

New Registered Plan Agreements

Now that Coast Capital Savings is a federally regulated credit union, we are required by the *Bank Act* to retire from our role as trustee for registered accounts including Registered Retirement Savings Plans (RRSP), Registered Retirement Income Funds (RRIF) and Tax Free Savings Accounts (TFSA), and adopt the role of depositary.

This document contains the new agreements for Registered Retirement Savings Plans (RRSP), Registered Retirement Income Funds (RRIF) and Tax Free Savings Accounts (TFSA) which come into effect in September 2020.

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COAST CAPITAL SAVINGS FEDERAL CREDIT UNION RETIREMENT INCOME FUND AGREEMENT

Coast Capital Savings Federal Credit Union, a credit union [continued under the laws of Canada,] having its Head Office in the City of Surrey (hereinafter referred to as the "Depository") hereby agrees to act as the carrier of a Retirement Income Fund for the applicant (hereinafter referred to as the "Annuitant") upon the following terms and conditions:

1. Defined Terms

"**Annuitant**" means the applicant ("annuitant") for the purposes of the Income Tax Act (Canada) who has executed the Application and, after his or her death, the surviving Spouse who meets the requirements described in the definition of the term "annuitant" under subsection 146.3(1) of the Income Tax Act (Canada). A surviving Spouse who meets such requirements conditions becomes the new Annuitant of the Fund and is referred to below as the "Successor Annuitant".

"**Application**" means the duly completed and signed application form that is attached to and forms part of this Retirement Income Fund Agreement.

"**Applicable Tax Laws**" means the Income Tax Act (Canada) and the taxation legislation of the province or territory in which the Annuitant resides, and regulations thereunder

"**Carrier**" as that term is defined in subsection 146.3(1) of the Income Tax Act (Canada), includes a person licensed or otherwise authorized under the laws of Canada or a province to issue retirement income funds.

"**Deposit**" means an amount held pursuant to an instrument evidencing the deposit of such amount with the Depository for the Fund.

"**Depository**" means Coast Capital Savings Federal Credit Union in its capacity as the issuer of the Fund for the purposes of the Income Tax Act (Canada) or any successor thereof duly qualified and appointed in such capacity pursuant to the provisions of the terms of this Retirement Income Fund Agreement, and except where inconsistent with the context, includes any duly appointed officer, employee or agent of any such Depository when such officer, employee or agent is acting solely in its capacity as such.

"**Designated Beneficiary**" means any person designated as such by the Annuitant by any effective designation of beneficiary delivered with the Application, or by any subsequent effective designation of beneficiary.

"**Distributions Received**" means all dividends, interest and other distributions received by the Depository in respect of the Investments.

"**Fund**" means the Retirement Income Fund established pursuant to this Retirement Income Fund Agreement for and on behalf of the Annuitant.

"**Fund Assets**" at any time, means the aggregate of uninvested money, Deposits, uninvested Distributions Received held at such time by the Depository for the Fund.

"**Minimum Amount**", in respect of the year in which the Fund was established, and in respect of each subsequent year has the meaning ascribed thereto in subsection 146.3(1) of the Income Tax Act (Canada); provided that if an election is made by the Annuitant to base such amount on the age of the Annuitant's Spouse, such election is thereafter binding and cannot be changed, revoked or amended notwithstanding the death of the Spouse, the separation or divorce of the Annuitant and such Spouse or any other matter whatsoever.

"**Retirement Income Fund Agreement**" means, collectively, the Application, these provisions, and any additions and amendments made hereto from time to time.

"**Retirement Income Payments**" means the payments, in the amounts and at the time determined in accordance with the provisions of Clause 6 hereof and the payment selection designated on the Application, to be made to the Annuitant and, where the Annuitant so elects, to the Annuitant's Spouse after the Annuitant's death, which payments are not assignable in whole or in part and otherwise comply with Applicable Tax Laws.

"**Spouse**" has the same meaning as recognized under the Income Tax Act (Canada) and includes the term "common-law partner" as it is described in subsection 248(1) of the Income Tax Act (Canada). Notwithstanding anything to the contrary in this Retirement Income Fund Agreement, "spouse" shall not include any person who is not recognized as a spouse or common law partner for the purposes of any provision of the Income Tax Act Canada respecting retirement income funds.

"**Transferred Property**" means any funds caused by the Annuitant to be transferred to the Depository for the Fund in accordance with the provisions of Clause 5 hereof.

"**Year**" means a calendar year commencing (a) in the first year of the Fund on the later of the date of acceptance of the Application by the Depository and the date of first receipt by the Depository of Fund Assets, and (b) in all subsequent years on January 1, and ending on December 31 in each year.

2. Registration Under and Compliance with Applicable Tax Laws

The Depository shall apply for registration of the Fund in accordance with the Applicable Tax Laws. The Fund shall at all times comply with all the relevant provisions of the Applicable Tax Laws with respect to the registration of retirement income funds.

3. Fund Account and Information Returns

- (1) An account shall be maintained by the Depository in the name of the Annuitant in which shall be recorded, with appropriate dates:
 - a) particulars of Transferred Property,
 - b) the description of Deposits held for the Annuitant under the Fund,
 - c) Distributions Received, and
 - d) any uninvested cash held for the Fund.
- (2) The Depository shall make all information returns with respect to the Fund required under Applicable Tax Laws.

4. Receipts and Statements

- a) The Depository shall cause a written confirmation of transactions to be sent to the Annuitant in respect of each purchase, sale or redemption of a Deposit.
- b) At least annually, and at the time of a payment or transfer pursuant to paragraph 6(1)(a), the Depository shall issue a written statement of the Fund account to be sent to the Annuitant.

