



Investment Application for Non-Retirement and Retirement Accounts

Did you remember to:

- Indicate Type of Account
- Sign the Application Form
- Attach void cheque
- Complete Social Insurance Number
- Complete Date of Birth
- Name a Beneficiary
- Give a copy of the Application and Declaration of Trust to your client

Please mail your completed and signed application to:
Stone Investment Group Limited
c/o CIBC Mellon GSSC, Recordkeeping Services
1 York Street, Suite 900,
Toronto, Ontario, M5J 0B6

STONE ASSET MANAGEMENT LIMITED PRIVACY POLICY

OUR COMMITMENT TO YOU

Stone Asset Management Limited ("Stone") and our affiliated companies are committed to conducting our business in the highest professional and ethical manner. It's one of our core values. We are committed to providing investors with excellent service while respecting the privacy of personal information. The Stone Privacy Policy outlines and demonstrates our commitment to protecting your privacy and safeguarding your personal and financial information.

WHAT IS PERSONAL INFORMATION?

Personal information is information that identifies you. It includes information such as your name, age, marital status, birth date, social insurance number, home address and telephone number.

HOW DO WE OBTAIN YOUR PERSONAL INFORMATION?

We collect personal information on account application forms, paper and electronic instructions, and telephone instructions from you or your dealer. We may collect information about you from a third party in the normal course of business. These parties may include:

- Other financial institutions, securities dealers or mutual fund companies; and
- Other companies affiliated with Stone.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use your personal information for the following purposes:

- To establish your identity;
- To ensure our records are accurate;
- To establish and administer your account;
- To execute your transactions;
- To record, maintain and store account holdings and transaction records;
- To provide you and your financial advisor with account information and statements;
- To provide you with financial statements, tax receipts, transaction confirmations, proxy mailings and other information that may be required to service accounts;
- To meet legal and regulatory requirements; and
- To provide you with customer service.

TO WHOM DO WE DISCLOSE YOUR INFORMATION?

In the normal course of business we may be required by third parties to disclose your information to our agents, our suppliers or other organizations. These parties may include:

- Your financial advisor, dealer or intermediary;
- Other financial institutions, securities dealers and mutual fund companies, for example, when you move your investments from one firm to another;
- Other companies affiliated with Stone;
- Contracted third-party service providers, such as account statement providers and mailing companies, imaging companies and document storage companies;
- Canadian governments, government agencies and regulators; and
- Any other entity as required by law.

DISCLOSING YOUR INFORMATION WHEN PERMITTED OR REQUIRED BY LAW

Stone must provide information where required by a valid demand, search warrant or other legally valid inquiry. We may disclose information to an investigative body in the case of a breach of an agreement or contravention of laws.

HOW DO WE OBTAIN CONSENT?

In providing information to us, directly or through your financial advisor, and continuing to conduct business with us you are consenting to the use of your personal information. Our privacy policy is available on our website at www.stoneco.com or by requesting a copy from our Client Services Team at 800 795 1142 and may be included in your application form if you open an account directly with Stone.

HOW CAN YOU WITHDRAW YOUR CONSENT?

You may withdraw your consent for Stone's use of your personal information by contacting us. Your decision to withdraw your consent may limit the products and services that Stone can offer you. In some circumstances, legal requirements may prevent you from withholding consent.

KEEPING YOUR INFORMATION ACCURATE

The accuracy of your personal information is essential to providing you with excellent service. If you wish to change or update your personal information, please contact us. Please inform us of any errors regarding your personal information right away, so that we may correct our records.

YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION

Upon written request Stone will provide you with access to your personal information. Please note that we may not be able to provide you with your information in certain circumstances. For example: information containing references to other persons, information containing proprietary information confidential to Stone, or information that cannot be disclosed for legal reasons.

WHERE DO WE KEEP YOUR PERSONAL INFORMATION?

Your personal information may be kept in electronic or paper format in our offices, in secure off-site storage facilities, or in the offices of our service providers, such as CIBC Mellon Global Securities Services Company ("CIBC Mellon GSSC").

HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

Policies, procedures and safeguards have been put in place to ensure your personal information is protected. Our employees and service providers have access to your personal information to enable them to provide necessary services to you. Any personal information collected from you will only be used for the purposes identified at the time of collecting the information and will be retained for as long as is necessary to fulfill the service, or as required by law.

Security measures including passwords, restricted access to our offices and records and physical access security, have been put in place to protect your information against unauthorized access, modification, loss, theft or general misuse.

A provider of recordkeeping and related services to the funds will subcontract a portion of these services to an off-shore organization. We have been assured by our service provider that all data and personal information will be subject to appropriate security protection. As a result of this subcontracting by our service provider, your personal information may be processed or stored outside of Canada and may be available to foreign governments, courts or law enforcement officials.

