



Retirement Income Fund

Declaration of Trust

Contents

1. DEFINITIONS	3	26. CORPORATE REORGANIZATION.....	10
2. DECLARATION OF TRUST	4	27. HEIRS, EXECUTORS AND ASSIGNS	10
3. REGISTRATION	4	28. NOTICES	10
4. APPOINTMENT OF INVESTMENT AGENT.....	4	29. LANGUAGE / LANGUE (QUÉBEC RESIDENTS ONLY –RÉSIDENTS DU QUÉBEC SEULEMENT).....	11
5. DELEGATION BY TRUSTEE	5	30. INTERPRETATION	11
6. TRANSFERS TO THE FUND	5	31. GOVERNING LAW	11
7. INVESTMENT OF THE PROPERTY OF THE FUND	5	32. IF THIS IS AN RBC MANAGED PORTFOLIOS ACCOUNT	11
8. STATEMENT OF ACCOUNT	6		
9. TAX INFORMATION	6		
10. COMPENSATION, EXPENSES AND TAXES	6		
11. SALE OF PROPERTY	6		
12. PAYMENTS FROM THE FUND	7		
13. TRANSFERS OUT OF THE FUND.....	7		
14. DESIGNATION OF SUCCESSOR ANNUITANT OR BENEFICIARY	7		
15. DEATH.....	8		
16. LEGAL PROCEEDINGS	9		
17. SELF-DEALING.....	9		
18. LIMITATION OF LIABILITY.....	9		
19. INDEMNITY	9		
20. NO ASSIGNMENT	9		
21. NO RIGHT OF OFFSET	9		
22. NO ADVANTAGES	10		
23. BIRTH DATE, SIN AND RESIDENCY	10		
24. CHANGES TO DECLARATION OF TRUST	10		
25. CHANGE OF TRUSTEE	10		

1. DEFINITIONS

Whenever used in this Declaration of Trust or Application, any capitalized terms shall have the meanings given to them below:

“**Account Agreement**” means the agreement or agreements entered into between the Annuitant and Royal Bank or any Investment Agent, as the case may be, regarding the terms under which Royal Bank or any Investment Agent may deal with Property;

“**Agent**” means Royal Bank of Canada and its successors and assigns;

“**Annuitant**” means, relative to the Fund, the annuitant within the meaning that the Tax Act gives to that word; the words “you” and “your” refers to that annuitant;

“**Applicable Laws**” means the Tax Act and other legislation of Canada and of the provinces and territories, including regulations established under such legislation, applicable hereto;

“**Application**” means your application to Royal Bank and the Trustee for the Fund;

“**Estate Documents**” means proof of your death and other documents as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on your death and expressly includes letters probate, letters of administration, certificate of appointment of estate trustee with or without a will or other document of like import issued by any court in Canada;

“**Estate Representative**” means an executor, an administrator, an administrator with the will annexed, a liquidator, or an estate trustee with a will or without a will, whether one or more than one is so appointed;

“**Expenses**” means all (i) costs, (ii) charges, (iii) commissions, (iv) investment management fees, brokerage fees and other fees, (v) legal expenses and (vi) out-of-pocket expenses incurred from time to time in relation to the Fund;

“**Former Spouse**” means the individual who is considered by the Tax Act to be your former spouse or common-law partner;

“**Fund**” means the retirement income fund that Royal Bank and the Trustee have opened in your name pursuant to your Application;

“**Fund Proceeds**” means the Property less any Expenses, and less applicable Taxes which may be payable under Applicable Laws;

“**GIC**” means a guaranteed investment certificate;

“**Investment Agent**” means Royal Mutual Funds Inc., a registered dealer of securities under the Applicable Laws appointed by the Trustee and the Annuitant as investment agent under the Fund;

“**Minimum Amount**” means the minimum amount that, according to the Tax Act, must be paid from the Fund in each year, subsequent to the year in which the Fund was opened;

“**Prohibited Investment**” means property (other than excluded property as that term is defined in the Tax Act) that is:

- a) a debt of the Annuitant;
- b) a share of the capital stock of, an interest in, or a debt of:
 - I) a corporation, partnership or trust in which the Annuitant has a significant interest;
 - II) a person or partnership that does not deal at arm's length with the Annuitant;
- c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or
- d) prescribed property (as that term is defined in the Tax Act);

