CAMBRIAN CREDIT UNION
TAX-FREE SAVINGS ACCOUNT
DECLARATION OF TRUST

We, Concentra Trust, hereby declare that we accept the trust created between us and the Holder when the Application was signed, upon the following terms:

1. Definitions

The following definitions apply:

"Agent" - Cambrian Credit Union.

"Contribution" - Any amount paid or Qualified Investment deposited into your Tax-Free Savings Account (TFSA) by you.

"Holder" - As defined by the *Income Tax Act,* until your death, is you, and, at and after your death, your Survivor, if the Survivor acquires all of your rights as the holder under this TFSA, including the unconditional right to revoke any beneficiary designation made, or similar direction imposed, by you under the TFSA or relating to property held in connection with the TFSA.

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

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

"Survivor" - Of an individual means another individual who is, immediately before the individual's death, a spouse or common-law partner of the individual.

"TFSA" - The Cambrian Credit Union Tax-Free Savings Account consisting of the Application and this Declaration of Trust.

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

2. Registration

We will file an election to register this arrangement as a TFSA under the *Income Tax Act*. If registered, this TFSA will be a "qualifying arrangement" as that term is defined in subsection 146.2(1) of the *Income Tax Act*. However, the arrangement will not be considered a qualifying arrangement unless the Holder is at least 18 years of age at the time the arrangement is entered into.

3. Contributions

We will only accept Contributions made by you and we will hold all Contributions made to your TFSA, and any income earned on these Contributions, as outlined in this Declaration of Trust and as required by the *Income Tax Act.*

4. Withdrawal of Contributions

Upon receipt of your application in writing (or in such other manner as may be acceptable to the Trustee), we will refund to you the amount determined in accordance with paragraph 146.2(2)(d) of the *Income Tax Act.*

You are permitted to make withdrawals ("distribution(s)") from the TFSA at any time; however, you may be restricted due to the conditions imposed by terms of the investments held in your TFSA.

5. Record Keeping

We will record the details of all Contributions to your TFSA, their investment, and of all payments from your TFSA. We will supply you with a statement of these details at least annually. We will complete the regulatory reporting as required by the *Income Tax Act.*

6. Investment

All Contributions made to your TFSA and all income earned on these Contributions will be deposited or invested with our 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 TFSA holds a non-Qualified Investment; however, you are also responsible for ensuring that the investments held in your TFSA 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 TFSA holds a non-Qualified Investment, the Trustee may, at its sole discretion, withdraw such non-Qualified Investment from the TFSA *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 TFSA do not at any time include a Prohibited Investment.

In the event the TFSA acquires an investment that is a non-Qualified Investment or if property held in the TFSA 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*.

7. Transfers

At your direction, we will transfer all investments held in your TFSA, or such portion as you direct, to another TFSA registered in your name, or in the name of your Spouse, or former Spouse, pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your Spouse or former Spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership. Any transfer is subject to the terms of the investments under the TFSA, and compliance with all requirements under the *Income Tax Act*. We may, at our discretion, charge a fee for each transfer out of the TFSA.

8. Successor Holder Election

In those provinces where the law so permits, you may elect to have your surviving Spouse become the holder of your TFSA after your death.

9. Beneficiary Designation

You may designate a beneficiary, in those provinces where the law so permits, to receive the remaining proceeds of your TFSA in the event of your death while your TFSA continues to exist and where your Spouse did not become entitled to all future rights under the TFSA as permitted under Clause 8. Details of our requirements for making, changing or revoking such a designation are available from the offices of the Agent. 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 TFSA 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 holder of your TFSA, as provided for by Clause 8, we will, once we have received the documentation we require, pay the TFSA 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 TFSA 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

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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 proceeds of your TFSA will be paid or transferred as a single payment, less required income tax deductions, to your estate. When we have made the payment of the TFSA proceeds to your designated beneficiary or to your estate, we will be considered as fully discharged from any further liability with respect to your TFSA.

11. Your Responsibilities

It is your responsibility to ensure that:

a. the Contributions to the TFSA do not exceed the allowable maximum under the *Income Tax Act*;
b. the Holder residency requirement is met at each particular time a Contribution is made to the TFSA;
c. all assets acquired by your TFSA are and continue to be Qualified Investments;
d. all assets acquired by your TFSA do not at any time include Prohibited Investments;
e. 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
f. your birthdate and social insurance number as recorded on your application are accurate.

12. No Advantage

No advantage, as defined under subsection 207.01(1) of the *Income Tax Act*, that is conditional in any way on the existence of the TFSA may be extended to you or 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 TFSA 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*, your TFSA will be considered to have been amended to conform to such changes effective the date such changes come into force.

Your TFSA will comply with the prescribed conditions under the *Income Tax Act.*

14. Notices

Any notices given to us by you under this TFSA 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 TFSA 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 TFSA except due to our negligence or wrongful act. The Trustee may, without your instructions, apply any cash held in the TFSA for the payment of fees or expenses or taxes, interest, penalties or charges ("**Liabilities**") levied or imposed on the TFSA 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 TFSA or amounts the Trustee has paid on behalf of the TFSA and is entitled, pursuant to the *Income Tax Act,* to recover from the TFSA). Where there is insufficient cash, the Trustee may, in its sole discretion, liquidate all or a portion of the TFSA 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 TFSA, to the extent permitted by applicable law.

16. TFSA Trust Borrowing Prohibited

This TFSA is a trust arrangement and the trust is prohibited from borrowing money or other property for the purpose of this TFSA.

17. Use of TFSA As Security for a Loan

You may not use your interest or, for civil law, right in the TFSA as security for a loan or other indebtedness unless agreed by us in writing. If agreed to, then:

a. the terms and conditions of the indebtedness must be those which persons dealing at arm's length with each other would have entered into;
b. it must be reasonable to conclude that none of the main purposes for such use is to enable a person (other than you) or a partnership to benefit from the exemption from tax provided by the TFSA; and
c. to the extent that the provisions of the second paragraph of Clause 4, Clause 7 and Clause 19 hereof are inconsistent with using an interest or right in the TFSA as security for a loan or other indebtedness, they will not apply.

18. 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 TFSA 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 TFSA. 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 TFSA in order to realize sufficient monies for the payment of the above fees and expenses and to withdraw payment from the assets of the TFSA without seeking your prior approval or instruction.

19. Other Conditions

We shall maintain this TFSA for the exclusive benefit of you and while you are the Holder under your TFSA, no one other than you or us shall have rights to the TFSA relating to the amount and timing of distributions and the investment of funds.

20. Resignation 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 TFSA 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 TFSA. We will give the successor trustee all the information necessary for the continued administration of the TFSA. 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 TFSA.

21. Application for Advice and Direction

If there is a disagreement or dispute over the entitlement to the TFSA proceeds on your death, upon your relationship breakdown with your Spouse or former Spouse, or on the enforcement of any legal demand or claim against the TFSA assets, or if we, after reasonable efforts, are unable to locate you or obtain your instructions in connection with any aspect of this TFSA, the Trustee,

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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 TFSA proceeds into court. The Trustee is entitled to recover all of its legal fees and disbursements that it incurs in this regard from the TFSA.

22. Ultimate Responsibility

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

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