5. Fund Assets and Transferred Property

- (1) Fund Assets shall be held by the Depository. The Depository shall receive property as consideration into the Fund that is properly transferred, pursuant to Applicable Tax Laws, from any source permitted under Applicable Tax Laws, including from:
 - a) a registered retirement savings plan under which the Annuitant is the annuitant;
 - b) another registered retirement income fund under which the Annuitant is the annuitant;
 - c) the Annuitant, only to the extent that the amount was an amount described in sub-paragraph 60(1)(v) of the Income Tax Act (Canada);
 - d) a registered retirement income fund or registered retirement savings plan of the Annuitant's Spouse or former Spouse pursuant to a decree, order or judgment of a competent tribunal or written separation agreement, relating to a division of property between the Annuitant and the Annuitant's Spouse or former Spouse in settlements of rights arising out of their marriage or their conjugal relationship, on or after the breakdown of their marriage or common-law partnership;
 - e) a deferred profit sharing plan in accordance with subsection 147(19) of the Income Tax Act (Canada);
 - f) a registered pension plan of which the individual is a member (within the meaning assigned by subsection 147.1(1) of the Income Tax Act (Canada));
 - g) a registered pension plan in accordance with subsections 147.3(5) or (7), of the Income Tax Act (Canada);
 - h) a specified pension plan in circumstances to which subsection 146(21) of the Income Tax Act (Canada) applies; or
 - i) a pooled registered pension plan in accordance with subsection 147.5(21) of the Income Tax Act (Canada)
- (2) All transfers of property shall be in cash and shall be transferred directly to the Depository. The Depository shall have no obligation to accept property other than cash.

6. Payments out of the Fund

- (1) Fund Assets shall not be paid or transferred from the Fund, except,
 - a) for the provision of Retirement Income Payments to the Annuitant and, if the Annuitant has so elected and the Annuitant's Spouse has not waived entitlement or become disentitled under any applicable law by reason of separation, divorce, annulment of marriage (or in the case of an unmarried spouse, cessation of the conjugal relationship), to the Annuitant's Spouse after the Annuitant's death as follows: in each year, commencing not later than the first year after the Fund is established, the Depository shall make one or more Retirement Income Payments the aggregate of which is not less than the Minimum Amount for such year, but the amount of any such Retirement Income Payment shall not exceed the value of the Fund Assets immediately before the time of such payment;
 - b) if the Annuitant instructs the Depository to transfer Fund Assets on behalf of the Annuitant to another registered retirement income fund under which the Annuitant is the annuitant, or a registered retirement income fund or a registered retirement savings plan under which the Annuitant's Spouse or a former Spouse of the Annuitant, where the Annuitant and such Spouse or former Spouse are living separate and apart under circumstances specified in the Applicable Tax Laws; or any other trust, contract or policy at the time permitted under the Applicable Tax Laws;
 - c) in payment made pursuant to the provisions of Clause 7 hereof; or
 - d) where required by law, as confirmed by opinion of legal counsel to the Depository pursuant to Clause 9 hereof, in payment or satisfaction of an amount for the account of the Annuitant.
- (2) Payments made from the Fund may not be assigned in whole or in part.
- (3) Where the Annuitant, at any time, directs that Depository to transfer all or part of Fund Assets held in connection with the Fund, or an amount equal to its value at that time, to any person who has agreed to be a Carrier of another registered retirement income fund, the Depository shall retain an amount in accordance with the requirements of paragraphs 146.3(2)(e.1) of the Income Tax Act (Canada), as applicable.
- (4) The Depository shall withhold and remit all amounts required under the Income Tax Act (Canada).

7. Payment Upon Annuitant's Death

The Annuitant may, subject to applicable law, designate a beneficiary or beneficiaries to receive the Annuitant's interest in the Fund on the Annuitant's death if such beneficiaries survive the Annuitant. The Annuitant may revoke any such designation in the manner permitted by law.

If the Annuitant dies prior to the making of the final Retirement Income Payment, the Depository shall, upon receipt by the Depository of documents satisfactory to the Depository establishing the death of the Annuitant and the authority of the Annuitant's legal personal representative, together with a release and such other documents in form satisfactory to the Depository as it may reasonably require, after deducting all proper charges, expenses and liabilities of the Fund including any income tax it must withhold, the Depository shall provide to the Annuitant's legal personal representative a statement as of

the date of the Annuitant's death containing the information required in a statement as required in Clause 4 and shall pay or transfer the net Fund Assets to the Annuitant's legal personal representative as a lump sum payment unless otherwise permitted by the Income Tax Act (Canada); provided that if there is a Designated Beneficiary of the Fund the Depository may pay or transfer the net Fund Assets to such Designated Beneficiary as a lump sum payment unless otherwise permitted by the Income Tax Act (Canada).

The Depository shall be discharged upon the payment or transfer of the net Fund Assets, in accordance with this Clause, to the legal personal representative or the Designated Beneficiary.

Notwithstanding the foregoing, where the Annuitant has, in accordance with applicable law, including Applicable Tax Laws, elected to designate a Successor Annuitant, upon the death of the Annuitant, the Successor Annuitant shall become the new annuitant of the Fund and continue to receive the payments provided for herein, subject to the receipt by the Depository of documents satisfactory to the Depository to establish the death of the Annuitant and the entitlement of the Successor Annuitant to receive such payments.

8. Amount and Frequency of Payments out of Fund

The amount and frequency of the Retirement Income Payments referred to in paragraph 6(1)(a) in respect of any year shall be as specified in writing by the Annuitant on the Application or on such other form as is acceptable to the Depository. Each year, the Annuitant shall give the Depository written advice setting the amount of the Retirement Income Payments to be made in the year. The Annuitant may change the amount and frequency of the said Retirement Income Payments or request additional Retirement Income Payments by instructing the Depository in writing in such form as is acceptable to the Depository. If the Annuitant does not provide written advice setting the Retirement Income Payments to be made in a year, the Annuitant will be deemed to have set;

- a) the same amount as was set or deemed set in respect of the preceding year, or
 - b) if there was no preceding year of the Fund, the Minimum Amount.
- (2) If the Retirement Income Payments set or deemed set for a year by the Annuitant are less than the Minimum Amount for such year, the Depository shall make such Retirement Income Payments as it deems necessary so that the Minimum Amount for that year is paid to the Annuitant. The Depository may take such action, including redeeming any Deposit in whole or in part, as discretion deems appropriate for the purpose of providing the required cash to make such Retirement Income Payments. The Depository may impose any other reasonable requirements and conditions in respect of the foregoing.

