBILITY FOR AND REGISTRATION OF THE PLAN

The Trustee 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"). It is intended that, at all times, your Plan will comply with all relevant provisions of the *Income Tax Act* (Canada) and, if applicable, the *Taxation Act* (Quebec) with respect to an education savings plan (ESP). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. In case of Marriage Breakdown see Section 24.

4. 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 plan, it shall be under no obligation to invest or reinvest the same but shall only be obligated to hold same with a deposit-taking financial institution, 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.

5. SUBSCRIBER'S RESPONSIBILITIES

You are responsible for:

- (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing an MFDR to do these things on your behalf;
- (b) ensuring that contributions to your Plan do not exceed the maximum contributions limits permitted by the *Income Tax Act* (Canada);
- (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the *Income Tax Act* (Canada) and immediately notifying the Trustee if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the *Income Tax Act* (Canada);
- (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the *Income Tax Act* (Canada);
- (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market

price.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). You acknowledge that an MFDR or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as an MFDR or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the *Income Tax Act* (Canada), and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the *Income Tax Act* (Canada), but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

6. TRUSTEE'S RESPONSIBILITIES

I acknowledge and agree that I am solely responsible for all investments in my Plan and all investment decisions relating thereto. Olympia is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any securities or other form of investment. Olympia strongly recommends that you should:

- (a) conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risks associated with the investment and the ability to recover your investment;
- (b) review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
- (c) if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a prospectus, Offering Memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.

You understand that if you have any questions or doubts about a particular investment, it is your sole responsibility to obtain independent advice from a qualified professional. Olympia will execute any order it receives from you without making any inquiries in connection with the suitability of the investment. The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada), if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest or penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act one by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.

7. MUTUAL FUND DEALER REPRESENTATIVE RESPONSIBILITIES

In this declaration, a Mutual Fund Dealer Representative ("MFDR") refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that an MFDR is your agent and when acting (or representing that it acts) as an MFDR they are not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or an MFDR on your behalf. The Trustee is under no obligation to verify that an MFDR is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

8. TRANSFER(S) TO YOUR PLAN

The Trustee will accept transfer of cash to your Plan from:

- (a) your registered education savings plan;
- (b) any other source permitted by the *Income Tax Act* (Canada) from time to time.

In addition to cash, the Trustee may accept securities and other investments acceptable to it in its sole discretion if accompanied by properly executed transfer documents. The Trustee will hold amounts transferred to your Plan, investments made with those amounts and any income or capital gains realized in respect of those investments in trust in accordance with the provisions of this declaration.

If amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail.

9. INVESTMENTS

Contributions and transfers to your Plan will be invested and reinvested from time to time in accordance with investment instructions unless the proposed investment does not comply with requirements imposed by the Trustee in its sole discretion. Before the Trustee will act on your investment instructions, the instructions must be in a form acceptable to the Trustee and be accompanied by related documentation as required by the Trustee in its sole discretion.

- (a) The Trustee may accept and act on any investment instructions which it believes in good faith to be given by you or an MFDR on your behalf.
- (b) The Trustee will endeavor to execute any purchase or sale of an investment within 5 business days after receipt of cash and your investment instructions at the market or sale price in effect on the day the transaction is executed.
- (c) Any loss or gain resulting from errors made by the Trustee, its officers, employees or agents in the execution of investment instructions from your Plan will be for the Trustee's account.
- (d) The Trustee is not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or an MFDR

on your behalf.

- (e) The Trustee is authorized to make any financial arrangements that are required, necessary or appropriate to enable it to settle trades for your Plan according to your investment instructions or those of an MFDR.

10. NON-QUALIFIED INVESTMENTS

If your Plan becomes liable for tax, interest or penalties under the *Income Tax Act* (Canada) or similar provincial legislation, the Trustee is authorized to realize sufficient investments of your Plan (unless prohibited from the *Income Tax Act* (Canada)), selected in its sole discretion, to pay the liability and the Trustee will not be liable for any resulting loss.

11. 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 at any 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 *Income Tax Act* (Canada). 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.