“Property” means any property held under the Fund and includes income thereon and the proceeds thereof, whether invested or not;

“Qualified Investment” means any investment which is a qualified investment for a registered retirement income fund according to the Tax Act;

“RIF Investment Option” means an investment made available to you by Royal Bank or the Investment Agent, which may include deposits, GICs, mutual funds and other Qualified Investments;

“Royal Bank” means Royal Bank of Canada, in its capacity as agent of the Trustee and administrator of the Fund;

“Spouse” means the individual who is considered by the Tax Act to be your spouse or common-law partner;

“Tax Act” means the Income Tax Act (Canada);

“Taxes” means any and all applicable taxes, assessments, interest and penalties which may be required to be paid under the Applicable Laws;

“Trustee” means The Royal Trust Company, in its capacity as trustee and carrier of the Fund, and its successors and assigns.

2. DECLARATION OF TRUST

You hereby direct Royal Bank to establish the Fund as a trust for you and you appoint the Trustee as trustee of the Fund. The Trustee hereby agrees to act as the trustee for you under the Fund. The Trustee appoints Royal Bank as their agent to be the administrator of the Fund and to perform certain duties relating to the operation of the Fund. Royal Bank agrees to administer the Fund as directed by the Trustee, and in accordance with this Declaration of Trust and the Tax Act.

3. REGISTRATION

The Trustee will apply for registration of the Fund as a registered retirement income fund under the Tax Act.

4. APPOINTMENT OF INVESTMENT AGENT

- a) The Trustee has appointed Royal Bank, the Agent, as its agent to perform certain duties relating to the operation of the Fund, including acceptance and investment of any Property of the Fund on behalf of the Trustee and in accordance with your instructions; provided that Royal Bank shall not trade in any securities.
- b) If you have entered into an Account Agreement with Royal Mutual Funds Inc., you and the Trustee appoint Royal Mutual Funds Inc. as the Investment Agent under the Fund. When so appointed, Royal Mutual Funds Inc. shall be responsible for the acceptance and investment of any Property of the Fund on behalf of the Trustee and in accordance with your instructions and the terms of the Account Agreement
- c) You authorize the Trustee, Royal Bank, and the Investment Agent, as applicable, together or separately, to appoint and employ agents to whom each may delegate, respectively, any of their respective powers, duties and

responsibilities under the Fund.

- d) The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Fund remains with the Trustee.

5. DELEGATION BY TRUSTEE

You expressly authorize the Trustee to delegate to Royal Bank and the Investment Agent, if applicable, the performance of the following duties of the Trustee:

- a) receiving transfers of Property;
- b) investing and reinvesting the Property as directed by you;
- c) registering and holding the Property in the Trustee's name or in the name of its nominees as determined by the Trustee or its agents from time to time;
- d) maintaining records, including information concerning the designation of beneficiaries, where applicable;
- e) providing to you statements of account;
- f) preparing government filings and forms;
- g) making distributions pursuant to the provisions hereof; and
- h) such other duties and obligations of the Trustee as the Trustee in its sole discretion may from time to time determine.

You acknowledge that, to the extent the Trustee delegates any such duties; the Trustee shall thereby be discharged from performing them.

6. TRANSFERS TO THE FUND

Amounts may be transferred to the Fund from registered pension plans, other registered retirement income funds or registered retirement savings plans, and such other sources, all as may be permitted from time to time under the Tax Act. In the case of such transfers, the Fund may be subject to, and you agree to be bound by, any additional terms and conditions, including the "locking-in" of amounts transferred from registered pension plans in order to complete the transfer in accordance with Applicable Laws. If there is any inconsistency between this Declaration of Trust and any such additional terms and conditions which may apply as a result of the transfer to the Fund of amounts from another source, the additional terms and conditions shall govern the amounts so transferred provided that no such additional term would result in the Fund not being acceptable as a retirement income fund under the Tax Act.

