

**INTEGRA RETIREMENT SAVINGS PLAN  
DECLARATION OF TRUST**

CIBC Mellon Trust Company (the "Trustee"), a trust company incorporated under the laws of Canada, hereby agrees to act as trustee for an Integra Retirement Savings Plan established by the annuitant (hereinafter called "you") named in the application attached hereto (the "Application"), in accordance with the terms hereof and with the terms of the Application which together shall constitute (hereafter called the "Plan", in accordance with the following terms and conditions:

**1. REGISTRATION:** The Trustee shall apply to register the Plan under the provisions of the *Income Tax Act* (Canada) (the "Tax Act") and, if applicable, any income tax legislation of a Province of Canada indicated by your address on the Application (collectively, the "Applicable Tax Legislation"). It is intended that, at all times, the Plan shall comply with all relevant provisions of the Applicable Tax Act with respect to an registered retirement savings plan. You shall be bound by the terms and conditions imposed on the Plan by all applicable legislation.

**2. YOUR ACCOUNT:** An account (the "Account") shall be maintained which shall record particulars of all transactions of the Plan, including expenses and other amounts charged to the Plan. You shall be provided with a statement of the Account not less frequently than annually and, if applicable, a receipt or receipts as required under the Applicable Tax Legislation for income tax purposes with respect to the deposits received by the Trustee under the Plan. If the Plan is a locked-in retirement account, locked-in retirement savings plan, or other locked-in arrangement; the Plan shall be subject to terms and conditions of the LIRA/LRSP Addendum or RLSP Addendum, whichever is applicable, (the "Addendum").

**3. TRUST PROPERTY:** All amounts transferred or otherwise paid into the Plan, together with all income and capital gains earned or realized in respect thereof less any expenses and other amounts charged to, withdrawn and transferred from the Plan, shall be held by the Trustee in trust and invested and reinvested in accordance with the terms hereof. All such amounts from time to time shall together comprise "the assets of the Plan" at such time for the purposes hereof. For greater certainty, the arrangement created by the Plan shall be a trust for purposes of the Applicable Tax Legislation.

**4. CONTRIBUTIONS:** Contributions may be made to the Plan by you, or, where applicable, by your Spouse or the employer (defined below), including without limitation, transfers from another retirement savings plan, pension plan or any other source permitted by the Tax Act, from time to time in such minimum or maximum amounts permitted by law and by the Agent. It is your responsibility or, where applicable, the responsibility of your Spouse to ensure that the amount of contributions made to the Plan does not exceed the limits permitted under the Applicable Tax Legislation and for determining the taxation years, if any, in which such contributions are deductible for tax purposes.

If the Plan is a Group RSP, you authorize the employer (the "Employer"), name in the Application, to act as your agent for remitting contributions to the Plan.

**5. INVESTMENTS:** The Plan shall be invested and reinvested in any of the investments which are available for investment in the Integra Retirement Savings Plan, in accordance with your designation in the Application or as otherwise instructed, from time-to-time, by you to the Trustee in a manner (whether verbally, by electronic means or otherwise) acceptable to the Trustee. In the absence of such designation

or receipt by the Trustee of such instructions, the Trustee may invest any cash balances in the Plan in such deposits accounts or investments (which may, but need not, be interest-bearing and which may include an account with the Trustee) in proportion to the investments then held in the Plan. For greater certainty, you acknowledge that the Trustee shall have no obligation whatsoever to invest any cash balances in the Plan.

The Trustee may retain any cash balances in the Plan and may, but need not, hold the same in its deposit department or in the deposit department of one of its Affiliates; but the Trustee and its Affiliates shall not be liable to account for any profit to any person other than at a rate, if any, established from time to time by the Trustee or its Affiliates. For the purposes of this Section 5, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and The Bank of New York Mellon and each of their affiliates within the meaning of the OBCA.

All distributions of net income and net realized capital gains received by the Plan in respect of any particular investment shall be reinvested in additional investments of the same type, unless the Trustee is otherwise instructed by you.

Notwithstanding anything herein to the contrary, you alone shall be responsible for ensuring that investments made by the Plan are "qualified investments" within the meaning of the Applicable Tax Legislation for the Plan. The Trustee's obligation relating to the investment of the assets of the Plan shall be limited to registering the investments of such assets in its own name, in the name of a custodian or a nominee, in bearer form or in such other name or manner as the Trustee may determine, to generally exercising all powers or rights of an owner with respect thereof, 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.