12. ACCOUNTING AND REPORTING

The Trustee will maintain a Plan in your name reflecting, with appropriate dates:

- (a) contributions to your Plan;
- (b) all other funds contributed or transferred to the Plan;
- (c) the name, number and cost of investments purchased or sold by your Plan;
- (d) number and value of any investments held for the Plan;
- (e) any interest, dividends or other investment earnings received by the Plan;
- (f) any fees or transaction costs charged to the Plan;
- (g) withdrawals, transfers and expenses paid from your Plan;
- (h) the amount, the date of payment by the Promoter, and recipient of each Educational Assistance Payment made hereunder;
- (i) the amount, the date of payment by the Promoter, and recipient, of any amounts described in 15 (c) (d), (e) or (f) hereof paid hereunder; and
- (j) such other information as the Promoter may decide from time to time.

The Trustee will send you an annual statement of your Plan. Before April of each year, the Trustee will provide any applicable tax reporting required to be refiled with your or your spouse's personal income tax return for the previous year.

13. 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.

14. 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 social insurance number 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 social insurance number 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.

15. 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 hereunder;
- (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 or a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans ; and
- (g) if amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail.

16. 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 Post-secondary Educational Institution enrolled in a Qualifying Educational Program. 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 as 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 10; 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 contribution 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 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;
- (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.

17. ACCUMULATED INCOME PAYMENTS

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 designated provincial program, 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) if the plan allows accumulated income payments in accordance with paragraph 146.1(2)(d.1) of the Act, the plan provides that it must be terminated before March of the year following the year in which the first such payment is made out of the plan;
- (b) The plan does not allow for the receipt of property by way of direct transfer from another registered education savings plan after the other plan made any accumulated income payment;
- (c) the payment is made to, or on behalf of, a subscriber under the plan who is resident in Canada when the payment is made;
- (d) the payment is not made jointly to, or on behalf of, more than one subscriber; and
- (e) any of:
 - (i) the payment is made after the 9th 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;
 - (ii) the payment is made in the 35th year following the year in which the plan is entered into; or
 - (iii) each individual who was 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)(i) 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 17 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.

18. 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.

19. GRANT REPAYMENTS

You shall repay such amount of the Canada Education Savings Grant Account 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 any time 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 Employment and Social Development Canada (ESDC).

20. METHOD OF PAYMENT

Educational Assistance Payments (EAPs), as set out in section 16, 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.

21. 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 39 hereof.

22. 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.

23. 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 not be 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 Sections 16 and 17 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 Contribution amount 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 the Promoter has not received, prior to the Termination Date, written notice with respect to a refund of Subscriber contributions as provided in Section 21 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 until such direction is received by it.

24. TRANSFERS ON BREAKDOWN OF MARRIAGE OR COMMON LAW PARTNERSHIP

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 sections 15 and 16.

25. TRANSFERS FROM YOUR PLAN

Following the receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer all or part of the assets of your Plan (net of all proper charges) to the issuer of an RESP as instructed by you in the notice. The Trustee will provide the issuer of the recipient plan with all relevant information in its possession. The Trustee will sell or transfer specific investments of your Plan to effect the transfer if instructed by you in writing. In the absence of satisfactory written instructions, the Trustee may sell or transfer any investments of your Plan selected by it in its sole discretion to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Act or the terms and conditions of the investments of your Plan.

26. 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.

27. DELEGATION OF DUTIES

Without detracting in any way from the responsibility of the Trustee, the Trustee may appoint agents (including affiliates of the Trustee) and may delegate to its agents the performance of any of its duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in your Plan, communicating with you, a Dealer or legal representatives and responding to your or their concerns. The Trustee may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. The Trustee will not be liable for the acts or omissions of any of its agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. The Trustee may pay to any agent, advisor, service provider or Dealer all or part of the fees received by it under the provisions of this declaration and/or a fee calculated by reference to the amount of cash held in your Plan and/or currency converted. Notwithstanding any other provision in this declaration, the Trustee acknowledges that it is ultimately responsible for the administration of your Plan.