OTHER MATTERS

We have provided you with the complete Privacy Policy. Stone reserves the right to modify or supplement the Policy at any time. If we make any material change to the Policy, we will update our website with a link to the updated Privacy Policy. Please read any such notice and the new Policy. Your continued use of Stone services will constitute your acceptance of the new terms and conditions and grant Stone the right to use the information you previously supplied, and any new information, to service Stone accounts. However, we will seek your consent if we want to use your personal information for purposes other than those to which you have previously agreed.

RESOLVING YOUR CONCERNS

If you have any questions or concerns about the treatment of your information please follow these steps:

Step 1. In most cases, a concern is resolved simply by discussing it with a member of our Client Services Team, who can be contacted by telephone at 800 795 1142 or 416 867 8086 or via email at clientservices@stoneco.com, via fax at 416 364 2498 or by mail at Stone Asset Management Limited, Attention: Privacy Officer, 40 University Ave, Suite 901, Toronto, ON M5J 1T1.

Step 2. If your concerns have not been resolved to your satisfaction, please contact our Privacy Officer directly, who can be reached by telephone at 800 336 9528 or 416 364 9188 or via email at clientservices@stoneco.com, via fax at 416 364 2498 or by mail at Stone Asset Management Limited, Attention: Privacy Officer, 40 University Ave, Suite 901, Toronto, ON M5J 1T1.

Step 3. In the event that you have not obtained a satisfactory resolution through steps 1 and 2, you may contact the Privacy Commissioner of Canada at 1 800 282 1376 or by writing to: The Privacy Commissioner of Canada, 112 Kent Street, Ottawa, ON, K1A 1H3. In Quebec, The Commission d'accès à l'information, 575, rue St. Amable, Bureau 1.10; phone 418 528 7741 or 888 528 7741.

FUND CODES, DISTRIBUTIONS

| PURCHASE OPTION | FRONT | | LOW | FEE-BASED | DISTRIBUTIONS | |
|-----------------------------|--------|---------|--------|-----------|---------------|-----------|
| SERIES | A/AA | T8A | L | F/FF | A/AA/F/FF | T8 SERIES |
| Stone Dividend Growth Class | SCL515 | SCL5158 | SCL519 | SCL517 | Monthly | Monthly |
| Stone EuroPlus Fund | SCL715 | SCL7158 | SCL719 | SCL717 | Annually | Quarterly |
| Stone Global Balanced Fund | SCL415 | SCL4458 | SCL419 | SCL417 | Monthly | Monthly |
| Stone Growth Fund | SCL555 | SCL5558 | SCL559 | SCL557 | Annually | Monthly |
| Stone Global Growth Fund | SCL995 | SCL9958 | SCL999 | SCL997 | Annually | Monthly |
| Stone Select Growth Class | SCL885 | n/a | SCL889 | SCL887 | Annually | n/a |

COMMISSIONS, FEES (%)

| SERIES | SALES COMMISSION | ANNUAL TRAILERS (PAID MONTHLY) | | MANAGEMENT FEE |
|----------|------------------|--------------------------------|----------|-------------------|
| | | Full Service | Discount | |
| A/AA/T8A | 0 to 5.0 | 1.00 | 0.25 | 2.0 |
| F/FF | n/a | n/a | n/a | 0.95 ¹ |
| F | n/a | n/a | n/a | 0.98 ² |
| L | 3.0 | 0.50 | 0.1875 | 2.5 |

¹ Applicable to Stone Dividend Growth Class, Stone Global Balanced Fund, Stone Growth Fund and Stone Select Growth Class

² Applicable to Stone EuroPlus Fund and Stone Global Growth Fund

DEFERRED SALES REDEMPTION SCHEDULE (%)

| SERIES | Yr 1 | Yr 2 | Yr 3 | Thereafter |
|--------|------|------|------|------------|
| L | 4.0 | 3.0 | 2.0 | nil |

STONE PLANS

| Plan/Account Types | RSP | Spousal RSP | LIRA | LRSP | RIF |
|-------------------------|---|-------------|------|------|------|
| | Spousal RIF | LRIF | LIF | RLIF | RLSP |
| | PRIF | TFSA | Cash | | |
| Savers Plan | Make regular payments to buy securities of the fund(s) of your choice. You may choose the frequency of payments and halt at any time by giving us five (5) days' prior notice. No minimum required balance. Minimum payment amount \$25. | | | | |
| Pay Yourself Plan | Redeem securities of the fund(s) of your choice automatically at fixed intervals. The redemption amount will be transferred electronically to your bank account. Minimum account balance \$10,000. Minimum redemption amount \$100. | | | | |
| Automatic Exchange Plan | Benefit from the advantage of dollar cost averaging. At no extra cost, you may switch a fixed dollar amount from one fund to another fund of the same commission structure. Frequency may be weekly, bi-weekly, monthly, quarterly, semi-annually, or annually. | | | | |

Did you remember to:

- **Indicate Type of Account**
- **Sign the Application Form**
- **Attach void cheque**
- **Complete Social Insurance Number**
- **Complete Date of Birth**
- **Name a Beneficiary**
- **Give a copy of the Application and Declaration of Trust to your client**