**6. WITHDRAWAL FROM THE PLAN:** Subject to such reasonable requirements as the Trustee may impose and at any time prior to the Maturity Date, you may request in writing to the Trustee that all or certain of the assets of the Plan, as is specified in your written notice, be realized and you shall be paid an amount equal to the proceeds of realization of such assets, less (i) any realization costs and any fees and charges payable hereunder, (ii) any taxes (including any interest and penalties) that are or may become payable by the Trustee or the Plan itself, and (iii) any amount required to be withheld therefrom in accordance with the Applicable Tax Legislation (the "Net Proceeds").

**7. TRANSFER FROM THE PLAN:** Subject to such reasonable requirements as the Trustee may impose and at your written direction to the Trustee in a form satisfactory to it, all or certain of the assets of the Plan, less (i) any fees or charges payable hereunder, (ii) any taxes (including any interest and penalties) that are or may become payable by the Trustee or the Plan itself and (iii) any amount required to be withheld therefrom in accordance with the Applicable Tax Legislation (the "Net Asset Value") or the Net Proceeds, as determined in accordance with Section 6, shall be transferred:

a) to another registered retirement savings plan as defined in the Applicable Tax Legislation or a registered retirement income fund as defined in the Applicable Tax Legislation under which (i) you are the annuitant, or (ii) your Spouse or former Spouse, from whom you are living apart, is the annuitant and the payment or transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property between you and your Spouse or former Spouse in settlement of rights arising out of, or on the breakdown of, the marriage or the relationship, or

b) as a contribution to or under a registered pension plan as defined in the Applicable Tax Legislation.

Such transfer shall take effect in accordance with applicable laws and within a reasonable time after all forms required by applicable laws and by the Agent to be completed in respect of such transfer have been completed and forwarded to the Trustee.

If only a portion of the assets of the Plan is transferred in accordance with this Section 7, you may specify in the aforementioned written direction which assets you wish to so transfer or which assets you wish to realize in order to effect such transfer, failing which the Trustee may transfer or realize such assets of the Plan as the Trustee, in its sole discretion, may deem appropriate for this purpose and the Trustee shall be liable for its choice of assets to transfer or realize.

**8. REFUND OF EXCESS AMOUNT:** Following receipt by the Trustee of your written application in a form acceptable to the Trustee to pay the taxpayer an amount or amounts to reduce the amount of taxes otherwise payable by taxpayer under Part X.1 of the Tax Act, the assets of the Plan as selected by the Trustee in its sole discretion, unless such application specifies which assets of the Plan, shall be realized for the purpose of making the payment and the Net Proceeds, as determined in accordance with Section 6, shall be paid to the taxpayer. The Trustee shall not be liable for any losses resulting from such realization.

**9. PURCHASE OF RETIREMENT INCOME AT MATURITY:**

The Plan shall mature on a date (the "Maturity Date") which shall not be after the end of the year in which you attain 71 years of age (or another age specified in the Tax Act). At least 60 days prior to the Maturity Date, you must provide the Trustee with written instructions to either realize the assets of the Plan at that time and use the Net Proceeds, as determined in accordance with Section 6, to provide a retirement income for you (the "Retirement Income") commencing on the Maturity Date or to transfer on your behalf, in accordance with Section 7, on the Maturity Date.

If your instructions are to provide a Retirement Income on the Maturity Date, you must also provide the name of the company from which the annuity is to be purchased, which company must be licensed or otherwise authorized under the laws of Canada or a Province of Canada to carry on in Canada an annuities business and the form of Retirement Income you wish to receive. Except as otherwise permitted under the Applicable Tax Legislation from time-to-time, the Retirement Income must be in any one or combination of the following forms:

- a) a life annuity, commencing on the Maturity Date, with or without a guaranteed term commencing on the Maturity Date, not exceeding the term described in subparagraph (b) below, payable to you for your life or to you for the lives, jointly, of you and your Spouse and to the survivor for his or her life;
- b) a fixed term annuity, commencing on the Maturity Date, providing benefits to you or to you for your life and to your Spouse after your death for a term of years equal to 90 minus either (i) the age in whole years of you at the Maturity Date or (ii) where your Spouse is younger than you and you so elect, the age in whole years of your Spouse at the Maturity Date and

the Retirement Income shall be subject to the following requirements:

- c) payments under an annuity shall be made in equal annual or more frequent periodic amounts until such time as there is a payment in full or partial commutation of the annuity and, where such annuity is partial, equal annual or more frequent periodic payments thereafter;
- d) any payment in full or partial commutation of an annuity shall be made to you or after your death to your Spouse;
- e) the aggregate of the periodic payments in a year under an annuity after your death shall not exceed the aggregate of the payments under the annuity in a year before that death;

f) any annuity payable hereunder shall not be assigned in whole or part; and

g) in the event of your death, each annuity must be commuted if it becomes payable to someone other than your Spouse.