28. EXECUTION OF TRADES

When executing trades for your Plan, the Trustee may in its sole discretion engage the services of:

- (a) brokers or investment dealers registered under applicable securities laws;
- (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and
- (c) an affiliate (as defined in the *Business Corporations Act* (Alberta)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.

The Trustee, its affiliates and agents are entitled to receive from your Plan or the issuer of securities held in your Plan, reasonable commissions and any other fees or amounts, charged by them in connection with the executions of trades for your Plan.

29. CUSTODIAN

The Trustee may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that

- (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan,
- (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and
- (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities.

The Trustee may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Ltd., the Depository Trust Company or any other properly authorized domestic or foreign depository.

30. ELECTRONIC SIGNATURES

I hereby authorize and direct Olympia to rely on my electronic signature on all agreements and other documents and all such electronic signatures, however provided to Olympia, shall be deemed to be reliable for the purpose of identifying me and shall be deemed to be reliable for the purpose of the document signed. Further, I hereby consent to Olympia sending me all documentation electronically to the email address I have provided to

Olympia and all such electronic communications shall be deemed to satisfy Olympia's obligations to provide such information to me hereunder as if such documents were delivered by mail.

31. FEES AND EXPENSES

The Trustee may charge you or your Plan fees as published by it or the Administrator from time to time. The Trustee will give you at least 30 days' notice of any change in its fees. In addition, the Trustee is entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and the Trustee is entitled to reimbursement from your Plan for all disbursements, expenses and liabilities (including but not limited to taxes, interest and penalties) incurred by the Trustee in connection with your Plan except for those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). The Trustee is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the *Income Tax Act* (Canada), any other account held by you with the Trustee or any of its affiliates and for this purpose the Trustee is authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by the Trustee. The Trustee shall not be responsible for any resulting loss. Except where prohibited by the *Income Tax Act* (Canada) and notwithstanding any other provision of this declaration, the Trustee is entitled to deduct from any other account held by you with the Trustee or its affiliates those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). 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. You agree to pay Olympia annual fees and transaction fees in exchange for providing services in connection with your self-directed plan. The annual fee is charged immediately upon opening a plan and is prorated to half price for plans opened August 1st or later each year. The full annual fee will then be charged on January 1st of each year thereafter. All other fees are charged when the transaction is processed. Please review the Olympia Fee Schedule for a full list of fees that may apply to your plan.

32. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I/We authorize Olympia, and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions and/or direct deposits and/or refunds from time to time as per my/our instructions as set out herein, and/or payments as the case may be, for payment of all charges and/or refunds arising under my/our account(s) and arrangements and agreements with Olympia. Refunds and/or payments for the full amount of services delivered will be credited/debited to my/our specified account as specified herein. This authority is to remain in effect until Olympia has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days (but not longer than thirty (30) days) before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel an Electronic Funds Transfer (EFT) Agreement at my/our financial institution or by visiting www.cdnpay.ca. Olympia may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example; I/we have the right to receive reimbursement for any Electronic Funds Transfer that is not authorized or is not consistent with this Electronic Funds Transfer (EFT) Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Further, by signing, you represent and warrant as follows:

- (a) That you will not hold Olympia responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing funds to your Account;
- (b) That you waive any pre-notification requirements as specified by Sections 15 (a) and (b) of the Canadian Payments Associate Rule H1 with regards to recovering amounts directly from your Account in connection with amounts incorrectly credited to your Account.
- (c) That Olympia may change its fees schedule by providing you with 30 days prior written notice of such changes. If you do not cancel this authorization during such notice period, this authorization shall continue to be used in conjunction with such revised fee schedule where applicable.
- (d) Where payments, funds transfer or refunds are in relation to personal services (other than business services) this authorization shall be considered a personal preauthorized debit agreement.

33. SUCCESSOR PROMOTER & TRUSTEE

The Promoter & Trustee may resign and be discharged from all duties and liabilities under this declaration by giving 30 days' written notice. Olympia is nominated to appoint a successor promoter & trustee. As per 146.1(2)(c) of the *Income Tax Act* (Canada), the successor promoter & trustee shall be resident in Canada. Upon acceptance of the office of promoter & trustee of your Plan, the successor promoter & trustee will be promoter & trustee of your Plan as if it had been the original declarant of your Plan.

