

**THE CANADIAN CONFERENCE OF THE MENNONITE BROTHERS CHURCH OF NORTH AMERICA
1310 TAYLOR AVENUE, WINNIPEG, MANITOBA R3M 3Z6
RETIREMENT INCOME FUND APPLICATION**

<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.	Annuitant's First Name and Initial	Annuitant's Last Name
	Annuitant's Home Address	Birth Date: MM / DD / YY
	Number Street	Account #:
	City Prov. Postal Code	Transfer From:
	Phone No. Alternate Phone No.	RSP <input type="checkbox"/> Yes <input type="checkbox"/> No - Spousal RSP <input type="checkbox"/> Yes <input type="checkbox"/> No Qualifying RIF <input type="checkbox"/> Yes <input type="checkbox"/> No
	Annuitant's Social Insurance Number	Registered Pension Plan - Locked-In <input type="checkbox"/> Yes <input type="checkbox"/> No - Not Locked-In <input type="checkbox"/> Yes <input type="checkbox"/> No

TO CANADIAN WESTERN TRUST

I hereby apply for membership in THE CANADIAN CONFERENCE OF THE MENNONITE BROTHERS CHURCH OF NORTH AMERICA RETIREMENT INCOME FUND (the "Fund") and request Canadian Western Trust to act as Trustee of the Fund. I agree to comply with the terms and conditions stated herein and in the Declaration of Trust, which I acknowledge having received.

I request and instruct that Canadian Western Trust apply for registration of the Fund as a retirement income fund with the proper authorities pursuant to the provisions of the Income Tax Act (Canada).

I appoint THE CANADIAN CONFERENCE OF THE MENNONITE BROTHERS CHURCH OF NORTH AMERICA to be my Agent for the administration and record keeping of my Fund, for which Canadian Western Trust acts as Trustee, for the ongoing valuation and administration of the Fund as defined in the Declaration of Trust.

I understand that Canadian Western Trust shall have no obligation to give any investment advice in connection with the purchase, retention, or sale of any investment.

I am aware that any retirement income or other payment received from the Fund may be subject to Income Tax.

I Elect to use: (check one)

- (a) my age as a base in the calculation for receiving my payments; or
- (b) my spouse's age as a base in the calculation for receiving my payments.

My spouse's date of birth is : _____
MM / DD / YYYY

PAYMENT DIRECTION

Until such time as I may amend these instructions, you are hereby directed to make payment from my Retirement Income Fund on the following basis:

PAYMENT FREQUENCY:	___ Monthly	___ Quarterly	___ Semi-Annually	___ Annually
PAYMENT AMOUNT:	_____ _____	The minimum amount as prescribed by Canada Customs and Revenue Agency. Payments higher than the required minimum amount of \$ _____		
	Payments commence on	_____		

DESIGNATION OF BENEFICIARY

In accordance with the Declaration of Trust under the above Retirement Income Fund, I hereby revoke any previous designation of Beneficiary made by me pursuant to the Fund and I hereby elect as follows:

that upon my demise the remaining payments in my Fund be paid:

- (a) to my spouse as the successor annuitant, or (b) as a lump sum to :

NAME	RELATIONSHIP	SOCIAL INSURANCE NUMBER
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- (b) as a lump sum of my estate Note:: Witness below may not be related to the beneficiary.

If the above named Beneficiary is not living at the time of my death, I designate my estate as beneficiary under the Fund.

CAUTION APPLICABLE TO ALL PROVINCES EXCEPT QUEBEC: Your designation of beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.

Dated at _____, this _____ day of _____, 20 ____.

ACCEPTED BY CANADIAN WESTERN TRUST

PER: **CANADIAN CONFERENCE OF THE MENNONITE BROTHERS CHURCH OF NORTH AMERICA (Agent)**

AUTHORIZED SIGNATURE

ANNUITANT'S SIGNATURE

(WITNESS)

(NOTE: WITNESS MAY NOT BE RELATED TO THE BENEFICIARY)

**THE CANADIAN CONFERENCE OF THE MENNONITE BRETHREN CHURCH
OF NORTH AMERICA
RETIREMENT INCOME FUND
DECLARATION OF TRUST**

CANADIAN WESTERN TRUST (the "Trustee") hereby declares that it agrees to act as Trustee for the applicant (the "Annuitant") named in the application on the reverse side hereof for The Canadian Conference of the Mennonite Brethren Church of North America Retirement Income Fund (the "Fund"), upon the following terms and conditions:

1. **REGISTRATION:** The Trustee will apply for registration of the Plan under the provisions of the Income Tax Act (Canada) (the "Act"), and any applicable provincial income tax legislation relating to retirement income funds as designated from time to time in writing by the Annuitant (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation").
2. **CONTRIBUTIONS:** The Trustee shall accept only such transfer of cash or other property acceptable to it as may be directed by the Annuitant to be transferred from:
 - a) either a registered retirement income fund under which the Annuitant is the annuitant, or a registered retirement savings plan under which the Annuitant is the annuitant, or
 - b) a registered retirement savings plan as a refund of premiums in accordance with paragraph 60(1) of the Act;
 - i) following the death of the Annuitant's spouse or common-law partner, or
 - ii) where the taxpayer was dependent by reason of physical or mental infirmity, upon the annuitant whose death caused such refund of premiums, or
 - c) either a registered retirement savings plan or registered retirement income fund pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between the Annuitant and the Annuitant's spouse or former spouse or common-law partner or former common-law partner in settlement of rights arising out of their marriage or after the breakdown of their marriage or common-law relationship.
 - d) a registered pension plan of which the Annuitant is a member (within the meaning assigned by subsection 147.1(1)), or a registered pension plan in accordance with subsection 147.3(5) or (7), as permissible under subparagraph 146.3(2)(f)(v) and (vi) of the Act.
 - e) a provincial pension plan prescribed for the purpose of paragraph 60(v) of the Act as permissible under subparagraph 146.3(2)(f)(vii) of the Act.

Such transfers, together with any income therefrom, shall constitute a trust fund (the "Trust Fund") to be used, invested and held subject to the terms of this Declaration.

3. **INVESTMENT:** The assets of the Trust Fund shall be invested and reinvested by the Trustee in The Canadian Conference of Mennonite Brethren Church of North America Retirement Plan Fund of the Trustee (the "Plan Fund") in accordance with the Plan Fund's Declaration of Trust or such other qualified investments as may be permitted by the Applicable Tax Legislation. The Trustee will not be restricted by any laws concerning investments permitted to be made by trustees.

The Trustee's only obligations relating to investment of the Fund assets will be to:

- (i) execute the Annuitant's directions with respect to the investment and reinvestment of the Fund assets and of the proceeds of any sales of such investments or reinvestment and any income earned thereon; and
- (ii) maintain legal ownership and possession of the investments that, from time to time, form part of the property of the Fund or maintain such investments in bearer form or in the name of a nominee or in such other name as the Trustee may determine.

The Trustee shall not be responsible if any investment produces losses of any nature for the Plan or the Plan Fund, or if any investment results in additional taxes or penalties imposed under Applicable Tax Legislation, or for any loss suffered by the Annuitant or any beneficiary under the Plan as a result of the Trustee complying with the terms of this Declaration of Trust or proceeding in the manner contemplated herein or complying with any direction given by the Annuitant.

4. **ACCOUNTS:** The Trustee shall maintain an account in the name of the Annuitant showing all contributions made to the Fund and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year, statements showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.
5. **PAYMENTS:** The whole of the Trust Fund shall be invested, used, and applied by the Trustee only for the provision of payments to the Annuitant or, if applicable, to a surviving spouse or common-law partner.

In each year commencing not later than the first complete calendar year after the Fund is established, the Trustee shall make one or more payments the aggregate of which is not less than the minimum amount established in accordance with subsection 146.3(1) of the Act as amended from time to time, and not exceeding the value of the Trust Fund immediately before any payment.

The minimum amount for the year in which the Fund commences is nil.

No payment required to be made in accordance with the provisions hereof shall be capable of assignment in whole or in part. At the direction of the Annuitant, the Trustee shall in the prescribed form and manner transfer all or a part of the then current value of the Trust Fund together with all information necessary for the continuance of the Fund to another carrier of a registered retirement income fund of the Annuitant, provided that the minimum amount, as defined under subsection 146.3(1) of the Act is paid to the Annuitant and that the Trustee will retain an amount equal to the lesser of:

- i) the fair market value of the property as would, if the fair market value thereof does not decline after the transfer, be sufficient to ensure that the minimum amount under the fund for the year in which the transfer is made may be paid to the Annuitant in the year, and
- ii) the fair market value of all the property.

After effecting the transfer on such basis, the Trustee shall be discharged from all further duties and liabilities hereunder immediately following paying all amounts required hereunder.