9. Depository's use of Professionals

The Depository may employ or engage, pay for the services and expenses of, and rely and act on information or advice received from brokers, advisors, lawyers, accountants and others and shall not be responsible or liable for the acts or omissions of any such persons. To the extent any such services are for the sole, direct benefit of the Annuitant or the Fund, the Depository shall be entitled to reimbursement of the reasonable costs of such services. In the event any claim or demand is made by any person, or by any federal or provincial authority, for delivery of or payment from the Fund Assets, the Depository shall notify the Annuitant of such claim or demand. If the Annuitant does not provide written notice to the Depository instructing the Depository to make delivery or payment in accordance with such claim or demand, the Depository shall engage legal counsel to provide an opinion as to whether such delivery or payment is required by law, and in so doing shall be acting for the sole benefit of the Annuitant or the Fund, even if the opinion provided by such legal counsel shall be contrary to the requirements or instructions of the Annuitant.

10. Depository's Liability

- (1) The Depository and its officers, employees and agents shall not be liable for loss or diminution of the Annuitant's interest in the Fund except due to acts of negligence or wilful misconduct and shall be indemnified by the Annuitant from and against all expenses, liabilities, claims and demands arising out of the holding of the Deposits and other Fund Assets, as well as taxes, assessments and charges levied by any governmental authority prior to paying the same unless required by the Income Tax Act (Canada); and delivery or release of Fund Assets in accordance with the provisions of this Retirement Income Fund Agreement, provided that the Depository may comply with the provisions of any applicable law, regulation or order now or hereafter in force which purports to impose on the holder of any of the Fund Assets a duty to take or refrain from taking any action in connection with any Fund Assets.
- (2) The Depository shall have no liability for any loss or penalty resulting from any act done by it in reasonable reliance upon the authority of the Annuitant, or the legal personal representative of the Annuitant.

11. Depository's Use of Agents

The Depository has general authority and power to appoint one or more agents to perform any of the Depository's obligations hereunder, provided that no such appointment shall in any manner diminish the liability of the Depository for performance of such obligations. The fees of any such agent for the performance of services delegated to it shall be borne by the Depository. The Depository acknowledges and confirms that the ultimate responsibility for administration of the Fund will remain with the Depository.

12. Depository has no Right of Offset or Loan

The Depository has no right of offset regarding the Fund Assets or Retirement Income Payments in connection with any debt or obligation owing to the Depository, and the Fund Assets or Retirement Income Payments shall not be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of making those payments provided for in paragraph 6(1).

13. Fees

The Depository may establish a schedule of fees and services charges related to the operation of the Fund and may, at its sole discretion, adjust and amend such fee schedule after providing the Annuitant not less than thirty (30) days written notice. The Depository may charge to, and deduct from, the Fund in payment of such fees and service charges. In lieu of fees payable from the Fund, the Depository may charge fees directly to the Annuitant.

14. Amendments

Notwithstanding anything herein before contained, the terms and provisions of this Retirement Income Fund Agreement may be amended by the Depository, at its discretion, at any time and from time to time, provided that any such amendments are approved by the Canada Revenue Agency and provided further that such amendments will not disqualify the Fund as a Retirement Income Fund for the purposes for the Applicable Tax Laws.

15. Annuitant's Information

- (1) The Annuitant's date of birth and social insurance numbers of the Annuitant and the Annuitant's Spouse as contained in the Application shall be deemed to be a certification thereof and an undertaking by the Annuitant to provide any further evidence of proof thereof as may be required by the Depository.
- (2) It is the Annuitant's responsibility to notify the Depository in writing of any change of address.

16. No Benefit

No benefit or loan that is conditional in any way on the existence of this Fund may be extended to the Annuitant or to a person with whom the Annuitant does not deal at arm's length, other than those advantages or benefits which may be Permitted from time to time under Applicable Tax Laws.

17. Notice

Any notice required or permitted to be given by the Depository to the Annuitant shall be valid and effective if sent by personal delivery, transmittal by telecopy or other electronic means of communication addressed to the Annuitant at the Annuitant's address set out in the Annuitant's Application for the Fund, or such other address the Annuitant may in writing advise the Depository, and shall be deemed received on the second business day following the day of mailing.

18. Contributions from Pension Plans

Notwithstanding any other provisions herein, if, as a condition of receiving a transfer to the Fund from a pension or superannuation fund or plan, the Depository is required to enter into any agreement with the Annuitant to provide limitations upon withdrawals from funds so transferred to the Fund, transfers to other issuers and/or the earliest date upon which a retirement income may commence, the rights and responsibilities of the Annuitant and the Depository hereunder shall be modified accordingly.

19. General

- a) Words importing the singular number only shall include the plural and vice versa unless the context clearly indicates to the contrary.
- b) The Fund and Retirement Income Fund Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada in force in British Columbia.
- c) This Retirement Income Fund Agreement shall enure to the benefit of and be binding upon the Annuitant, and the Annuitant's heirs, executors, administrators and assigns and upon the successors and assigns of the Depository.
- d) The effective date of this Retirement Income Fund Agreement is the date set forth in the Application for the Fund.
- e) If any provision of this Retirement Income Fund Agreement shall to any extent be or become invalid or unenforceable, such provision, to such extent, shall be considered separate and severable from this Retirement Income Fund Agreement, and the remainder of this Retirement Income Fund Agreement shall not be affected and shall be valid and enforceable.