34. HEIRS, EXECUTORS

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

35. INFORMATION

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

36. LANGUAGE

Unless otherwise indicated on this Application, you have requested that your Application, this Declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.

37. GOVERNING LAW AND ATTORNMENT

This Agreement has been executed and delivered in the Province of Alberta and shall in all respects be governed by, and construed and enforced in accordance with, the laws of the Province of Alberta, and the Federal laws of Canada applicable therein, including all matters of construction, validity, or performance. The parties waive any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Province of Alberta. The parties each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta in respect of any suit, action or proceeding, and to settle any disputes, relating in any way to this Agreement. Each party irrevocably waives any objection which it might now or hereafter have to the courts of the Province of Alberta as the exclusive forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and agrees not to claim that any such court is not a convenient or appropriate forum. If a party to this Agreement brings any suit, action or proceeding, or attempts to settle any disputes, relating in any way to this Agreement in any forum other than the courts of the Province of Alberta, that party agrees not to oppose any attempt by the other party to actively enforce the provisions of this section, including but not limited to any application brought by that other party for injunctive relief, non-suit and specific performance. This declaration will be governed, construed and enforced in accordance with the laws of Alberta and Canada except that the word "spouse" and "common law partner" as used in this declaration will have the same meaning as for the purposes of the Act. 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.

38. ARMS' LENGTH MORTGAGES

I hereby acknowledge and agree that where arm's length mortgages are held under this plan, whether syndicated or otherwise, they must be registered in the name of Olympia Trust Company, as Trustee. The ranking of said mortgages may be either first, second or third.

39. LIABILITY OF THE TRUSTEE

The Trustee and its officers, employees and agents are indemnified by you and your Plan from and against all expenses, liabilities, claims and demands arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with investment instructions which the Trustee, its officers, employees or agents believe in good faith to be given by you or your properly authorized agent; and the delivery or release of assets of your Plan in accordance with this declaration, provided that:

- (a) the Trustee exercises the same degree of care with the assets of your Plan as it would with its own assets to minimize the fact that the Plan hold any non-qualified investments; and
- (b) the Trustee complies with applicable laws, regulations and orders now or later in force that purport to impose a duty on the holder of assets of your Plan to take or refrain from taking any action in connection with any asset of your Plan.

Notwithstanding any other provision of this declaration, the Trustee will not be liable for any loss or penalty suffered as a result of any act done by it in reasonable reliance of your authority or the authority of your properly authorized agent or legal representatives except for those penalties imposed on the Trustee by the Act.

40. 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.

41. 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.

42. SPECIMEN PLAN

RESP 1124002

Self-Directed Family Education Savings Plan

1. THE PLAN

The application of the Subscriber for an 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" ("AIP") 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 designated provincial program, 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:
 - (i) the payment is made after the 9th 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,
 - (ii) the payment is made in the 35th year following the year in which the plan is entered into, or
 - (iii) each individual who was a beneficiary under the plan is deceased when the payment is made.
- (d) if the plan allows accumulated income payments in accordance with paragraph 146.1(2)(d.1) of the *Income Tax Act* (Canada), the plan provides that it must be terminated before March of the year following the year in which the first such payment is made out of the plan;
- (e) The plan does not allow for the receipt of property by way of direct transfer from another registered education savings plan after the other plan made any accumulated income payment.

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)(i) 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 19 and any other payments from the Plan, and includes all investments and all un-invested cash held from time to time by the Trustee or on its behalf in accordance with the *Canada Education Savings Act*.

"Beneficiary" means

- (a) the individual designated from time to time as a Beneficiary in respect of the Plan in accordance with section 14; 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 established under the laws of the province to encourage financing of children's education through savings in registered education savings plans or a program administered pursuant to an agreement entered into under section 12 of *Canada Education Saving Act* or any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the Plan by a public primary caregiver in its capacity as Subscriber under the Plan).

"Designated Provincial Program" means a program administered pursuant to an agreement entered into under section 12 of the *Canada Education Savings Act*, or a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.

