

**THE CANADIAN CONFERENCE OF THE MENNONITE BRETHREN CHURCH OF NORTH AMERICA
1310 TAYLOR AVE WINNIPEG MB R3M 3Z6
RETIREMENT SAVINGS PLAN APPLICATION**

Mr. _____
 Mrs. _____ Annuitant's First Name and Initial Annuitant's Last Name
 Miss _____
 Ms. _____
 Dr. _____ Annuitant's Home Address Birth Date: MM / DD / YY

Number Street Account #: _____

City Prov. Postal Code Total Amount of Deposit \$: _____

Phone No. Alternate Phone No. Transfer From:
RSP Yes No
- Spousal RSP Yes No
Registered Pension Plan
- Locked-In Yes No
- Not Locked-In Yes No

Annuitant's Social Insurance Number

SPOUSAL ACCOUNT INFORMATION

IF SPOUSE MAKES THE CONTRIBUTIONS TO THIS PLAN (SPOUSAL RSP) COMPLETE THE FOLLOWING:

S Mr. Contributor's First Name , Initial Last Name
P Mrs. _____
O Miss _____
U Ms. Contributor's Social Insurance Number
S Dr. _____
A _____
L _____

DESIGNATION OF BENEFICIARY

In accordance with the Declaration of Trust under the above Retirement Savings Plan the undersigned revokes any beneficiary designation heretofore made in respect thereof and hereby designates the undermentioned as Beneficiary of the proceeds payable under such Plan in the event of the death of the undersigned.

NAME OF BENEFICIARY IN FULL RELATIONSHIP TO ANNUITANT

ADDRESS OF BENEFICIARY

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

TO CANADIAN WESTERN TRUST

I hereby apply for membership in THE CANADIAN CONFERENCE OF THE MENNONITE BRETHREN CHURCH OF NORTH AMERICA RETIREMENT SAVINGS PLAN (the "Plan") and request Canadian Western Trust to act as Trustee of the Plan. I agree to comply with the terms and conditions stated herein and in the Declaration of Trust which I acknowledge having received. I request that Canadian Western Trust apply for registration of the Plan as a retirement savings plan with the proper authorities pursuant to the provisions of the Income Tax Act (Canada).

I appoint THE CANADIAN CONFERENCE OF THE MENNONITE BRETHREN CHURCH OF NORTH AMERICA to be my Agent for the administration and record keeping of my Plan, 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 understand that any benefit received under the Plan is taxable in accordance with Section 146 of the Income Tax Act (Canada).

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

ACCEPTED BY CANADIAN WESTERN TRUST

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

AUTHORIZED SIGNATURE ANNUITANT'S SIGNATURE

(WITNESS)

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

CANADIAN WESTERN TRUST (the "Trustee"), a trust company incorporated under the laws of Canada, 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 Savings Plan (the "Plan") upon the following terms.

1. **REGISTRATION:** The Trustee will apply for the registration of the plan in accordance with the applicable sections of the Income Tax Act (Canada) as they pertain to retirement savings plans (the "Act") and, if applicable, the provisions of any similar legislation of the Province of residence of the Annuitant as set out on the reverse side hereof. (Such legislation hereinafter being collectively referred to as "Applicable Tax Legislation").
2. **CONTRIBUTIONS:** The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant, or the Annuitant's spouse or common-law partner, the same together with any income therefrom constituting a trust fund (the "Fund") to be used, invested, and held subject to the terms hereof.
3. **INVESTMENT:** The 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. **ANNUITANT'S ACCOUNT AND STATEMENTS:** The Trustee will maintain an account in the name of the Annuitant showing all contributions made to the Plan and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant in respect of each year a statement(s) showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.
5. (a) **MANAGEMENT AND 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, or other securities held by it for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay an assessment, taxes or charges in connection therewith or the income or gains derived therefrom.
- (b) **DELEGATION:** The Annuitant authorizes the Trustee to, and the Trustee may delegate to, The Canadian Conference of Mennonite Brethren Church of North America (the "Agent"), the performance of the following duties and responsibilities of the Trustee under the Plan:
 - i) receiving the Annuitant's contributions under the Plan;
 - ii) investing and reinvesting the Fund in accordance with the directions of the Annuitant;
 - iii) holding the assets forming the Fund in safekeeping;
 - iv) maintaining the Annuitant's account;
 - v) providing statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Plan 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 Plans hereunder.

6. **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.
7. **INCOME TAX RECEIPTS:** Not later than March 30 in each year, the Trustee will furnish, or cause to be furnished, to the Annuitant or the Annuitant's spouse or common-law partner a receipt showing contributions made by the Annuitant or the Annuitant's spouse or common-law partner to the Plan during the preceding year, and if applicable, the first sixty (60) days of the current year.
8. **DATE OF BIRTH:** The statement of the Annuitant's age contained in the Annuitant's application on the reverse side hereof shall be deemed to be a certification by the Annuitant and an undertaking by the Annuitant to provide any further evidence of proof of age that may be required when a retirement income is provided.
9. **RETIREMENT INCOME:** The whole of the Fund shall be invested, used, and applied by the Trustee for the purposes of providing a retirement income. The Annuitant will, upon 90 days' written notice to the Trustee, specify the date for the commencement of retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 69 (such date being referred to herein as "maturity"). Such notice shall indicate the name of the company from which such retirement income shall be purchased and shall instruct the Trustee to liquidate the assets in the Plan and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereinafter set out, or to amend the Plan in order to permit the transfer of the value of such account to the carrier of the registered retirement income fund of the Annuitant. Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:

- i) an annuity payable to the Annuitant for the Annuitant's life or if the Annuitant so designates to the Annuitant for the lives jointly of the Annuitant and the Annuitant's spouse or common-law partner and to the survivor of them for his or her life commencing at maturity and with or without a guaranteed term not exceeding such period of time as specified in subsection 146(1) of the Act.