7. INVESTMENT OF THE PROPERTY OF THE FUND

- a) You are responsible for selecting the investments that constitute the Property, ensuring that an investment is and continues to be a Qualified Investment and determining whether any such investment is not and continues not to be a Prohibited Investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Fund holds any investment other than a Qualified Investment (as that term is defined in the Tax Act). Each Qualified Investment is made subject to the respective terms and conditions of such Qualified Investment. In accordance with such terms and conditions and the terms of the Account Agreement, you may instruct the Trustee to redeem or sell such Qualified Investment, and to apply the proceeds to any other Qualified Investment.
- b) The Trustee may accept a Qualified Investment transferred to the Fund.
- c) Income, proceeds, gains, distributions and other amounts in respect of a Qualified Investment will be held, paid,

reinvested or distributed in accordance with its terms and conditions and those of the Fund.

- d) Uninvested cash will be placed into a savings deposit with Royal Bank, held as Property under the Fund, and the Fund credited by Royal Bank with interest as appropriate.
- e) Until the Fund has been terminated, the Trustee shall maintain legal ownership and possession of the Property or maintain any part of the Property in the name of a nominee or in such other name as the Trustee may determine.
- f) The Trustee may determine and generally exercise all powers or rights of an owner with respect to all Property, including the right to vote or give proxies to vote in respect thereof and pay any assessment, taxes or charges in connection therewith from the Fund.

8. STATEMENT OF ACCOUNT

Royal Bank will provide you with a statement of account showing each transfer of Property, investment, Expense, transaction, current balance and other information in respect of the Fund at least once a year. Such statement will be sent to you in accordance with Section 28 (Notices). You must examine such statement and notify Royal Bank of any error or omission in such statement within 45 days from the statement date. If you do not notify Royal Bank as required, Royal Bank is entitled to treat the statement as complete, correct and binding on you, and Royal Bank, the Investment Agent, and the Trustee will be released by you in respect of any error or omission in such statement.

9. TAX INFORMATION

The Trustee shall provide appropriate information slips for income tax purposes each year showing the total of the payments made from the Fund during the preceding calendar year and such other information as may be required under the Applicable Laws.

10. COMPENSATION, EXPENSES AND TAXES

The Trustee, Royal Bank, and the Investment Agent will be entitled to such reasonable fees as each may establish from time to time for services rendered in connection with the Fund. All such fees, unless first paid directly to Royal Bank, will be charged against and deducted from the Property in such manner as it determines. All Expenses incurred shall be paid from the Fund. For greater certainty, in the event of any third party demands or claims made against the Fund of any kind, both the Trustee and Royal Bank are entitled to be fully reimbursed from the Fund with respect to any Expenses incurred by them in this regard.

All Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, will be charged against and deducted from the Property in such manner as Royal Bank determines.

11. SALE OF PROPERTY

The Trustee, Royal Bank or the Investment Agent may sell Property in their respective sole discretion for the purposes of:

- a) paying Expenses including, for greater certainty, their own compensation and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act;
- b) making a payment if you have not given us instructions as to which Property should be sold to make such payment;
or
- c) making a payment to you from the Fund equal to the value of the Fund if the value of the Fund is less than \$500,

which will be deemed to be a payment made under Section 12 (Payments from the Fund).

12. PAYMENTS FROM THE FUND

Royal Bank shall make to you and, where you have so designated, to your Spouse as successor annuitant after your death, commencing not later than the first calendar year, after the year in which the Fund is established, one or more payments not exceeding the value of the Fund immediately before the time of the payment, the aggregate of which is not less than the Minimum Amount for the year.

The amount and frequency of the payment or payments referred to in this paragraph in respect of any year shall be as directed by you on the Application or on such other form as Royal Bank may provide for this purpose. You may change the amount and frequency of the payment or payments or request additional payments by instructing Royal Bank in such form as may be provided for this purpose, such change to be effective in the next calendar year.

Where no such direction is provided, Royal Bank shall make payment by cheque to you at your last address on file.

If you do not specify the payment or payments to be made in a year or if the payment or payments specified are less than the Minimum Amount for a year, Royal Bank shall make such payment or payments out of the Property as it deems necessary so that the Minimum Amount for that year is paid to you.

Royal Bank shall withhold from any payment any income tax or other amount required to be withheld by Applicable Laws.

If a payment is made and is subsequently returned as undeliverable, the funds will be credited to a deposit account with Royal Bank in the name of the Annuitant. If such an account does not already exist, all information required to open such deposit account will be the same as such information on record with Royal Bank.