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION RETIREMENT SAVINGS PLAN AGREEMENT

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION, a credit union [continued under the laws of Canada,] having its Head Office in the City of Surrey (hereinafter referred to as the "Depository") hereby agrees to act as Depository for the applicant (hereinafter referred to as the "Annuitant") upon the following terms and conditions:

1. Defined Terms:

"**Annuitant**" means the applicant ("annuitant" for the purposes of the Income Tax Act (Canada)) who has executed the Application.

"**Application**" means the duly completed and signed application form.

"**Applicable Tax Laws**" means the Income Tax Act (Canada) and the taxation legislation of the province or territory in which the Annuitant resides.

"**Deposit**" means any deposit product made available by the Depository for retirement savings plan which has been selected by the Annuitant as an investment for the Plan.

"**Depository**" means Coast Capital Savings Federal Credit Union in its capacity as the issuer of the Plan for the purposes of the Income Tax Act (Canada) or any successor thereof duly qualified and appointed in such capacity pursuant to the provisions of the terms of this Retirement Savings Plan Agreement, and except where inconsistent with the context, includes any duly appointed officer, employee or agent of any such Depository when such officer, employee or agent is acting solely in its capacity as such.

"**Designated Beneficiary**" means any person designated as such by the Annuitant by any effective designation of beneficiary delivered with the Application, or by any subsequent effective designation of beneficiary.

"**Distributions Received**" means all interest and other distributions received by the Depository in respect of the Deposits.

"**Plan**" means the retirement savings plan established pursuant to this Retirement Savings Plan Agreement for and on behalf of the Annuitant.

"**Plan Assets**" at any time, means the aggregate of uninvested money, Deposits and uninvested Distributions Received held by the Depository under the Plan.

"**Retirement Savings Plan Agreement**" means, collectively, these provisions, and any additions and amendments made hereto from time to time.

"**Spouse**" includes the term "common-law partner" as defined in subsection 248(1) of the Income Tax Act (Canada).

"**Year**" means a calendar year commencing (a) in the first year of the Plan on the later of the date of acceptance of the Application by the Depository and the date of first receipt by the Depository of Plan Assets, and (b) in all subsequent years on January 1, and ending on December 31 in each year.

2. Registration and Compliance with Applicable Tax Laws:

The Depository shall apply on behalf of the Annuitant for the registration of the Plan as a Registered Retirement Savings Plan pursuant to Section 146 of the Income Tax Act (Canada) and amendments and regulations thereto. The Plan shall, at all times, comply with all the relevant provisions of the Applicable Tax Laws.

3. Accounts:

The Depository shall establish and maintain an account in respect of the Plan for the Annuitant wherein shall be recorded all contributions received by the Depository under the Plan, the Deposits held for the Annuitant under the Plan and the income earned, from time to time, from such Deposits.

The Depository shall make all information returns with respect to the Plan required under the Applicable Tax Laws.

4. Receipts and Statements:

The Depository shall cause a written confirmation of transactions to be sent to the Annuitant in respect of each purchase, sale or redemption of a Deposit.

At least annually, and at the time of a payment or transfer of Plan Assets, the Depository shall issue a written statement of the Plan account to be sent to the Annuitant.

5. Contributions: The Depository shall accept such payment of cash as may be made by the Annuitant or the Annuitant's spouse from time to time, to be held, used and invested by the Depository subject to the terms and provisions of this Retirement Savings Plan Agreement, and under no circumstances or conditions shall the Depository do anything which would operate to deprive the Plan of its status as a Registered Retirement Savings Plan under the Income Tax Act (Canada). No contribution shall be paid hereunder after the maturity of the Plan.

6. Excess Contributions: The Depository shall, upon written application by the Annuitant, in a form acceptable to the Depository, provide for payment of an amount to a taxpayer to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada) by the taxpayer.

7. Benefits:

(1) The Plan does not provide for the payment of any benefits before maturity except:

- a) a refund of premiums,
- b) a payment to the Annuitant.

(2) The Plan does not provide for the payment of any benefits after maturity except:

- a) by way of retirement income to the Annuitant,
- b) to the Annuitant in full or partial commutation of retirement income fund under the plan,
- c) in respect of a commutation referred to in Paragraph 146(2)(c.2) of the Income Tax Act (Canada).

8. Annuitant's Birth Date: The statement of the Annuitant's age as contained in this application to participate in the Plan shall be deemed to be a certification by the Annuitant of such age and an undertaking by the Annuitant to provide any further evidence or proof of age that may be required when an annuity is purchased.

9. Maturity and Retirement Income:

(1) Payments must begin no later than December 31 of the year in which the Annuitant reaches 71 years of age, or any other such date that may be required under the Income Tax Act (Canada). The Depository shall, upon written direction of the Annuitant, purchase a retirement income on behalf of the Annuitant with the funds held in the Plan. If the Annuitant has not notified the Depository at least forty-five (45) days prior to the end of the year as required by the Income Tax Act (Canada), the Depository may, in its sole discretion, purchase a retirement income for the Annuitant with the funds in the Annuitant's Plan.

The Annuitant shall be entitled to specify the retirement income underwriter, provided that if the Annuitant shall not specify the underwriter, the Depository may, at its discretion, select the underwriter. Any retirement income purchased under the provisions of this Article shall comply with all the provisions of the Income Tax Act (Canada) respecting retirement income, including the requirement that such a contract:

- a) may provide that any payment thereunder to the Annuitant (or the spouse of the Annuitant as designated beneficiary entitled to the payment thereunder after the death of the Annuitant) may be commuted in whole or in part,
- b) shall provide that if a person other than the Annuitant's spouse becomes entitled to payments thereunder after the death of the Annuitant, such payments shall be commuted upon becoming so payable and shall be paid in one lump sum,
- c) shall not provide retirement income for the Annuitant (or the Annuitant's spouse if so entitled after the Annuitant's death) except by way of equal annual or more frequent payments until such time as there is a payment in full or partial commutation of the retirement income and where such commutation is partial, equal annual or more frequent payments thereafter,
- d) shall not provide for periodic payments in a year under an annuity after the death of the Annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death,
- e) shall not provide for the payment of any premium after maturity; and
- f) shall provide that no payments of retirement income may be assigned in whole or in part.