Any annuity so acquired:

- (a) may be integrated with the Old Age Security Pension;
- (b) may be increased in whole or in part in accordance with the Consumer Price Index or at such other rate not exceeding 4% per annum as may be specified under the terms of such annuity;
- (c) shall, unless established as a variable annuity in accordance with subsection 146(3) of the Income Tax Act, pay equal annual or more frequent periodic payments;
- (d) shall provide for full or partial commutation and shall provide for equal annual or more frequent periodic payments following any partial commutation;
- (e) shall not provide for the aggregate of the periodic payments in a year after the death of the Annuitant to exceed the aggregate of the payments in a year before the Annuitant's death;
- (f) shall by its terms not be capable either in whole or in part of assignment if payable to the Annuitant or his spouse or common-law partner;
- (g) shall provide for commutation if such annuity would otherwise become payable to a person other than the spouse or common-law partner of the Annuitant on or after the death of the Annuitant;

or,

- ii) a registered retirement income fund subject to the rules specified in the Applicable Tax Legislation

If the Annuitant fails to notify the Trustee at least 60 days prior to the end of the calendar year in which the Annuitant attains age 69, the Trustee will liquidate the assets in the Plan and, subject to the requirements of the Applicable Tax Legislation, may hold such proceeds in a non-registered interest-bearing deposit account with the Trustee on behalf of the Annuitant. The Annuitant shall be responsible for all reasonable expenses of administration charged by the Trustee.

10. **WITHDRAWALS:** The Annuitant may, by written application, at any time before the commencement of a retirement income, request that the Trustee pay to the Annuitant all or any part of the assets held under the Plan, and the Trustee may liquidate any investments held under the Plan, to the extent deemed necessary for that purpose.
11. **REFUND OF CONTRIBUTIONS:** The Trustee shall, upon written application by the Annuitant or the Annuitant's spouse or common-law partner in form satisfactory to the Trustee, refund to that applicant the amount established to be an amount as defined in paragraph 146(2)(c.1) of the Act and in any similar provisions of any provincial income tax legislation, in respect of such applicant.
12. (a) **PAYMENT UPON DEATH:** In the event of the death of the Annuitant prior to providing for a retirement income, the Trustee shall, upon receipt of satisfactory evidence thereof, realize the assets comprising 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 in trust for payment in a lump sum to the person or persons who may be entitled thereto pursuant to subparagraph 12(b) upon receipt by the Trustee of such releases and other documents as the Trustee may require.
- (b) **DESIGNATION OF BENEFICIARY:** The Annuitant, if domiciled in a jurisdiction designated by the Trustee as one in which a participant in a retirement savings plan may validly designate a beneficiary other than by will, may by instrument in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant designate a person to be entitled to receive the proceeds payable pursuant to subparagraph 12(a) on the death of the Annuitant. Subject to applicable laws, such person shall be deemed to be the designated beneficiary of the Annuitant for the purposes hereof unless such person shall predecease the Annuitant or unless the Annuitant shall, by instrument in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, revoke such designation. If no beneficiary has been designated or if all such beneficiaries predecease the Annuitant, the proceeds will be paid to the legal personal representatives of the Annuitant.
13. **AMENDMENT TO PLAN:** The Trustee may from time to time in its sole discretion amend this Declaration with the concurrence of Canada Customs and Revenue Agency and, if applicable the concurrence of provincial tax authorities, by giving at least 30 days prior written notice to the Annuitant; provided however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Act and, if applicable, any similar provincial legislations applicable to the Plan.
14. **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 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.
15. **TRUSTEE'S 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 savings plan 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. The Annuitant acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee or its Agent 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 in value of the assets comprising the Fund.
16. **RESIGNATION OF TRUSTEE:** The Trustee may resign as trustee and be discharged from all duties and liabilities hereunder upon at least 90 days prior written notice to the Annuitant or such shorter notice as the Annuitant shall accept.
17. **GOVERNING LAW:** The Declaration shall be construed, administered, and enforced according to the laws of the Province of Manitoba.
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 breakdown 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(16)(b) of the Act.
19. **NO ADVANTAGE:** No advantage that is conditional in any way on the existence of this Plan may be extended to the Annuitant or to any 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 paragraph 146(2)(c.4) of the Act and under any similar provisions of the applicable provincial income tax legislation.
20. **RESPONSIBILITY:** The Trustee is ultimately responsible for the administration of the Plan pursuant to the provisions of this Declaration of Trust.