However, such instructions may be to provide you with Retirement Income on the Maturity Date in the form of a lump-sum cash payment where the Net Proceeds are not sufficient to purchase a monthly annuity of \$25.00 or more.

If your instructions are not received at least 90 days prior to the Maturity Date, your instructions shall be deemed to be to transfer the assets of the Plan on or before the Maturity Date to an Integra Retirement Income Fund and such assets may be reinvested in the Integra Short Term Investment Fund, if such assets are not available for investment to the Integra Retirement Income Fund. The Trustee and the Agent shall not be liable for any potential loss.

**10. DESIGNATION OF BENEFICIARY:** Subject to applicable law; you may, at any time and from time to time, designate one or more beneficiaries to receive the amount payable under the Plan in the event of your death. Subject to applicable law, each such designation may only be made, changed or revoked by a written instrument in form reasonably acceptable to the Trustee which adequately identifies the Plan and has been signed by you. Such instrument shall not be effective prior to the time it is filed with the Trustee and prior to the payment of any benefits under the Plan. If more than one such instrument has been so filed with the Trustee, payment shall only be made in accordance with the instrument bearing the latest execution date. You are solely responsible for ensuring that any designation of beneficiary is effective under applicable legislation and the Trustee shall be fully discharged of any liability hereunder upon payment or transfer of assets of the Plan, in accordance with Section 11, to or for the beneficiary designated by you, even though such designation, as a testamentary instrument, may be invalid.

You are solely responsible for ensuring that any designation of beneficiary is effective under applicable law.

**11. DEATH PRIOR TO MATURITY DATE:** In the event of your death before the Maturity Date and subject to such reasonable requirements as the Trustee may impose and to compliance with applicable law; the assets of the Plan shall be realized and the Net Proceeds, as determined in accordance with Section 6, shall be paid in a lump sum to the beneficiary designated by you in accordance with Section 10, or, if no beneficiary has been designated or the designated beneficiary has predeceased you, to your estate. However, where you designated your Spouse as the designated beneficiary under the Plan and your Spouse so directs the Trustee in writing, the Net Asset Value, as determined in accordance with Section 7, or the Net Proceeds, as determined in accordance with Section 6, shall be transferred directly to an Integra Retirement Savings Plan, an Integra Retirement Income Fund, another registered retirement savings plan, or a registered retirement income fund for the benefit of your Spouse, subject to the completion of documentation required for the transfer and any other reasonable requirements which the Trustee may impose.

**12. OWNERSHIP AND VOTING RIGHTS:** Title to all assets of the Plan shall at all times be vested solely in the Trustee in trust to be held in accordance with the terms hereof. You may, by written notice received by the Trustee at least 48 hours prior to any securityholders' meeting, request the Trustee to authorize you to act as the Trustee's representative for the purpose of exercising the voting rights attached to any securities in the Plan registered in the name of the Trustee, at any meeting of securityholders, whereupon the Trustee shall give such

authorization to you. In the absence of such written direction, the securities in the Plan shall not be voted

**13. PROHIBITION:** No advantage that is conditional in any way on the existence of the Plan may be extended to you or any person with whom you were not dealing at arms length, other than the benefits and advantages specifically permitted under Applicable Tax Legislation. Neither the assets of the Plan nor the retirement income provided hereunder may be pledged, assigned or otherwise encumbered, except as otherwise provided hereunder.