(2) Provided that in the event that the proceeds of the Annuitant's share of the Plan are not sufficient to purchase a retirement income, which said amount will be determined from time to time by the Depository, the proceeds of the Annuitant's share of the Plan may, at the option of the Depository, be paid to the Annuitant in cash (less all proper charges, including any applicable taxes).

10. Transfer of Funds: Notwithstanding any other provision hereof, this Plan may at any time be revised or amended to provide for the payment or transfer of Plan Assets before the maturity of the Plan on behalf of the Annuitant under the Plan by the Depository:

- a) to a registered pension plan for the benefit of the Annuitant or to a registered retirement savings plan or registered retirement income fund under which the Annuitant is the annuitant, or
- b) to a registered retirement savings plan or registered retirement income fund under which the spouse or former spouse of the transferor is the annuitant, where the transferor and the transferor's spouse or former spouse are living separate and apart and the payment or transfer is made pursuant to a decree, order of judgement of a competent tribunal, or a written separation agreement, relating to the division of property between the transferor and the transferor's spouse or former spouse in settlement of rights arising out of their marriage or other conjugal relationship, on or after the breakdown of the marriage or other relationship.

11. Death of the Annuitant: The Annuitant may designate a beneficiary or beneficiaries to receive the Annuitant's interest in the Plan on the Annuitant's death if such beneficiaries survive the Annuitant. The Annuitant may revoke any such designation in the manner permitted by law.

If the Annuitant dies prior to the Plan reaching maturity, the Depository shall, upon receipt by the Depository of documents satisfactory to the Depository establishing the death of the Annuitant and the authority of the Annuitant's legal personal representative, together with a release and such other documents in form satisfactory to the Depository as it may reasonably require, after deducting all proper charges, expenses and liabilities of the Plan including any income tax it must withhold, the Depository shall provide to the Annuitant's legal personal representative a statement as of the date of the Annuitant's death containing the information required in a statement as required in Clause 4 and shall pay or transfer the net Plan Assets to the Annuitant's legal personal representative as a lump sum payment unless otherwise permitted by the Income Tax Act (Canada); provided that if there is a Designated Beneficiary of the Plan the Depository may pay or transfer the net Plan Assets to such Designated Beneficiary as a lump sum payment unless otherwise permitted by the Income Tax Act (Canada). The Depository shall have no further obligations under this Retirement Savings Plan Agreement upon the payment or transfer of the net Plan Assets, in accordance with this Clause, to the legal personal representative or the Designated Beneficiary.

12. Designation of a Beneficiary: If the Annuitant is domiciled in any jurisdiction in which a participant in a retirement savings plan may validly designate a beneficiary other than by Will, the Annuitant may, by instrument in writing in form and execution satisfactory to the Depository and delivered to the Depository prior to the death of the Annuitant, designate a person to be entitled to receive the net amount of the Plan payable under the provisions of Clause 11. The person so designated by the Annuitant shall be deemed to be the Designated Beneficiary of the Annuitant unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form and execution satisfactory to the Depository and delivered to the Depository prior to the death of the Annuitant, revoke such designation.

13. No Right of Offset or Loan: The Depository has no right of offset as regards the funds held under the Plan in connection with any debt or obligation owing to the Depository, and the Plan Assets cannot be pledged, assigned or in any way alienated as security for a loan or for any purpose other than that of providing for the Annuitant, commencing at maturity, a retirement income.

14. Advantage: Where an "advantage", as defined in subsection 207.01(1) of the Income Tax Act (Canada), in relation to a Plan is extended to, or is received or receivable by, the Annuitant or any other person who does not deal at arm's length with the Annuitant, the Annuitant shall be responsible for paying a tax under section 207.05 of the Income Tax Act (Canada), unless the advantage is extended by the Depository.

15. Annuitant's Responsibility:

- a) It is the Annuitant's responsibility to ensure that contributions made under the Plan do not exceed the maximum amount deductible under the Income Tax Act (Canada). Nothing herein contained shall create or imply any obligation upon the Depository to determine or advise the Annuitant with respect to the maximum amount permitted to be contributed as aforesaid.
- b) It is the Annuitant's sole responsibility to designate whether a deposit to the Plan constitutes a repayment to the Home Buyer's Plan as defined by Subsection 146.01(3) of the Income Tax Act (Canada).
- c) It is the Annuitant's responsibility to notify the Depository in writing of any change of address of the Annuitant so that at all times the Depository has the current address of the Annuitant.

16. Depository's Liability:

(1) The Depository and its officers, employees and agents shall not be liable for loss or diminution of the Annuitant's interest in the Plan except due to acts of negligence or willful misconduct and shall be indemnified by the Annuitant from and the Plan against all expenses, liabilities, claims and demands arising out of the holding of the Deposits and other Plan Assets, as well as taxes, assessments and charges levied by any governmental authority prior to paying the same; and delivery or release of Plan Assets in accordance with the provisions of this Retirement Savings Plan Agreement, provided that the Depository may comply with the provisions of any applicable law, regulation or order now or hereafter in force which purports to impose on the holder of any of the Plan Assets a duty to take or refrain from taking any action in connection with any Plan Assets.

(2) The Depository shall have no liability for any loss or penalty resulting from any act done by it in reasonable reliance upon the authority of the Annuitant, or the legal personal representative of the Annuitant.