"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; and

(b) a person or organization (in this section referred to as a “promoter”) under which the promoter agrees to pay or to cause to be paid educational assistance payments to or for one or more beneficiaries.

“**Grants**” means an amount paid into the plan under the *Canada Education Savings Act* or under a designated provincial program.

“**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 Employment and Social Development Canada (ESDC) 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) a university outside Canada that provides courses at a post-secondary school level at which a beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks.

“**Promoter**” means Olympia Trust Company (“Olympia”), a trust company incorporated under the laws of Alberta.

“**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.

“**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 at a post-secondary school level of not less than three consecutive weeks duration that requires that each student taking the program spend not less than 10 hours per week on courses or work in the program.

“**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.

“**Spouse**” means the individual who is considered to be the Subscriber’s spouse or common-law partner in accordance with the *Income Tax Act* (Canada).

“**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) in case of marital breakdown see Section 24;
- (e) 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”).

3. RESPONSIBILITY FOR AND REGISTRATION OF THE PLAN

The Trustee 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”). It is intended that, at all times, your Plan will comply with all relevant provisions of the *Income Tax Act* (Canada) and, if applicable, the *Taxation Act* (Quebec) with respect to an education savings plan (ESP). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. In case of Marriage Breakdown see Section 24.

4. 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 plan, it shall be under no obligation to invest or reinvest the same but shall only be obligated to hold same with a deposit-taking financial institution, 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.

5. SUBSCRIBER’S RESPONSIBILITIES

You are responsible for:

- (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing an MFDR to do these things on your behalf;
- (b) ensuring that contributions to your Plan do not exceed the maximum contributions limits permitted by the *Income Tax Act* (Canada);
- (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the *Income Tax Act* (Canada) and immediately notifying the Trustee if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the *Income*

Tax Act (Canada);

- (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the *Income Tax Act* (Canada);
- (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market price.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). You acknowledge that an MFDR or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as an MFDR or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the *Income Tax Act* (Canada), and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the *Income Tax Act* (Canada), but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

6. TRUSTEE'S RESPONSIBILITIES

I acknowledge and agree that I am solely responsible for all investments in my Plan and all investment decisions relating thereto. Olympia is not in the business of providing investment advice and does not provide direction or advice with respect to the purchase of any securities or other form of investment. Olympia strongly recommends that you should:

- (a) conduct extensive due diligence on any investment prior to purchasing and obtain extensive information on the investment, the risks associated with the investment and the ability to recover your investment;
- (b) review the investment objectives of any investment you have chosen to ensure that it meets your financial needs; and
- (c) if you invest in exempt market securities and/or publicly traded shares or bonds, obtain a prospectus, Offering Memorandum or other prescribed documentation describing the investment prior to or at the time you make your investment.

You understand that if you have any questions or doubts about a particular investment, it is your sole responsibility to obtain independent advice from a qualified professional. Olympia will execute any order it receives from you without making any inquiries in connection with the suitability of the investment. The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada), if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest or penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act one by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.

7. MUTUAL FUND DEALER REPRESENTATIVE RESPONSIBILITIES

In this declaration, a Mutual Fund Dealer Representative ("MFDR") refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that an MFDR is your agent and when acting (or representing that it acts) as an MFDR they are not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or an MFDR on your behalf. The Trustee is under no obligation to verify that an MFDR is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

8. TRANSFER(S) TO YOUR PLAN

The Trustee will accept transfer of cash to your Plan from:

- (a) your registered education savings plan;
- (b) any other source permitted by the *Income Tax Act* (Canada) from time to time.

In addition to cash, the Trustee may accept securities and other investments acceptable to it in its sole discretion if accompanied by properly executed transfer documents. The Trustee will hold amounts transferred to your Plan, investments made with those amounts and any income or capital gains realized in respect of those investments in trust in accordance with the provisions of this declaration.

If amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail.

9. INVESTMENTS

Contributions and transfers to your Plan will be invested and reinvested from time to time in accordance with investment instructions unless the proposed investment does not comply with requirements imposed by the Trustee in its sole discretion. Before the Trustee will act on your investment instructions, the instructions must be in a form acceptable to the Trustee and be accompanied by related documentation as required by the Trustee in its sole discretion.