1. Select Your Account Type (please choose one)

Non-Retirement Accounts

- Individual
- Joint
- Corporate/Trust
- In-Trust For (ITF)

Retirement Savings Plans

- Retirement Savings Plan (RSP)
- Spousal or Common-law Partner RSP
- Locked-in Retirement Account (LIRA)
- Locked-in Retirement Savings Plan (LRSP)
- Restricted Locked-in Savings Plan (RLSP)

Retirement Income Plans

- Retirement Income Fund (RIF)
- Spousal or Common-law Partner RIF
- Life Income Fund (LIF)
- Locked-in Retirement Income Fund (LRIF)
- Restricted Life Income Fund (RLIF)
- Prescribed Retirement Income Fund (PRIF)

2. Annuitant / Applicant Information

Language Preference: English French

Mr. Mrs. Miss. Ms. Dr. Company (attach corporate resolution) Trust (attach trust document)

Last Name (or Company/Trust)

First Name

Initials

Address (must be legal address, not a P.O. box)

City

Province

Postal Code

()

()

M A N D A T O R Y

M A N D A T O R Y

Home Phone

Business Phone

Social Insurance Number/Federal Business Number

Date of Birth (dd/mm/yy)

Mailing Address (if different from above)

City

Province

Postal Code

DECLARATION OF TAX RESIDENCE – Mandatory for all Non-retirement Accounts (Corporations and Trusts please fill out CRA form RC519)

Tick all the options that apply to you

I am a resident of Canada.

I am a resident or a citizen of the United States.

If you ticked this box, give your taxpayer identification number (TIN) from the United States.

TIN from the United States

If you do not have a TIN from the United States, have you applied for one? Yes No

I am a tax resident of a jurisdiction other than Canada or the United States.

If you ticked this box, give your jurisdictions of tax residence and taxpayer identification numbers.

If you do not have a TIN for a specific jurisdiction, give the reason using one of these choices:

- Reason 1: I will apply or have applied for a TIN but have not yet received it.
- Reason 2: My jurisdiction of tax residence does not issue TINs to its residents.
- Reason 3: Other reason

| Jurisdiction of Tax Residence | Taxpayer Identification Number | If You Do Not Have a TIN, Choose Reason 1, 2 or 3. |
|-------------------------------|--------------------------------|--|
| | | |
| | | |

3. Joint Owner or In-Trust For Personal Information

Non-Retirement Accounts Only

Please fill in this section if you indicated a joint or in-trust for account in section 1, otherwise please move on to Section 4.

- Joint tenants with rights of survivorship (JTWROS) – not available in QC.
- Joint tenants in common
- Please check if any one of the joint holders may sign; if this is not checked we will require all joint holder signatures for any future instructions
- In-Trust For (ITF)

Please have the joint owner of the account fill out this section, or complete this section on behalf of the person who the account will be held in trust for

- Mr. Mrs. Miss. Ms. Dr.

| | | | |
|---|----------------|-------------------------|--------------------------|
| Last Name | First name | Initials | |
| Address (must be legal address, not a P.O. box) | City | Province | Postal Code |
| M A N D A T O R Y | | M A N D A T O R Y | |
| Home Phone | Business Phone | Social Insurance Number | Date of Birth (dd/mm/yy) |

**DECLARATION OF TAX RESIDENCE – Mandatory for all Non-Retirement Accounts
(Corporations and Trusts please fill out CRA form RC519)**

Tick all the options that apply to you

- I am a resident of Canada.
- I am a resident or a citizen of the United States.

If you ticked this box, give your taxpayer identification number (TIN) from the United States.

 TIN from the United States

If you do not have a TIN from the United States, have you applied for one? Yes No

- I am a tax resident of a jurisdiction other than Canada or the United States.

If you ticked this box, give your jurisdictions of tax residence and taxpayer identification numbers.

If you do not have a TIN for a specific jurisdiction, give the reason using one of these choices:

- Reason 1: I will apply or have applied for a TIN but have not yet received it.
- Reason 2: My jurisdiction of tax residence does not issue TINs to its residents.
- Reason 3: Other reason

| Jurisdiction of Tax Residence | Taxpayer Identification Number | If You Do Not Have a TIN, Choose Reason 1, 2 or 3. |
|-------------------------------|--------------------------------|--|
| | | |
| | | |

4. Spousal or Common-law Partner Information

Retirement Plans Only

Please complete this section only if one of the following applies to your retirement plan:

- My spouse or common-law partner will be making contributions to my Registered Retirement Savings Plan (RSP)
 - I am opening a spousal or common-law Registered Retirement Income Fund (RIF)
 - The payments from my Registered Retirement Income Fund (RIF) will be based on the age of my spouse (see Section 12)
- Mr. Mrs. Miss. Ms. Dr.

| | | | |
|-------------------------|--------------------------|-------------------|--|
| Last Name | First Name | Initials | |
| M A N D A T O R Y | | M A N D A T O R Y | |
| Social Insurance Number | Date of Birth (dd/mm/yy) | | |

5. Locked-in Plan Additional Information

Locked-in Plans Only

Please indicate originating pension plan jurisdiction: Federal Provincial (please specify) _____

I have a spouse or common-law partner

Please submit a signed, corresponding locking-in addendum. For LIF, LRIF and PRIF governed by Alberta, British Columbia, Manitoba, Saskatchewan, or Nova Scotia, please also submit the separate spousal consent/waiver form if applicable. Forms are available at stoneco.com or please contact the Stone Client Services Team at 800 795 1142.