17. Depository's use of Professionals: The Depository may employ or engage, pay for the services and expenses of, and rely and act on information or advice received from brokers, advisors, lawyers, accountants and others and shall not be responsible or liable for the acts or omissions of any such persons. To the extent any such services are for the sole, direct benefit of the Annuitant or the Plan, the Depository shall be entitled to reimbursement of the reasonable costs of such services. In the event any claim or demand is made by any person, or by any federal or provincial authority, for delivery of or payment from the Plan Assets, the Depository shall notify the Annuitant of such claim or demand. If the Annuitant does not provide written notice to the Depository instructing the Depository to make delivery or payment in accordance with such claim or demand, the Depository shall engage legal counsel to provide an opinion as to whether such delivery or payment is required by law, and in so doing shall be acting for the sole benefit of the Annuitant or the Plan, even if the opinion provided by such legal counsel shall be contrary to the requirements or instructions of the Annuitant.

18. No further Obligation of Depository: Upon payment by the Depository of the entire amount standing to the credit of the Annuitant in the Plan (less all proper charges, including any applicable taxes) in accordance with the terms of the Plan, the Retirement Savings Plan Agreement and the Depository's obligations thereunder shall thereupon cease and be of no further force and effect.

19. Amendments: Notwithstanding anything hereinbefore contained, the terms and provisions of this Retirement Savings Plan Agreement may be amended by the Depository, at its discretion, at any time and from time to time, provided that any such amendments are approved by the Canada Revenue Agency and provided further that such amendments will not disqualify this Plan as a Retirement Savings Plan under the provisions of the Income Tax Act (Canada).

The Depository shall remain at all times obligated to provide the Annuitant a current copy of this Retirement Savings Plan Agreement as amended.

20. Notices: Any notice required or permitted to be given by the Depository to the Annuitant shall be valid and effective if sent by personal delivery, transmittal by telecopy or other electronic means of communication addressed to the Annuitant at the Annuitant's address set out in the Annuitant's Application for the Plan, or such other address the Annuitant may in writing advise the Depository, and shall be deemed received on the second business day following the day of mailing.

21. Use of Agents: The Depository will from time to time appoint Agents to perform certain administrative duties relating to the operation of the Plan. The Depository acknowledges and confirms that the ultimate responsibility for administration of the Plan will remain with the Depository.

22. Withdrawals: Subject to any agreement with the Annuitant to provide limitations upon withdrawals from the funds transferred to the Plan, the Depository shall, upon written application of the Annuitant received by the Depository at least thirty (30) days prior to the Maturity of the Plan, as defined in Clause 9, pay to the Annuitant prior to Maturity in cash out of the Plan Assets or the realization thereof, the amount specified in the Annuitant's written application.

23. Contributions from Pension Plans: Notwithstanding any other provisions herein, if, as a condition of receiving a transfer to the Plan from a pension or superannuation fund or plan, the Depository is required to enter into any agreement with the Annuitant to provide limitations upon withdrawals from funds so transferred to the Plan, transfers to other issuers and/or the earliest date upon which a retirement income may commence, the rights and responsibilities of the Annuitant and the Depository hereunder shall be modified accordingly.

24. Fees: The Depository may establish a schedule of fees and/or service charges related to the operation of the Plan and may, at its sole discretion, adjust and amend such fee schedule after providing the Annuitant not less than thirty (30) days written notice.

The Depository may charge to, and deduct from, the Plan in payment of such fees and/or service charges. In lieu of fees payable from the Plan, the Depository may charge fees directly to the Annuitant.

25. General:

(1) Words importing the singular number only shall include the plural and vice versa unless the context clearly indicates to the contrary.

(2) The Plan and Retirement Savings Plan Agreement shall be governed by the laws of the Province of British Columbia.

(3) This Retirement Savings Plan Agreement shall enure to the benefit of and be binding upon the Annuitant, and the Annuitant's heirs, executors, administrators and legal representatives and upon the successors and assigns of the Depository.

(4) The effective date of this Retirement Savings Plan Agreement is the date set forth in the Application for the Plan.

(5) If any provision of this Retirement Savings Plan Agreement shall to any extent be or become invalid or unenforceable, such provision, to such extent, shall be considered separate and severable from this Retirement Savings Plan Agreement, and the remainder of this Retirement Savings Plan Agreement shall not be affected and shall be valid and enforceable.

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION TAX-FREE SAVINGS ACCOUNT AGREEMENT

COAST CAPITAL SAVINGS FEDERAL CREDIT UNION, a credit union [continued under the laws of Canada], having its Head Office in the City of Surrey hereby agrees to act as Depository of a Tax-Free Savings Account for the Holder upon receipt of a completed application, and upon the following terms and conditions.

1. Defined Terms:

"**Application**" means the duly completed and signed application form.

"**Arrangement**" means the arrangement established as a Tax-Free Savings Account for the exclusive benefit of the Holder, pursuant to the Application and this Tax-Free Savings Account Agreement.

"**Arrangement Assets**" at any time, means the aggregate of uninvested money, Deposits and uninvested Distributions Received held by the Depository under the Plan.

"**Deposit**" means any deposit product made available by the Depository for the Arrangement which has been selected by the Holder as an investment for the Plan.

"**Depository**" means Coast Capital Savings Federal Credit Union in its capacity as Depository of the Arrangement ("issuer" for the purposes of the Income Tax Act) or any successor thereof duly qualified and appointed in such capacity pursuant to the provisions of this Tax-Free Savings Account Agreement, and except where inconsistent with the context, includes any duly appointed officer, employee or agent of any such Depository when such officer, employee or agent is acting solely in its capacity as such.

"**Designated Beneficiary**" means any person designated as such by the Holder by any effective designation of beneficiary delivered with the Application, or by any subsequent effective designation of beneficiary.

"**Distribution**" means a payment out of, or under, the Arrangement in satisfaction of all, or part of, the Holder's interest in the Arrangement.

"**Holder**" as defined in the Income Tax Act means the Canadian resident over 19 years old, who executed the Application, until his or her death, and after his or her death, the Holder's spouse or common-law partner, the survivor, as defined under the Income Tax Act if designated as "Successor Holder" by the Holder in accordance with applicable law.