- (a) The Trustee may accept and act on any investment instructions which it believes in good faith to be given by you or an MFDR on your behalf.
- (b) The Trustee will endeavor to execute any purchase or sale of an investment within 5 business days after receipt of cash and your investment instructions at the market or sale price in effect on the day the transaction is executed.

- (c) Any loss or gain resulting from errors made by the Trustee, its officers, employees or agents in the execution of investment instructions from your Plan will be for the Trustee's account.
- (d) The Trustee is not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or an MFDR on your behalf.
- (e) The Trustee is authorized to make any financial arrangements that are required, necessary or appropriate to enable it to settle trades for your Plan according to your investment instructions or those of an MFDR.

10. NON-QUALIFIED INVESTMENTS

If your Plan becomes liable for tax, interest or penalties under the *Income Tax Act* (Canada) or similar provincial legislation, the Trustee is authorized to realize sufficient investments of your Plan (unless prohibited from the *Income Tax Act* (Canada)), selected in its sole discretion, to pay the liability and the Trustee will not be liable for any resulting loss.

11. 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 *Income Tax Act* (Canada). 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.

12. ACCOUNTING AND REPORTING

The Trustee will maintain a Plan in your name reflecting, with appropriate dates:

- (a) contributions to your Plan;
- (b) all other funds contributed or transferred to the Plan;
- (c) the name, number and cost of investments purchased or sold by your Plan;
- (d) number and value of any investments held for the Plan;
- (e) any interest, dividends or other investment earnings received by the Plan;
- (f) any fees or transaction costs charged to the Plan;
- (g) withdrawals, transfers and expenses paid from your Plan;
- (h) the amount, the date of payment by the Promoter, and recipient of each Educational Assistance Payment made hereunder;
- (i) the amount, the date of payment by the Promoter, and recipient, of any amounts described in paragraphs 15, (c) (d), (e) or (f) hereof paid hereunder; and
- (j) such other information as the Promoter may decide from time to time.

The Trustee will send you an annual statement of your Plan. Before April of each year, the Trustee will provide any applicable tax reporting required to be refilled with your or your spouse's personal income tax return for the previous year.

13. 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.

14. 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.

15. 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.

16. 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. 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 15; 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 contribution 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 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;
- (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.

17. ACCUMULATED INCOME PAYMENTS

An accumulated income payment ("AIP") 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 designated provincial program, 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:
 - (i) the payment is made after the 9th 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;
 - (ii) the payment is made in the 35th year following the year in which the plan is entered into; or
 - (iii) each individual who was 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)(i) 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 17 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.

18. 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.

19. 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 any time 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 Employment and Social Development Canada (ESDC).

20. METHOD OF PAYMENT

Educational Assistance Payments (EAPs), as set out in section 16, 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.

21. 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 39 hereof.

22. 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.

23. 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 not be 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 Sections 16 and 17 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 contribution amount as at the time of the payment, less applicable fees and charges hereunder, to the Designated Educational Institution or as an Accumulated Income Payment. If the Promoter has not received, prior to the Termination Date, written notice with respect to a refund of Subscriber contributions as provided in Section 21 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, until such direction is received by it.

24. TRANSFERS ON BREAKDOWN OF MARRIAGE OR COMMON-LAW PARTNERSHIP

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 Sections 16 and 17.

25. TRANSFERS FROM YOUR PLAN

Following the receipt of your written instructions in a form acceptable to the Trustee, the Trustee will transfer all or part of the assets of your Plan (net of all proper charges) to the issuer of an RESP as instructed by you in the notice. The Trustee will provide the issuer of the recipient plan with all relevant information in its possession. The Trustee will sell or transfer specific investments of your Plan to effect the transfer if instructed by you in writing. In the absence of satisfactory written instructions, the Trustee may sell or transfer any investments of your Plan selected by it in its sole discretion to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Act or the terms and conditions of the investments of your Plan.

26. 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.