6. Dealer and Representative Information

Dealer Code _____ Dealer Name _____ Dealer Account Number _____
() _____
Advisor Code _____ Advisor Name _____ Advisor Phone Number _____ Advisor Email Address _____

7. Investment Selection

Please see "Fund Details" on page 3 of this application form for fund names and codes.

Source of Funds:

Attached cheque Transfer authorization attached Transfer from my existing Stone Account #: _____
 Lump sum deposit from my bank account (sign authorization in Section 9) Other (please specify) _____

| Fund Code | Fund Name | Initial Investment \$ or % | Front End Sales Charge % | Wire Order Number | Customizable Distributions | | | | | | |
|--------------|-----------|----------------------------|--------------------------|-------------------|--|--------------------------|----------------------------|----------------|----------------------------|---|------|
| | | | | | Please choose 1, 2 or 3. If nothing is indicated distributions will be automatically reinvested in the same fund/series. | | | | | | |
| | | | | | (1) Reinvest into: | (2) Cash* | OR | (3) Customize* | | | |
| | | | | | | | % Reinvest | | % Cash | = | |
| | | | | | <input type="checkbox"/> SCL | <input type="checkbox"/> | <input type="checkbox"/> % | + | <input type="checkbox"/> % | = | 100% |
| | | | | | <input type="checkbox"/> SCL | <input type="checkbox"/> | <input type="checkbox"/> % | + | <input type="checkbox"/> % | = | 100% |
| | | | | | <input type="checkbox"/> SCL | <input type="checkbox"/> | <input type="checkbox"/> % | + | <input type="checkbox"/> % | = | 100% |
| | | | | | <input type="checkbox"/> SCL | <input type="checkbox"/> | <input type="checkbox"/> % | + | <input type="checkbox"/> % | = | 100% |
| | | | | | <input type="checkbox"/> SCL | <input type="checkbox"/> | <input type="checkbox"/> % | + | <input type="checkbox"/> % | = | 100% |
| Total | | | | | | | | | | | |

*Cash distributions are available for non-retirement accounts only. Distributions for retirement plans will be automatically reinvested; however, you may use option 1 to reinvest the distributions into another fund/series.

8. Banking Information

I/We hereby authorize Stone Investment Group Limited c/o CIBC Mellon to credit, in the case of a SWP, RIF payment, cash distribution or redemption, the following account:

Name of Financial Institution _____ Transit Number _____ Bank Number _____ Account Number _____

Address (of financial institution) _____ City _____ Province _____ Postal Code _____

Or, mail cheque(s) to mailing address indicated in Section 2.

9. Savers Plan (Pre-authorized Chequing Plan)*

Optional

Not applicable for locked-in RSP, LIRA, RIF, LIF, LRIF, PRIF, RLIF or RLSP account types

Please check type of Pre-authorized chequing agreement (REQUIRED) Personal Business*

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

| Fund Code | Fund Name | Front End Sales Charge % | Amount (\$) ** |
|-----------|-----------|--------------------------|----------------|
| | | | |
| | | | |
| | | | |

** Minimum purchase amount of \$25 per transaction.

Total \$

By signing this form I/we hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits. I/We acknowledge that I/we have read and agree to the "Pre-authorized Chequing Agreement Terms and Conditions" as set out at the back of this application form.

MANDATORY

MANDATORY

Signature of Signatory on Bank Account

Signature of Co-signatory on Bank Account

*For corporate bank accounts, please provide a Corporate Resolution with a list of authorized signing authorities.

Please complete banking information in Section 8.

10. Pay Yourself Plan (Systematic Withdrawal Plan)

Optional Non-Retirement Accounts Only

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

| Fund Code | Fund Name | Amount (\$) |
|--------------|-----------|-------------|
| | | |
| | | |
| | | |
| Total | | \$ |

Please complete banking information in Section 8.

11. Automatic Exchange Plan

Optional

Frequency – please choose one:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-annually Annually Other _____

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (dd/mm/yy) _____

From Fund: SCL _____ To Fund: SCL _____ Amount: \$ _____

12. Retirement Income Plan Payment Instructions

Retirement Plans only

Age Preference for Calculating Payments (subject to applicable legislation) **:

my age; or my spouse or common-law partner's age, and I certify that his or her birth date as set out in Section 4 is correct.