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

"**Tax-Free Savings Account**", has the meaning assigned under the Income Tax Act.

"**Tax-Free Savings Account Agreement**" means, collectively, these provisions, and any additions and amendments made hereto from time to time.

2. Registration and Compliance with Applicable Tax Laws:

The Depository will file an election on behalf of the Holder with the Minister of National Revenue for the registration of the qualifying Arrangement as a Tax-Free Savings Account pursuant to the Income Tax Act. The Arrangement shall, at all times, comply with all the relevant provisions of the Income Tax Act.

3. Accounts:

The Depository shall establish and maintain an account in respect of the Arrangement for the Holder, wherein shall be recorded all contributions received by the Depository under the Arrangement, the Arrangement Assets held for the Holder under the Arrangement and the income earned, from time to time, from such Arrangement Assets. The Depository shall make all information returns required by the Depository with respect to the Arrangement under the Income Tax Act.

4. Conditions of the Qualifying Arrangements are as follows:

- (a) the arrangement will be maintained for the exclusive benefit of the holder (determined without regard to any right of a person to receive a payment out of or under the arrangement only on or after death of the holder);
- (b) the arrangement prohibits, while there is a holder of the arrangement, anyone that is neither the holder nor issuer of the arrangement from having rights under the arrangement relating to the amount and timing of distributions and the investing of funds;
- (c) the arrangement prohibits anyone other than the holder from making contributions under the arrangement;
- (d) the arrangement permits distributions to be made to reduce the amount of tax otherwise payable by the holder under section 207.02 or 207.03 of the Income Tax Act;
- (e) the arrangement provides that, at the direction of the holder, the issuer shall transfer all or any part of the property held in connection with the arrangement (or an amount equal to its value) to another TFSA of the holder; and
- (f) the arrangement complies with prescribed conditions.

5. Contributions:

The Holder is the only person permitted to make contributions to the Arrangement. The Holder may make such contributions to the Arrangement at any time. The Holder shall ensure that the contributions to the Arrangement are not more than is permitted under the Income Tax Act. Contributions are to be held, used and invested by the Depository for the purpose of making distributions under the Arrangement to the Holder. The Depository shall accept such contributions as may be made by the Holder from time to time, to be held, used and invested by the Depository subject to the terms and provisions of this Tax-Free Savings Account Agreement. Such contributions will be kept on deposit (that is, they cannot be self-directed).

6. Transfers:

The Holder may instruct the Depository, in writing, to transfer any of the Arrangement Assets to, or from, the Arrangement, as permitted under the Income Tax Act, at any time. The Holder shall provide such further documents as may be required in order for the Depository to comply with the Holder's instructions. The Holder acknowledges that the Depository may be required to sell some, or all, of the Arrangement Assets prior to maturity in order to comply with the Holder's instructions.

7. Distributions:

The Holder may instruct the Depository, in writing, to make a Distribution from the Arrangement, at any time, subject to any restrictions on the Arrangement Assets. The Holder shall provide such further documents as may be required in order for the Depository to comply with the Holder's instructions. The Holder acknowledges that the Depository may be required to sell some, or all, of the Arrangement Assets prior to maturity in order to comply with the Holder's instructions.

8. Receipts and Statements:

At the time of a contribution, transfer or Distribution of the Arrangement Assets, the Depository may issue a written statement of the Arrangement account to be sent to the Holder. At least annually, the Depository shall cause a written statement of the Arrangement account to be sent to the Holder.

9. Designation of a Beneficiary or Successor Holder:

If the Holder is domiciled in a jurisdiction in which he or she may validly designate a beneficiary other than by a Will, the Holder may, by instrument in writing form and execution satisfactory to the Depository and delivered to the Depository prior to the death of the Holder, designate a person to be entitled to receive the Arrangement Assets, subject to section 18 of this Tax-Free Savings Account Agreement and any applicable laws. The person so designated by the Holder shall be deemed to be the Designated Beneficiary of the Holder unless such person shall predecease the Holder or unless the Holder shall, by instrument in writing form and execution satisfactory to the Depository and delivered to the Depository prior to the death of the Holder, revoke such designation.

Notwithstanding the foregoing, where the Holder has, in accordance with applicable law, including Applicable Tax Laws, elected to designate a Successor Holder, upon the death of the Holder, the Successor Holder shall become the new holder of the Arrangement, subject to the receipt by the Depository of documents satisfactory to the Depository to establish the death of the Holder and the entitlement of the Successor Holder hereunder.

10. Holder's Responsibility:

The Holder certifies that the statements contained in the Application, are correct, and undertakes to provide any further evidence or proof that may be required by the Depository when the Arrangement is established. The Holder shall notify the Depository in writing, without delay, of any change of address so that, at all times, the Depository has the Holder's current address. The Holder shall notify the Depository in writing, without delay, if, at any time, he or she ceases to be a Canadian resident.

The Holder is solely responsible for ensuring that he or she does not exceed the maximum amount permitted to be contributed to the Arrangement under the Income Tax Act. The Holder is responsible for ensuring that the Arrangement Assets are, at all times, qualified investments under the Income Tax Act. The Holder acknowledges that he or she may be liable for tax consequences if the Arrangement does not comply with the Income Tax Act.

11. Depository's Responsibility:

The Depository shall exercise the same degree of care as if the Arrangement Assets were the property of the Depository. The Depository shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that any of the Arrangement Assets are non-qualified investments under the Income Tax Act. The Depository may comply with the provisions of any applicable law, regulation or order now or hereafter in force which purports to impose on the Holder of any of the Arrangement Assets a duty to take or refrain from taking any action in connection with any Arrangement Assets. The Depository shall not be required to determine or advise the Holder with respect to the maximum amount permitted to be contributed under the Income Tax Act, or the type of investments that are permitted under the Income Tax Act.