**14. DELEGATION BY THE TRUSTEE:** The Trustee shall be ultimately responsible for the administration of the Plan. You expressly authorize the Trustee to delegate to Integra Capital Management Corporation and Integra Financial Corporation, their successors and assigns, (the "Agent"), as agent of the Trustee (with power to delegate any of its powers, authorities or duties) such powers, authorities and duties under the Plan as the Trustee may, from time to time, determine. Without limiting the generality of the forgoing, the Trustee may, subject to the acceptance by the Agent, delegate to the Agent the performance of the following:

- a) receiving deposits under the Plan;
- b) investing, reinvesting and disposing the assets of the Plan in accordance with the terms hereof;
- c) maintaining the Account as required hereunder;
- d) providing statements to you in accordance with the terms hereof;
- e) providing you, or where applicable your Spouse, receipt or receipts as required under the Applicable Tax Legislation for income tax purposes with respect to the deposits received under the Plan;
- f) determining the form of directions, election, or instructions to be provided or made by you hereunder, including as regards the investment, reinvestment and disposition of assets of the Plan and receiving and implementing such directions, elections and instructions;
- g) preparing any forms required by the Applicable Tax Legislation;
- h) determining the amount and manner of payment of fees and charges payable hereunder from time to time and receiving, collecting and disbursing all such fees and charges;
- i) making payments and transfers in accordance with the terms hereof;
- j) performing valuations of the assets of the Plan from time to time in accordance with the terms hereof; and
- k) such other tasks under the Plan as the Trustee, in its sole discretion, may delegate to the Agent, from time to time.

The Agent is not the Trustee's agent with respect to any other matters, and in particular, is not the Trustee's agent with respect to the investment or reinvestment of the assets of the Plan. The Trustee reserves the right to revoke, at any time, the appointment of the Agent as its agent hereunder and shall notify you of any such revocation. The Trustee shall not be liable for the acts or omissions of any of its agents or advisors.

The Agent may be compensated for its services hereunder out of the fees and charges payable pursuant to Section 15.

**15. COMPENSATION:** The Trustee shall be entitled to such reasonable fees and other charges as it may establish from time to time for its services under the Plan. In addition, the Trustee is entitled to reimbursement for all taxes imposed upon the Trustee as trustee of the Plan or the Plan and for all cost and disbursements reasonable incurred by it or by the Agent in the performance of its duties hereunder and shall also be entitled to a reasonable fee (established by it from time to time) for any exceptional services performed by it (including the exercise of any discretion required to be exercised) hereunder, commensurate with the time and responsibility involved.

The Trustee shall be entitled to change the amount of such fees or charges, upon at least 30 days' prior written notice to you. Unless paid separately and in advance, all amounts payable pursuant to this Section may be charged against and deducted from the assets of the Plan.

**16. NOTICES:** Any direction, instruction, notice, etc. to be given to the Trustee hereunder shall be given to the Agent, unless the Trustee has notified you of the revocation of the appointment of the Agent. Any such notice shall be sufficiently given to the Trustee, if delivered to or if mailed, postage prepaid, and addressed to the office of the Agent, where the Plan is administered or at such other address as the Trustee may specify from time to time in writing. Such direction, instruction, notice, etc. shall be considered to have been given on the day that it is actually delivered or received by the Agent.

Any notice, statement or receipt given by the Trustee to you or your Spouse shall be sufficiently given if delivered to or, if mailed, postage prepaid, and addressed to you or your Spouse at the address, set out in the Application, or the last address known to the Agent. Such notice, statement or receipt shall be considered to have been given at the time of delivery or on the third day after mailing.

**17. YOUR INSTRUCTIONS:** The Trustee shall be entitled to rely upon instructions received by it from you, your Spouse, any other person designated by you in writing to the Trustee and any person purporting to be you, your Spouse, or such designated person. The Trustee may decline to act upon any verbal or electronically transmitted instruction if it has any doubt that such instruction has been properly authorized or accurately transmitted.

**18. LIABILITY OF THE TRUSTEE:** Any amounts payable under the Plan shall be payable only from the assets of the Plan and the Trustee shall have no other liability or obligation with respect to the payment of such amounts. Notwithstanding any other provisions hereof, the Trustee (including, for greater certainty, the Agent) shall not be liable in its personal capacity for, or in respect of:

- a) any taxes, interest or penalties which may be imposed on the Trustee in respect of the Plan or the Plan itself under the Applicable Tax Legislation (whether by way of assessment, reassessment or otherwise) or any other charges levied or imposed by any governmental authority upon or in respect of the Plan, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments, or as a result of payments made from the Plan;
- b) any loss, diminution of value or damages suffered or incurred by the Plan, you, any beneficiary under the Plan or other person having an interest in the assets of the Plan, as a result of the (i) any purchase, sale or retention of any investment; (ii) any payment, distribution or transfer made from the Plan hereunder; (iii) as a result of its acting or declining to act upon any instructions given to it, whether by you, a person designated by you as described in Section 17, any person purporting to be you or such designated person; or (iv) any thing done or omitted to be done by the Trustee, unless caused by or as a result of the Trustee's dishonesty, bad faith, wilful misconduct, gross negligence or reckless disregard; or
- c) any costs which the Trustee incurs in the performance of its duties hereunder or under applicable laws and the Trustee may reimburse itself for, or may pay, any such taxes, interest, penalties, other charges or costs out of the capital, the income or partly out of the capital and partly out of the income of the Plan as the Trustee in its absolute discretion deem expedient (and, for greater certainty, the Trustee may realize upon such assets of the Plan as it may determine in its sole discretion for purposes of paying any such amounts).

You, your legal personal representatives and each of the beneficiaries designated by you hereunder shall at all times indemnify and save harmless the Trustee and the Agent for any taxes, interest, penalties, other charges, losses (other than losses for which the Trustee (including, for greater certainty, the Agent) is liable in accordance herewith) or costs as described in this Section 18.

**19. REPLACEMENT OF TRUSTEE:** The Trustee may resign as trustee hereunder, upon giving the Agent at least 90 days' written notice or immediately if the Trustee is incapable, for any reason, of acting as trustee hereunder and the Agent may remove the Trustee as trustee hereunder, upon giving the Trustee at least 90 days' written notice or such shorter period of notice as the Trustee may accept. Such resignation or removal shall be effective upon its replacement, by the Agent, with another trustee that is a corporation resident in Canada and is authorized under the laws of the Province of Canada of your address to carry out its duties and responsibilities as trustee of the Plan (a "Successor Trustee"). If the Agent fails to appoint the Successor Trustee within 60 days after the Agent has received the written notice of such resignation, the Trustee may designate the Successor Trustee.

The Successor Trustee shall, within 90 days of its appointment, give written notice of its appointment to you and shall have the same power, rights and obligations as the Trustee. The Trustee shall execute and deliver to the Successor Trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the Successor Trustee; provided however, the Trustee may not transfer any assets of the Plan to the Successor Trustee until the Plan has been amended for the appointment of the Successor Trustee and the Plan, as amended, complies with Applicable Tax Legislation.

**20. PROOF OF AGE, ETC.:** The statements provided by you on the Application, including without limiting the generality of the foregoing, your date of birth and Social Insurance Number, shall constitute a certification by you upon which the Trustee may rely and you hereby undertake to furnish to the Trustee such further evidence of proof of age and other factual information as the Trustee may require for the provision of a retirement income or as it may otherwise require, from time to time.

**21. PRIVACY:** The Trustee shall collect, use and disclose personal information to establish and service the Plan, as required or permitted by law and as disclosed in the Trustee's Privacy Policy. The Trustee may, from time to time, disclose or transfer personal information given to it by you to the Agent and/or the Employer. By applying for the Plan, you are consenting to these collections, uses and disclosures. The Trustee's Privacy Policy is available on request from any of the Trustee's offices.

**22. AMENDMENTS:** The Trustee may, from time to time and at its sole discretion, amend or revise the Plan by giving 60 days' notice in writing to you, unless such amendment or revision is necessary for the Plan to be in compliance with the Applicable Tax Legislation. Any such amendments or revisions shall not have the effect of disqualifying the Plan as a "registered retirement savings plan" within the meaning of the Applicable Tax Legislation.

**23. ENTIRE AGREEMENT:** The Application, this Declaration of Trust and, if applicable, the Addendum shall constitute the entire agreement between you and the Trustee with respect to the Plan.

**24. GOVERNING LAW:** The Plan shall be governed by and interpreted in accordance with the laws of the Province of Ontario, the Tax Act and any laws of Canada applicable therein and any other laws of Canada applicable therein and all provisions hereof shall be administered

according to such laws. The term "Spouse" as used in this Declaration of Trust and the Application means your spouse and has the same meaning as provided in the Tax Act and shall include common-law partner as defined in subsection 248(1) of the Tax Act.

**25. ENGLISH LANGUAGE:** The parties hereto have requested that the Plan be established in English (les parties ont demandé que le régime soit rédigé en anglais).

Revised: September, 2008