Payment Amount (please check one)

Minimum Amount Maximum Amount (LIF, LRIF, or RLIF only) Other annual amount: \$ _____ Gross/Net (circle one)

Payment Options (please check one)

To be paid out in cash as per the instructions below, or To be transferred in kind to my Stone Non-Retirement Account # _____

Payment Frequency: Please make payments:

Weekly Bi-weekly Twice Monthly* Monthly Quarterly Semi-Annually Annually

Start Date: (dd/mm/yy) _____

*Second Monthly Date: (if applicable) (dd/mm/yy) _____

**For LIF accounts only the annuitant's age may be used to calculate the maximum amount

Please complete banking information in Section 8.

13. Designation of Beneficiary/Successor Annuitant

Retirement Plans only

I hereby revoke any previous designations of beneficiary made by me for this Plan/Fund and I hereby: (check one or none)

Elect to have my spouse or common-law partner, if then living, become the successor annuitant of the Fund upon my death, and I certify that his or her personal information as set out below is correct (FOR RRIF ACCOUNTS ONLY); or

Designate the person(s) named below, if then living, as beneficiary to receive the proceeds payable under the Plan/Fund upon my death.

| Last Name | First Name | Relationship to Annuitant | SIN | Share % |
|-----------|------------|---------------------------|-----|---------|
| | | | | |
| | | | | |
| | | | | |

I understand that I am solely responsible for ensuring that the above designation of beneficiary is legally valid.

CAUTION: In some provinces, your designation of beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. If you wish to change your beneficiary, you will have to do so by means of a new designation.

14. Acknowledgements

TO: COMPUTERSHARE TRUST COMPANY OF CANADA (THE "TRUSTEE")

I hereby apply for a Stone Investment Group Limited SELF-DIRECTED RETIREMENT SAVINGS PLAN (the "Plan") or SELF-DIRECTED RETIREMENT INCOME FUND (the "Fund") in accordance with the terms and conditions of this Application and the Declaration of Trust attached hereto. By signing below, I have agreed that:

- I have read, understood and agree to the terms of the Declaration of Trust.
- I declare that the information given in this Application is true, correct and complete.
- I request that the Trustee apply for registration of the Plan/Fund as a registered retirement savings plan or as a registered retirement income fund under the Income Tax Act (Canada).
- I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is qualified under the tax laws, and I am aware of the consequences of acquiring and holding investments which are not qualified.
- The Trustee may delegate certain of its duties relating to the Plan/Fund to Stone Investment Group Limited as its Agent.
- The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment.
- Any benefit received under the Plan/Fund is taxable under the Income Tax Act (Canada).
- In the event of my death, the proceeds of the Plan/Fund will be paid to the beneficiary, if any, whom I have designated, if permitted by law. Otherwise, such proceeds will be paid to my estate.

TO: STONE INVESTMENT GROUP LIMITED

I/We have received a copy of the current Fund Facts or Simplified Prospectus of the Investments, if applicable, and have received the investment objectives. I/We find them suitable for my/our needs.

I understand that the Fund Company may refuse this application, and return any amount deposited within two (2) business days. As a policy, Stone Investment Group Limited will use an electronic fund service for cash dividends, RIF, Spousal RIF, LIF, LRIF, PRIF payments and Pay Yourself Plan. (Please complete Banking Authorization Information, Section 11.) Quebec Residents: The parties hereto requested that this application be signed in English. Les parties ont demandé que cette demande soit signée en anglais.

I/We hereby acknowledge and consent to the collection, use and disclosure of my/our personal information as contained herein by Stone Investment Group Limited, its agents, suppliers and other organizations where necessary to provide for the initial and ongoing administration of my/our account. The complete Stone Asset Management Limited Privacy Policy is available at the front of this application, at stoneco.com or by contacting the Stone Client Services Team at 800 795 1142.

Date: _____
dd/mm/yy

Annuitant/Applicant Signature

Joint Applicant Signature (if applicable)

Name of Witness (please print)
Must not be related to beneficiary

Witness Signature

Dealer Representative Signature

For Internal Use Only

Accepted on behalf of Computershare Trust Company of Canada by its agent, Stone Investment Group Limited



Authorized Signature of Agent

**STONE INVESTMENT GROUP LIMITED
SELF-DIRECTED RETIREMENT SAVINGS
PLAN DECLARATION OF TRUST**

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Stone Investment Group Limited Self-Directed Retirement Savings Plan (the "Plan") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"Agent" refers to the company named in paragraph 14;

"Common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Plan;

"Maturity Date" has the meaning set forth in paragraph 8;

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act;

"RRSP" means a registered retirement savings plan, as defined in the Act;

"Spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Computershare Trust Company of Canada;

"You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Plan; (under the Act, you are known as the "annuitant" of the Plan).

1. **REGISTRATION:** We will apply for registration of the Plan in accordance with the Tax Laws. The purpose of the Plan is to provide you with a Retirement Income.

2. **CONTRIBUTIONS:** We will accept Contributions made by you or, where applicable, your spouse or common-law partner. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any investments, income or gains therefrom (the "Plan Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws. No Contributions to the Plan may be made after the Maturity Date.

