

**CREDIT UNION  
RETIREMENT INCOME FUND  
DECLARATION OF TRUST**

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

**1. Definitions**

The following definitions apply:

**"Agent"** - The Credit Union named in the Fund Application.

**"Annuitant", "you" and "your"** - The individual applicant of the Fund, and shall have the meaning of the term "annuitant" as set out in subsection 146.3(1) of the *Income Tax Act*.

**"Contribution"** - Any amount transferred into your Fund.

**"Fund"** - The Credit Union Retirement Income Fund consisting of the Application and this Declaration of Trust and addendum or addenda thereto, where applicable.

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

**"Prohibited Investment"** - Shall have the meaning of the term "prohibited investment" as set out in subsection 207.01(1) of the *Income Tax Act*.

**"Qualified Investment"** - Any investment which is a qualified investment for purposes of registered retirement income funds as set out in the *Income Tax Act*.

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

**"Trustee", "we", "our" and "us"** - Concentra Trust.

**2. Registration**

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

**3. Contributions**

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

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

- iv. such other amounts as may be authorized by any future amendment to the *Income Tax Act*.

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

**4. Record Keeping**

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

**5. Investment**

All Contributions made to your Fund and all income earned on these Contributions will be deposited or invested with the Agent in eligible deposits or equity accounts, in accordance with the *Income Tax Act*, as directed by you in your Application.

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Fund holds a non-Qualified Investment; however, you are also responsible for ensuring that the investments held in your Fund are at all times Qualified Investments. We may request additional documentation from you proving the investment to be purchased is a Qualified Investment. The Trustee reserves the right to refuse to hold or accept certain investments even though they may be Qualified Investments. If the Fund holds a non-Qualified Investment, the Trustee may, at its sole discretion, withdraw such non-Qualified Investment from the Fund *in specie*, or by way of realization of the investment in cash, and the Trustee shall not be responsible for any loss which arises therefrom.

You are solely responsible for ensuring the investments held under the Fund do not at any time include a Prohibited Investment.

In the event the Fund acquires an investment that is a non-Qualified Investment or if property held in the Fund becomes a non-Qualified Investment, the Trustee will notify you and the Canada Revenue Agency of details of that investment and you may be liable for reporting and payment of taxes under the *Income Tax Act*.

**6. Payments**

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

**7. Transfers**

We will permit the payment or transfer, on your behalf, of any funds under the Fund as allowed by the *Income Tax Act*. At your direction, in the form and manner prescribed by the *Income Tax Act*, we will transfer all investments held in your Fund, or such portion as you direct, together with all information necessary for the continuance of the Fund, to another Retirement Income Fund registered in your name, or in the name of your Spouse, or former Spouse, pursuant to a decree, order or judgement of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your Spouse or former Spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership. If you have directed transfer of all investments and we have not paid the minimum amount required for the year, we will withhold adequate funds to satisfy this minimum amount. We may, at our discretion, charge a fee for each transfer out of the Fund. Any withdrawal or transfer is subject to the terms of the investments under the Fund,

the withholding of any applicable tax, and compliance with all requirements under the *Income Tax Act*.

#### **8. Election**

The election to have your surviving Spouse continue to receive payments from the Fund and to become the Annuitant of the Fund after your death, as described in Clause 6, may not be available in all provinces. Detail of the availability of this election is obtainable from the offices of the Agent.

#### **9. Beneficiary Designation**

You may designate a beneficiary, in those provinces where the law so permits, to receive the remaining proceeds of your Fund in the event of your death while your Fund continues to exist and where your Spouse did not become entitled to all future rights under the Fund as permitted under Clause 6. Details of our requirements for making, changing or revoking such a designation are available from the offices of the Agent. If your Fund contains funds that are locked-in under pension legislation, that legislation may restrict who you may designate as a beneficiary of your Fund. You may make, change or revoke your designation in compliance and in a manner and form acceptable to the Trustee. The Trustee will be fully discharged of any liability under the Declaration of Trust upon payment or transfer of your Fund to your designated beneficiary, notwithstanding any determination that the designation may be found invalid as a testamentary instrument.

#### **10. Death**

Where you have not properly elected to have your Spouse become the Annuitant of your Fund as provided for by Clause 6 or as provided for by your Will, we will, once we have received the documentation we require, pay the Fund proceeds by a single payment, less required income tax deductions, to your designated beneficiary and notify your estate representative of any resulting tax liability. You authorize us to release information about your Fund to your estate representative. Where you have designated a trustee as your beneficiary, upon payment to the trustee we are fully discharged from any obligation to see to the due execution of any trust imposed on such trustee. In instances where you have not designated a beneficiary or in instances where your designated beneficiary has predeceased you, the Fund proceeds will be paid by a single payment, less required income tax deductions, to your estate. When we have made the payment of the Fund proceeds to your designated beneficiary or to your estate, we will be considered as fully discharged from any further liability with respect to your Fund.