12. Depository's Liability:

The Depository and its officers, employees and agents shall not be liable for loss or diminution of the Holder's interest in the Arrangement Assets, except due to acts of negligence or willful misconduct. The Depository shall not be liable for any loss or penalty resulting from any act done by it in reasonable reliance upon the authority of the Holder, or the legal personal representative of the Holder.

The Holder shall indemnify the Depository from and against all expenses, liabilities, claims and demands arising out of the holding of the Arrangement Assets, as well as taxes, assessments and charges levied by any governmental authority.

13. Powers of the Depository:

As Depository, the Depository is owner of the Arrangement Assets and has, and is, entitled to exercise any and all rights, powers and privileges that may be exercised by a Holder thereof, including the right to vote or give proxies to vote in respect thereof and to pay any assessments, taxes or charges in connection therewith or the income or gains derived therefrom. Without limitation, the Depository may hold any investment in its own name, in the name of its nominee, in such other name as the Depository may determine, or in bearer form. The Depository may retain any property belonging to, or forming part of, the Arrangement Assets in the form in which the same shall be received by the Depository for so long as the Depository deems proper.

14. Resignation and Replacement of Depositary:

The Depositary may, upon sixty (60) days notice in writing to the Holder or such shorter notice as the Holder shall accept as sufficient, retire as the Depositary of the Arrangement whereupon the Depositary shall be discharged from any further duties and/or liabilities hereunder. At its sole discretion, the Depositary may designate as its successor as Depositary a person or corporation having full powers to accept the Tax-Free Savings Account Agreement and qualified to administer the Arrangement pursuant to the provisions of the Income Tax Act. If such a successor is designated, the Depositary shall be discharged of any liability and will deliver to the successor all records, books and accounts together with all other property held according to the arrangement in order to ensure the continued and uninterrupted operation of the Arrangement.

15. Discharge of Depositary:

Upon payment by the Depositary of the entire amount standing to the credit of the Holder in the Arrangement (less all proper charges, including any applicable taxes) in accordance with the terms of the Arrangement, the Depositary shall thereupon be discharged of any further liability under the Arrangement.

16. Use of Agents:

The Depositary may, from time to time, appoint agents to perform certain administrative duties relating to the operation of the Arrangement. The Depositary acknowledges and confirms that the ultimate responsibility for administration of the Arrangement will remain with the Depositary.

17. Use of Professionals:

The Depositary may employ or engage, pay for the services and expenses of, and rely and act on information or advice received from brokers, advisors, lawyers, accountants and others and shall not be responsible or liable for the acts or omissions of such persons. To the extent any such services are for the sole, direct benefit of the Holder of the Arrangement, the Depositary shall be entitled to reimbursement by the Holder from the Arrangement Assets, of the reasonable costs of such services. In the event any claim or demand is made by any person, or by any federal or provincial authority, for delivery of or payment from the Arrangement account, the Depositary shall notify the Holder, in writing, of such claim or demand. If the Holder does not provide written notice to the Depositary instructing the Depositary to make delivery or payment in accordance with such claim or demand, the Depositary shall engage legal counsel to provide an opinion as to whether such delivery or payment is required by law, and in so doing shall be acting for the sole benefit of the Holder or the Arrangement, even if the opinion provided by such legal counsel shall be contrary to the requirements or instructions of the Holder.

18. Fees:

The Depositary may establish a schedule of fees and/or service charges related to the operation of the Arrangement and may, at its sole discretion, adjust and amend such fee schedule, from time to time, after providing the Holder not less than thirty (30) days written notice. The Depositary may charge to, and deduct from, the Arrangement account in payment of such fees and/or service charges. In lieu of fees payable from the Arrangement account, the Depositary may charge fees directly to the Holder.

19. Security for a Loan:

If the Holder uses his or her interest or right in the Arrangement as security for a loan or other indebtedness, the Holder shall be responsible for ensuring that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into, and it can be reasonably concluded that none of the main purpose for that use is to enable a person, other than the Holder, or a partnership to benefit from the exemption for tax of any amount under the Arrangement.

20. Amendments:

Notwithstanding anything hereinbefore contained, the terms and provisions of this Tax-Free Savings Account Agreement may be amended by the Depositary, at its discretion, at any time and from time to time, without notice to the Holder, provided that any such amendments are approved by the Canada Revenue Agency and provided further that such amendments will not disqualify the Arrangement as a Tax-Free Savings Account. In the event of changes to the Income Tax Act or to the taxation legislation of the province or territory in which the Holder resides, the terms of this Tax-Free Savings Account Agreement may be amended without notice to the Holder to ensure that the Arrangement continues to comply with such legislation.

21. Notices:

Any notice required or permitted to be given by the Depositary to the Holder shall be valid and effective if sent by personal delivery or by mail, or transmitted by telecopy or other electronic means of communication addressed to the Holder at the Holder's address set out in the Application, or such other address the Holder may in writing advise the Depositary, and shall be deemed received on the second business day following the day of personal delivery, mailing or transmittal.

Any notice required or permitted to be given by the Holder to the Depositary shall be valid and effective if given by registered mail at its registered office or such address as the Depositary may permit and shall be deemed received on the day received by the Depositary."

22. General:

- (a) Words importing the singular number only shall include the plural and vice versa unless the context clearly indicates to the contrary.
- (b) The Arrangement and this Tax-Free Savings Account Agreement shall be governed by the laws of the Province of British Columbia.
- (c) This Tax-Free Savings Account Agreement shall enure to the benefit of and be binding upon the Holder, and the Holder's heirs, executors, administrators and legal representatives and upon the successors and assigns of the Depositary.
- (d) The effective date of this Tax-Free Savings Account Agreement is the date set forth in the Application.
- (e) If any provision of this Tax-Free Savings Account Agreement shall to any extent be or become invalid or unenforceable, such provision, to such extent, shall be considered separate and severable from this Tax-Free Savings Account Agreement, and the remainder of this Tax-Free Savings Account Agreement shall not be affected and shall be valid and enforceable.