3. **INVESTMENTS:** We will hold, invest and sell the Plan Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash in a demand deposit account with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. The Plan will bear any taxes, penalties or related interest imposed on the Plan by the Tax Laws, subject to paragraph 17. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest. You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Plan.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Plan Assets.

4. **INCOME TAX RECEIPTS:** On or before March 31 in each year, we will send to you, your spouse or your common-law partner, as applicable, a receipt showing Contributions made by you or such person during the preceding year and, if applicable, the first 60 days of the current year. You, your spouse or your common-law partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Tax Laws.

5. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Plan, all investment transactions and all withdrawals from the Plan. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period.

6. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof, or to sell assets to pay any assessments, taxes or charges imposed on the Plan by the Tax Laws, subject to paragraph 17. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

7. **REFUND OF OVER-CONTRIBUTIONS:** We will, upon receiving a written request from you or, if applicable, your spouse or common-law partner, refund an amount to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not be responsible for determining the amount of any such refund.

8. **PURCHASE OF RETIREMENT INCOME OR TRANSFER TO A RRIF:** Your Plan will mature on the date (the "Maturity Date") you select for the start of a Retirement Income but this date must not be later than December 31 of the calendar year in which your Retirement Income must begin, as required under the Act. You must notify us in writing at least 90 days prior to the Maturity Date. This notice must also give us your instructions to either:

- (a) sell the Plan Assets and use all of the cash in the Plan, less any sale costs and other related fees and charges (the "Plan Proceeds"), to purchase a Retirement Income for you starting on the Maturity Date; or
- (b) transfer the Plan Assets on or before the Maturity Date to a RRIF.

If you instruct us to purchase a Retirement Income for you, you must also specify the particular type of annuity, in accordance with section 146 of the Act that you would like to receive as your Retirement Income and the name of the authorized company from which we are to purchase same. Any annuity so selected may have one or more of the features permitted by subsection 146(3), subparagraph 146(2)(b)(iii) and paragraph 146(2)(b.1) of the Act. However, any Retirement Income so acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than you or, after your death, your spouse or common-law partner. In addition, the total of the periodic payments in a year under an annuity after your death shall not exceed the total of the payments made in a year before your death. It is solely your responsibility to select a Retirement Income that complies with the Tax Laws.

If we do not receive your notice and instructions at least 60 days prior to December 31 of the calendar year in which your Retirement Income must begin, as required under the Act, we will sell the Plan Assets, subject to the requirements of the Tax Laws. If the amount of the Plan Proceeds exceeds \$10,000 (or such greater or lesser amounts as we may in our sole discretion determine), we will prior to the end of that year transfer the Plan Proceeds

to a RRIF for you and you hereby appoint us (and/or the Agent) as your attorney(s) in fact to execute all such documents and make elections as are necessary to establish the RRIF. You will be deemed (i) to have elected to use your age to determine the minimum amount payable under the RRIF according to the Tax Laws; (ii) not to have elected to designate your spouse or common-law partner to become the successor annuitant of the RRIF on your death; and (iii) not to have designated any beneficiary of the RRIF. We will administer such RRIF as trustee in accordance with the provisions of the Tax Laws. If the amount of the Plan Proceeds is less than \$10,000 (or such greater or lesser amount as we may in our sole discretion determine) we will deposit same, net of any required withholding, in a non-registered interest-bearing deposit account on your behalf and we will be entitled to collect administration fees directly from that account.

9. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, at any time before the commencement of a Retirement Income, request that we pay you all or any part of the Plan Assets. In order to make such payment, we may sell all or part of any of the investments, to the extent we deem appropriate. We will withhold any income taxes or other taxes and charges required on the withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of any sold Plan Assets or for any losses that may result from such sales.

10. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Tax Laws, to:

- (a) an RRSP or RRIF under which (i) you are the annuitant; or (ii) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership; or
- (b) a Registered Pension Plan (as defined in the Tax Laws) for your benefit.

Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may specify in writing which Plan Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.

11. **DESIGNATION OF BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries to receive the Plan Assets or Plan Proceeds on your death. You may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Plan under paragraph 12. If more than one form has been received by us, we will act on the one with the latest signature date.

12. **DEATH:** If you die before the Maturity Date, we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Plan Assets, or sell them and pay out the Plan Proceeds, to the designated beneficiary(ies) under the Plan. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made

by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.

13. **PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Maturity Date and acquiring a Retirement Income.

14. **DELEGATION:** You authorize us to delegate to Stone Investment Group Limited (the "Agent") the performance of certain of our duties, including the following:

- (i) registering the Plan with the Canada Revenue Agency;
 - (ii) receiving Contributions;
 - (iii) investing the Plan Assets in accordance with this declaration;
 - (iv) holding the Plan Assets in safekeeping, in its name or in the name of its nominee or custodian;
 - (v) maintaining your account and providing you with statements and notices;
 - (vi) receiving and implementing your notices and instructions;
 - (vii) collecting fees and expenses from you or the Plan;
 - (viii) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
 - (ix) issuing tax receipts and preparing and filing tax returns or forms relating to the Plan;
 - (x) withdrawing or transferring Plan Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Plan, the Tax Laws or other applicable legislation;
- and any other duties relating to the Plan as we may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with this declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraph 15 and 16 are also given to, and are for the benefit of, the Agent.

15. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Plan reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you 30 days' written notice of a change in the amount of any such fee. Subject to paragraph 17, we are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Plan. All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Plan Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

16. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on your instructions is or remains a "prohibited investment" for your Plan, as that term is defined in the Act.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Plan.

Subject to the express provisions of the Act and to paragraph 17 hereof, we will not be liable to you or the Plan for or in respect of any tax, penalty, interest, loss or

damages suffered or incurred by the Plan, you or any other person in connection with the Plan, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the Tax Laws or by any other government authority out of the Plan Assets. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

You, your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, you agree to personally pay the amount of the claim. The provisions of this paragraph 16 shall survive the termination of the Plan.

17. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act.

18. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Plan by giving you and the Agent 60 days' written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 60 days' written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Plan and will be reimbursed from the Plan Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality.

19. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as an RRSP under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

20. **NOTICE:** You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may

give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

21. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.

22. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Plan or the Plan Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

23. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.

24. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.

COMPUTERSHARE TRUST COMPANY OF CANADA

STONE INVESTMENT GROUP LIMITED SELF-DIRECTED RETIREMENT INCOME FUND DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Stone Investment Group Limited Self-Directed Retirement Income Fund (the "Fund") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"Agent" refers to the company named in paragraph 11;

"Common-law partner" has the meaning set forth in the Act;

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act;

"RRSP" means a registered retirement savings plan, as defined in the Act;

"Spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Computershare Trust Company of Canada;

"You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after your death, your spouse or common-law partner if they become the successor annuitant of the Fund as described in paragraph 8 hereof;

1. **REGISTRATION:** We will apply for registration of the Fund in accordance with the Tax Laws. The purpose of the Fund is to provide you with a Retirement Income in accordance with the Act.

2. **ACCEPTANCE OF PROPERTY INTO THE FUND:** We will accept into the Fund only cash and other property that is transferred in accordance with the Tax Laws, from:

- (a) an RRSP or RRIF under which you are the annuitant;
- (b) you, to the extent only that the property was an amount described in subparagraph 60(l)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse or common-law partner, or you were dependent upon him or her by reason of physical or mental infirmity);
- (c) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership;
- (d) a registered pension plan of which you are a member (as defined in subsection 147.1(1) of the Act), or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act; or
- (e) a specified pension plan in circumstances to which subsection 146(21) of the Act applies.

We will hold this property and any investments, income or gains therefrom (the "Fund Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws.

3. **INVESTMENTS:** We will hold, invest and sell the Fund Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash in a demand deposit account with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. The Fund will bear any taxes, penalties or related interest imposed on the Fund under the Tax Laws, subject to paragraph 14. If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular transferred property or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Fund.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Fund Assets.

4. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Fund Assets, all investment transactions and all payments from the Fund. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period. We will also send you by the end of February in each year a tax information slip showing the total amount of all payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income tax return.

5. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or

with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner with respect to the Fund Assets, including the right to vote or give proxies to vote in respect thereof or to sell assets to pay any assessments, taxes or charges imposed on the Fund by the Tax Laws, subject to paragraph 14. However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

6. **PAYMENTS:** Each calendar year, we will make one or more payments to you, totaling not less than the minimum amount as defined in subsection 146.3(1) of the Act. No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. The minimum amount for the year in which the Fund is established is zero, meaning you do not have to take payments if you do not want to. We will make payments to you in the amounts and at the times you direct us, as set out in your application form or in other acceptable directions, and you may change these directions. You may direct us to make payments which exceed the minimum amount for the year, in which case we must withhold tax from the excess. If you do not specify the amount to be paid or if the amount you specify is less than the minimum amount for a year, we will make payment(s) to you equaling at least the minimum amount. At the end of the year in which the last payment is made, an amount equal to the value of the Fund Assets must be paid out.

You may elect to have the minimum amount determined using your spouse's or common-law partner's age. To do so, you must complete the appropriate area on the application form before we make any payment to you out of the Fund.

It is solely your responsibility to ensure that there is sufficient cash in the Fund to make these payments. We will not be required to make any such payment in specie. If any Fund Assets must be sold to provide the required cash and we do not have your instructions as to which to sell, we will sell any of the Fund Assets that we, in our sole discretion, consider appropriate. We will not be liable for any loss that results from a sale.

No payment from the Fund may be assigned, in whole or in part.

We will not make any payments other than those described in paragraphs 6, 7 and 9 of this declaration. However, before making any such payment, we may charge against the Fund the amount of any taxes, penalties, interest, fees and expenses that are payable hereunder, under the Tax Laws or under other applicable laws.

7. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer all or part of the Fund Assets (net of any costs of realizations and of any property we must retain under the Tax Laws to ensure that the minimum amount may be paid to you in that year) to:

- (a) an RRIF under which you are the annuitant; or
- (b) an RRSP or RRIF under which your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which you are the annuitant, we will also transfer all information necessary for the continuance of the Fund. If only a portion of the Fund Assets is being transferred under this paragraph, you may specify in writing which Fund Assets you wish us to transfer

or sell; otherwise, we will transfer or sell the Fund Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. We will be discharged from all further duties and liabilities in respect of any Fund Assets so transferred.

8. **DESIGNATION OF SUCCESSOR ANNUITANT / BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries to receive an amount or amounts out of the Fund after your death, in accordance with one of the following:

- (a) Successor Annuitant: You may at any time elect that your spouse or common-law partner receives the payments under paragraph 6 after your death. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse or common-law partner after your death, if your legal personal representative requests this; or
- (b) Beneficiary of Lump Sum: You may designate one or more beneficiary(ies) to receive the Fund Assets or the proceeds thereof, less any applicable taxes and any fees or expenses payable under this declaration, in a lump sum payment.

You may make, change or revoke any such beneficiary designations by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Fund under paragraph 9. If more than one form has been received by us, we will act on the one with the latest signature date.

9. **DEATH:** In the event of your death, if you had not elected that your spouse or common-law partner become successor annuitant in accordance with paragraph 8(a) above (or you had so elected but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Fund Assets, or sell them and pay out the proceeds, to any other beneficiary(ies) designated in accordance with paragraph 8 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.

10. **PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of calculating your Retirement Income.

11. **DELEGATION:** You authorize us to delegate to Stone Investment Group Limited (the "Agent") the performance of certain of our duties, including the following:

- (i) receiving transfers of cash and other property into the Fund and accepting on our behalf your application;
- (ii) registering the Fund with the Canada Revenue Agency;
- (iii) investing the Fund Assets in accordance with this declaration;
- (iv) holding the Fund Assets in safekeeping, in its name or in the name of its nominee or custodian;
- (v) maintaining your account and providing you with statements and notices;
- (vi) receiving and implementing your notices and instructions;
- (vii) collecting fees and expenses from you or the Fund;
- (viii) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
- (ix) issuing tax information slips and preparing and filing tax returns or forms relating to the Fund;
- (x) withdrawing or transferring Fund Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Fund, the Tax Laws or other applicable legislation;

and any other duties relating to the Fund as we may determine appropriate from time to time. We, however, will bear ultimate responsibility for the administration of the Fund in accordance with this declaration and the Tax Laws. You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraphs 12 and 13 are also given to, and are for the benefit of, the Agent.

12. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Fund reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you 30 days' written notice of a change in the amount of any such fee. Subject to paragraph 14, we are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Fund. All amounts so payable will be charged against and deducted from the Fund Assets, unless you make other arrangements with us. If the cash in the Fund is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Fund Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

13. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on your instructions is or remains a "prohibited investment" for your Fund, as that term is defined in the Act.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When the Fund is terminated and all of the Fund Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Fund.

We will not be liable to you or the Fund for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Fund, you or any other person in connection with the Fund, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Fund, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charge imposed upon us under the Tax Laws or by any other government authority, out of the Fund Assets, subject to paragraph 14. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Fund or the Fund Assets ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Agent in its personal capacity.

You, your heirs and legal personal representatives shall at all times indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Fund. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Fund Assets. If the Fund Assets are insufficient to cover the claim,

or if the claim is made after the Fund has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this paragraph 13 shall survive the termination of the Fund.

14. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on you or the Fund, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Fund under the Act

15. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Fund by giving you and the Agent 60 days' written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 60 days' written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Fund and will be reimbursed from the Fund Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Fund without further act or formality.

In the event of a change of trustee, we will transfer the Fund Assets to the Successor Trustee within 30 days' after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 7 hereof, including the retention of any property necessary to ensure payment to you that year of the minimum amount.

16. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Fund as a RRIF under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

17. **NOTICE:** You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

18. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.

19. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Fund or the Fund Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

20. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.

21. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your

application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Fund, and manage your Fund and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.

COMPUTERSHARE TRUST COMPANY OF CANADA

PRE-AUTHORIZED CHEQUING AGREEMENT TERMS AND CONDITIONS

By signing this form, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.

You authorize Stone Investment Group Limited c/o CIBC Mellon to debit the bank account for the amount(s) that you have indicated, and in the frequency that you have specified on this application form.

If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.

You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have read and agreed to these terms and signed this application form.

You may change these instructions or cancel this plan at anytime, provided that Stone Investment Group Limited receives notice, by phone or by mail, at least 3 business days prior to the next pre-authorized debit run date. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca. You agree to release the financial institution and Stone Investment Group Limited of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution or Stone Investment Group Limited.

Stone Investment Group Limited is authorized to accept changes to this agreement from my registered dealer or my financial advisor in accordance with the policies of that company, in accordance with the disclosure and authorization requirements of the CPA.

You agree that the information in this form will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.

You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.

You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documents afférant soient rédigés en anglais.





Sleep well.

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