#### **11. Your Responsibilities**

It is your responsibility to ensure that:

- a. all assets acquired by your Fund are and continue to be Qualified Investments;
- b. all assets acquired by your Fund do not at any time include Prohibited Investments;
- c. you provide your correct residential address, email address, and telephone number and advise the Agent, in writing (or such other manner as may be acceptable to the Trustee), immediately upon any change in address, email address, telephone number or residency; and
- d. ensure that your birthdate and Social Insurance Number as recorded on your Application are accurate.

#### **12. No Advantage**

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

#### **13. Amendments**

We may from time to time amend your Fund by giving you notice of such change. Any amendment cannot, however, be contrary to the provisions of the *Income Tax Act*.

In the event of changes to the *Income Tax Act* or any pension legislation governing your Fund, your Fund will be considered to have

been amended to conform to such changes effective the date such changes come into force.

#### **14. Notices**

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

#### **15. Limits of Our Liability**

The Trustee will not provide any investment advice regarding any of the assets held or acquired by your Fund and shall act solely on your instructions or those of your authorized agent. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Fund except due to our negligence or wrongful act. The Trustee may, without your instructions, apply any cash held in the Fund for the payment of fees or expenses or taxes, interest, penalties or charges ("**Liabilities**") levied or imposed on the Fund or upon us (excluding amounts imposed under the *Income Tax Act* for which the Trustee is liable other than any such amounts for which the Trustee is jointly liable with the Fund or amounts the Trustee has paid on behalf of the Fund and is entitled, pursuant to the *Income Tax Act*, to recover from the Fund). Where there is insufficient cash, the Trustee may, in its sole discretion, liquidate all or a portion of the Fund assets in order to realize sufficient cash to make the payment. Neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization. You and your heirs, executors and administrators shall at all times indemnify us and save us harmless in respect of any Liabilities levied or imposed upon us in respect of the Fund, to the extent permitted by applicable law.

#### **16. Trustee's Financial Conditions**

We or the Agent shall provide you with a copy of the fee schedule in effect from time to time. We shall be entitled to such fees and to reimbursement for all expenses reasonably incurred by us in administering the Fund as may be provided for in any fee schedule in effect at that time. The fees payable to us are subject to change provided that you shall be given at least 30 days' notice prior to any change in such fees becoming effective. The Agent (or an affiliate) in its capacity as your investment advisory firm may also charge fees, commissions and expenses to the Fund. Notwithstanding any other provision contained herein, we shall be entitled to additional fees for extraordinary services performed by us from time to time commensurate with the time and responsibility involved. We are fully authorized by you to sell investments of the Fund in order to realize sufficient monies for the payment of the above fees and expenses and to withdraw payment from the assets of the Fund without seeking your prior approval or instruction.

#### **17. Other Conditions**

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

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

#### **18. Resignation or Removal of Trustee**

The Trustee may resign as trustee or the Agent may remove the Trustee as trustee by providing such notice as may be required under the terms of an agreement entered into between the Trustee and the Agent. If the Trustee resigns or is removed, the Agent, on behalf of the Trustee, will deliver 30 days' notice to you. In the event of the resignation or removal of the Trustee, the Agent shall appoint a successor trustee who shall be acceptable to the Trustee. We shall deliver the property comprised of the investments within the Fund and the records relating thereto, and shall execute such deeds and

assurances and do such things as may be requisite in order to ensure the continued and uninterrupted operation of the Fund. We will give the successor trustee all the information necessary for the continued administration of the Fund. If the Agent neglects or refuses to appoint a successor trustee who shall be acceptable to us, we reserve the right to appoint a successor trustee on your behalf, or transfer assets *in specie* to you as a withdrawal from your Fund.

**19. Application for Advice and Direction**

If there is a disagreement or dispute over the entitlement to the Fund proceeds on your death, upon your relationship breakdown with your Spouse or former Spouse, on the enforcement of any legal demand or claim against the Fund assets, or if we, after reasonable efforts, are unable to locate you or obtain your instructions in connection with any aspect of this Fund, the Trustee, where the applicable law permits, reserves the right to, and may, at its sole discretion, apply to the court for advice and direction or pay the Fund proceeds into court. The Trustee is entitled to recover all of its legal fees and disbursements that it incurs in this regard from the Fund.

**20. Ultimate Responsibility**

We have entered into an Agency Agreement, with the Agent, for purposes of administration of this Fund. However, we are ultimately responsible for the administration of the Fund in accordance with the *Income Tax Act*.