27. DELEGATION OF DUTIES

Without detracting in any way from the responsibility of the Trustee, the Trustee may appoint agents (including affiliates of the Trustee) and may delegate to its agents the performance of any of its duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in your Plan, communicating with you, a Dealer or legal representatives and responding to your or their concerns. The Trustee may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. The Trustee will not be liable for the acts or omissions of any of its agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. The Trustee may pay to any agent, advisor, service provider or Dealer all or part of the fees received by it under the provisions of this declaration and/or a fee calculated by reference to the amount of cash held in your Plan and/or currency converted. Notwithstanding any other provision in this declaration, the Trustee acknowledges that it is ultimately responsible for the administration of your Plan.

28. EXECUTION OF TRADES

When executing trades for your Plan, the Trustee may in its sole discretion engage the services of:

- (a) brokers or investment dealers registered under applicable securities laws;
- (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and
- (c) an affiliate (as defined in the *Business Corporations Act* (Alberta)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.

The Trustee, its affiliates and agents are entitled to receive from your Plan or the issuer of securities held in your Plan, reasonable commissions and any other fees or amounts, charged by them in connection with the executions of trades for your Plan.

29. CUSTODIAN

The Trustee may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that

- (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan,
- (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and
- (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities.

The Trustee may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Ltd., the Depository Trust Company or any other properly authorized domestic or foreign depository.

30. ELECTRONIC SIGNATURES

I hereby authorize and direct Olympia to rely on my electronic signature on all agreements and other documents and all such electronic signatures, however provided to Olympia, shall be deemed to be reliable for the purpose of identifying me and shall be deemed to be reliable for the purpose of the document signed. Further, I hereby consent to Olympia sending me all documentation electronically to the email address I have provided to Olympia and all such electronic communications shall be deemed to satisfy Olympia's obligations to provide such information to me hereunder as if such documents were delivered by mail.

31. FEES AND EXPENSES

The Trustee may charge you or your Plan fees as published by it or the Administrator from time to time. The Trustee will give you at least 30 days' notice of any change in its fees. In addition, the Trustee is entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and the Trustee is entitled to reimbursement from your Plan for all disbursements, expenses and liabilities (including but not limited to taxes, interest and penalties) incurred by the Trustee in connection with your Plan except for those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). The Trustee is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the *Income Tax Act* (Canada), any other account held by you with the Trustee or any of its affiliates and for this purpose the Trustee is authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by the Trustee. The Trustee shall not be responsible for any resulting loss. Except where prohibited by the *Income Tax Act* (Canada) and notwithstanding any other provision of this declaration, the Trustee is entitled to deduct from any other account held by you with the Trustee or its affiliates those taxes, interest and penalties imposed on the Trustee by the *Income Tax Act* (Canada) that are not reimbursable to the Trustee from your Plan under the *Income Tax Act* (Canada). 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. You agree to pay Olympia annual fees and transaction fees in exchange for providing services in connection with your self-directed plan. The annual fee is charged immediately upon opening a plan and is prorated to half price for plans opened August 1st or later each year. The full annual fee will then be charged on January 1st of each year thereafter. All other fees are charged when the transaction is processed. Please review the Olympia Fee Schedule for a full list of fees that may apply to your plan.

32. ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I/We authorize Olympia, and the financial institution designated (or any other financial institution I/we may authorize at any time) to begin deductions and/or direct deposits and/or refunds from time to time as per my/our instructions as set out herein, and/or payments as the case may be, for payment of all charges and/or refunds arising under my/our account(s) and arrangements and agreements with Olympia. Refunds and/or payments for the full amount of services delivered will be credited/debited to my/our specified account as specified herein. This authority is to remain in effect until Olympia has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days (but not longer than thirty (30) days) before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel an Electronic Funds Transfer (EFT) Agreement at my/our financial institution or by visiting www.cdnpay.ca. Olympia may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example; I/we have the right to receive reimbursement for any Electronic Funds Transfer that is not authorized or is not consistent with this Electronic Funds Transfer (EFT) Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Further, by signing, you represent and warrant as follows:

- (a) That you will not hold Olympia responsible for any delay or loss of funds due to incorrect or incomplete information supplied by you or by your financial institution or due to an error on the part of your financial institution in depositing funds to your Account;
- (b) That you waive any pre-notification requirements as specified by sections 15 (a) and (b) of the Canadian Payments Associate Rule H1 with regards to recovering amounts directly from your Account in connection with amounts incorrectly credited to your Account.
- (c) That Olympia may change its fees schedule by providing you with 30 days prior written notice of such changes. If you do not cancel this authorization during such notice period, this authorization shall continue to be used in conjunction with such revised fee schedule where applicable.
- (d) Where payments, funds transfer or refunds are in relation to personal services (other than business services) this authorization shall be considered a personal preauthorized debit agreement.

33. SUCCESSOR PROMOTER & TRUSTEE

The Promoter & Trustee may resign and be discharged from all duties and liabilities under this declaration by giving 30 days' written notice. Olympia is nominated to appoint a successor promoter & trustee. As per 146.1(2)(c) of the *Income Tax Act* (Canada), the successor promoter & trustee shall be resident in Canada. Upon acceptance of the office of promoter & trustee of your Plan, the successor promoter & trustee will be promoter & trustee of your Plan as if it had been the original declarant of your Plan.

34. HEIRS, EXECUTORS

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

35. INFORMATION

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

36. LANGUAGE

Unless otherwise indicated on this Application, you have requested that your Application, this Declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.

37. GOVERNING LAW AND ATTORNTMENT

This Agreement has been executed and delivered in the Province of Alberta and shall in all respects be governed by, and construed and enforced in accordance with, the laws of the Province of Alberta, and the Federal laws of Canada applicable therein, including all matters of construction, validity, or performance. The parties waive any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Province of Alberta. The parties each irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta in respect of any suit, action or proceeding, and to settle any disputes, relating in any way to this Agreement. Each party irrevocably waives any objection which it might now or hereafter have to the courts of the Province of Alberta as the exclusive forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and agrees not to claim that any such court is not a convenient or appropriate forum. If a party to this Agreement brings any suit, action or proceeding, or attempts to settle any disputes, relating in any way to this Agreement in any forum other than the courts of the Province of Alberta, that party agrees not to oppose any attempt by the other party to actively enforce the provisions of this section, including but not limited to any application brought by that other party for injunctive relief, non-suit and specific performance. This declaration will be governed, construed and enforced in accordance with the laws of Alberta and Canada except that the word "spouse" and "common law partner" as used in this declaration will have the same meaning as for the purposes of the Act. 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.

38. ARMS' LENGTH MORTGAGES

I hereby acknowledge and agree that where arm's length mortgages are held under this plan, whether syndicated or otherwise, they must be registered in the name of Olympia Trust Company, as Trustee. The ranking of said mortgages may be either first, second or third.

39. LIABILITY OF THE TRUSTEE

The Trustee and its officers, employees and agents are indemnified by you and your Plan from and against all expenses, liabilities, claims and demands arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with investment instructions which the Trustee, its officers, employees or agents believe in good faith to be given by you or your properly authorized agent; and the delivery or release of assets of your Plan in accordance with this declaration, provided that:

- (a) the Trustee exercises the same degree of care with the assets of your Plan as it would with its own assets to minimize the fact that the Plan hold any non-qualified investments; and
- (b) the Trustee complies with applicable laws, regulations and orders now or later in force that purport to impose a duty on the holder of assets of your Plan to take or refrain from taking any action in connection with any asset of your Plan.

Notwithstanding any other provision of this declaration, the Trustee will not be liable for any loss or penalty suffered as a result of any act done by it in reasonable reliance of your authority or the authority of your properly authorized agent or legal representatives except for those penalties imposed on the Trustee by the Act.

40. 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.

41. AMENDMENTS

From time to time, the Trustee may amend this declaration with the approval of Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RESP under the *Income Tax Act* (Canada) or other applicable legislation. Any amendment to ensure your Plan continues to comply with the Act or other applicable legislation will be effective without notice. Any other amendments will be effective not less than 30 days' after written notice has been provided to you.

42. SPECIMEN PLAN

RESP1124001