6. **DEATH OF ANNUITANT:** In the event of death of the Annuitant prior to the Trustee paying all amounts required as described in Article 5, the Trustee shall, upon receipt of satisfactory evidence of such death, realize the interest of the Annuitant in the Fund, and subject to the deduction of all proper charges including income tax, if any, required to be withheld, the proceeds of such realization shall be held by the Trustee for payment to the beneficiary, if any, designated pursuant to Article 8, or to the legal personal representatives of the Annuitant, upon such beneficiary or representatives furnishing the Trustee with such releases and other documents as may be required or as counsel may advise, unless the Annuitant's spouse or common-law partner has been designated specifically as the successor annuitant of the Annuitant as provided for in Article 8, or by will, in which case the Trustee shall continue the payments to the Annuitant's spouse or common-law partner in accordance with the provisions of Article 5.
7. **VOTING RIGHTS:** The voting rights attached to the shares and/or units of the fund(s) or to any other securities registered in the name of the Trustee and credited to the Annuitant's account shall be exercised by the Trustee by proxy given in favour of the management of the fund(s) or in favour of the management of any company, corporation, fund or other entity in question. However, the Annuitant may, by written notice received by the Trustee at least forty-eight hours prior to any meeting, request the Trustee to authorize the Annuitant to act as the Trustee's representative for the purpose of exercising the voting rights attached to the securities registered in the name of the Trustee and credited to the Annuitant's account, at any meeting of security holders, whereupon the Trustee shall give such authorization to the Annuitant.
8. **DESIGNATION OF SUCCESSOR ANNUITANT OR BENEFICIARY:** The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement income fund may validly designate a beneficiary or a successor annuitant other than by will, may, by instrument in writing in form prescribed by the Trustee, and delivered to the Trustee prior to the death of the Annuitant, designate his spouse or common-law partner as successor annuitant or any person as beneficiary to be entitled to receive the share of the Annuitant in the Trust Fund on the death of the Annuitant. Such person shall be deemed to be the successor annuitant or designated beneficiary, as the case may be, of the Annuitant for the purposes of the Fund unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation.
9. **OWNERSHIP:** The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, mortgages, or securities held by it for the Fund, including the right to vote or give proxies to vote in respect thereof and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.
10. **DELEGATION:** The Annuitant authorizes the Trustee to, and the Trustee may, delegate to The Canadian Conference of the Mennonite Brethren Church of North America (the "Agent"), the performance of the following duties and responsibilities of the Trustee under the Fund:
 - i) to receive the Annuitant's contributions under the Fund;
 - ii) to invest and reinvest the Trust Fund in accordance with the directions of the Annuitant;
 - iii) to hold the assets forming the Trust Fund in safekeeping;
 - iv) to maintain the Annuitant's account;
 - v) to provide statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Fund as the Trustee may determine from time to time, but in no event will the Trustee delegate the responsibility for requesting the registration of the Fund hereunder. The Trustee shall however, remain ultimately responsible for the administration of the Fund pursuant to the provisions of this Declaration of Trust.

11. **TRUSTEE FEES AND EXPENSES:** The Trustee shall be paid such reasonable fees as shall from time to time be agreed upon in writing between the Agent and the Trustee. Such fees and all expenses of administration shall be paid by the Agent. Notwithstanding, in the event that such fees and expenses have not been paid within sixty (60) days following the date on which such payment is due, the Trustee is fully authorized by the Annuitant to withdraw such payment from the assets of the Plan without seeking the prior approval or instructions of the Annuitant.
12. **AMENDMENT:** The Trustee may, from time to time at its discretion, amend this Declaration of Trust with the concurrence of the authorities administering the Applicable Tax Legislation by giving 30 days notice in writing to the Annuitant; provided, however that any such amendments shall not have the effect of disqualifying the Fund as a registered retirement income fund within the meaning of the Applicable Tax Legislation.
13. **NOTICE:** Any notice given by the Trustee or the Agent to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the application on the reverse side hereof or at any such subsequent address of which the Annuitant shall have notified the Trustee or the Agent and any such notice shall be deemed to have been given on the second business day following the day of mailing.
14. **LIABILITY:** The Trustee shall not be liable for ascertaining whether any instrument made on the direction of the Annuitant is or remains a qualified investment for purposes of a registered retirement income fund or whether any such investment constitutes foreign property or for any tax payable in respect of any non-qualified investment by the Annuitant or by the trust established hereunder and the Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. 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 Trust Fund.
15. **PROOF OF AGE:** The statement of the Annuitant's date of birth on the application for the Fund shall constitute a certification by the Annuitant and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.
16. **NO BENEFIT OR LOAN:** No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length other than any benefit or loan which may be permitted from time to time under paragraph 146.3(2)(g) of the Act.
17. **REPLACEMENT OF TRUSTEE:** The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder upon 90 days notice in writing to the Annuitant or such shorter notice as the Annuitant shall accept as sufficient. The Annuitant in like manner may terminate the services of the Trustee and may appoint a successor trustee, acceptable under the provisions of the Applicable Tax Legislation. In the event of a change of trustee, the Trustee shall transfer the balance of the Trust Fund to the successor trustee within thirty (30) days after the effective date of such change. Such a transfer will be subject to the requirements of Article 5 hereof and paragraph 146.3(2)(e.1) of the Act.
18. **SPLITTING OF ASSETS ON BREAKDOWN OF MARRIAGE OR COMMON-LAW RELATIONSHIP:** The Trustee will, upon receiving written direction by the Annuitant, allow and arrange for the splitting of assets on the breakdown of marriage or common-law relationship and will pay or transfer, on behalf of the Annuitant, any property held thereunder to a registered retirement savings plan or a registered retirement income fund under which such spouse or former spouse or common-law partner or former common-law partner is the annuitant if, at the time of such transfer, the Annuitant and the spouse or former spouse or common-law partner or former common-law partner are living separate and apart and the payment or transfer is being effected pursuant to a decree, order or judgment of a competent tribunal, or in accordance with a written separation agreement, relating to a division of property between the Annuitant and such spouse or former spouse or common-law partner or former common-law partner in settlement of rights arising out of or on the breakdown of their marriage or common-law relationship, in accordance with paragraph 146.3(14)(b) of the Act.
19. **GOVERNING LAW:** The Declaration of Trust shall be construed and enforced according to the laws of the Province of Manitoba and all provisions hereof shall be administered according to the laws of that province.