13. TRANSFERS OUT OF THE FUND

You may direct Royal Bank at any time as may be permitted by the Tax Act, and subject to the respective terms and conditions of each Qualified Investment and to Section 14 (Designation of Successor Annuitant or Beneficiary) below:

- a) to transfer any Fund Proceeds, after payment by Royal Bank of the Minimum Amount, together with information respecting the Fund and the payment, to any carrier of another registered retirement income fund or registered retirement savings plan of which you are the Annuitant, or
- b) to transfer any Fund Proceeds to a registered retirement savings plan, or registered retirement income fund of your Spouse or Former Spouse in accordance with the Tax Act under a decree, order or judgement 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 your marriage or other relationship.

14. DESIGNATION OF SUCCESSOR ANNUITANT OR BENEFICIARY

Subject to Applicable Laws and notwithstanding that payments have started to be made from the Fund, you (or if permitted by Applicable Laws, your legal representative) may:

- a) designate your Spouse to be the successor annuitant under the Fund after your death if your Spouse survives you; or
- b) designate one or more beneficiaries to receive the Fund Proceeds if you die before the termination of the Fund; and
- c) at any time, change or revoke such a designation as set out below.

A designation may only be made, changed or revoked:

- a) signed by you in a format acceptable to Royal Bank; or
- b) by Will; and
- c) in either case, must be delivered to Royal Bank prior to any payments or Fund Proceeds being paid from the Fund to the successor annuitant or any beneficiaries.

If the designation is made by Will, Royal Bank will only accept such designation to be recorded in the records of the Fund as part of the Estate Documents to be provided after your death and not earlier.

For further clarity, there will be no designation of successor annuitant or beneficiary permitted with respect to the Fund if it is held through one of Royal Bank's branches located in the province of Quebec or if you are a resident of Quebec.

If under Applicable Laws expressly pertaining to the designation of beneficiaries, you wish to make an irrevocable designation of beneficiary under the Fund, it must be filed in accordance with Section 28 (Notices). Acceptance of such designation will be subject to the policies and procedures of the Trustee and Royal Bank and may be refused if non-compliant. If there is any inconsistency between the provisions of this Declaration of Trust and any additional terms which may apply as a result of the irrevocable designation, the additional terms shall govern the Fund provided that no such additional term would result in the Fund not being acceptable as a retirement income fund under the Tax Act.

15. DEATH

If you die before the termination of the Fund, Royal Bank must be provided with the notice of your death and satisfactory Estate Documents to pay out based upon Applicable Laws.

- a) **Successor Annuitant:** If you have designated your Spouse as the sole beneficiary, or if your Spouse is the sole beneficiary of the Fund under the terms of your will or due to an allocation of property by the Estate Representative, your Spouse may choose to be successor annuitant rather than beneficiary by giving notice of that choice to Royal Bank prior to payout of the Property and with the consent of the Estate Representative.

If your Spouse becomes the successor annuitant of the Fund, Royal Bank and the Trustee will be fully discharged if Royal Bank makes payments under the Fund to such Spouse.

- b) **Beneficiary:** If you have a designated beneficiary and no successor annuitant who has survived you, Royal Bank will pay or transfer the Fund Proceeds to the designated beneficiary within a reasonable time after your death. Royal Bank, the Investment Agent and the Trustee will be fully discharged by such payment or transfer, even though any beneficiary designation made by you may be invalid as a testamentary instrument or under the laws of the jurisdiction where you are domiciled at death. If a trustee has been designated as beneficiary of the Fund, Royal Bank will be fully discharged by payment to the trustee without any obligation to see to the due execution of any trust imposed upon such trustee.

When a person who was not your Spouse at the time of the appointment is named as successor annuitant, Royal Bank will be able to treat and rely on that appointment as a designation of beneficiary, rather than of a successor annuitant.

- c) **No Beneficiary:** If your designated beneficiary has died before you or if you have not designated a beneficiary, Royal Bank will pay the Fund Proceeds to your estate upon receipt of instructions from the Estate Representative and in accordance with Applicable Laws.
- d) Royal Bank is authorized to release any information about the Fund and the Fund Proceeds, after your death, to your Spouse, your Estate Representative or your designated beneficiary, or any or all of them, as Royal Bank deems

advisable.

16. LEGAL PROCEEDINGS

If there is a dispute or uncertainty about:

- a) A payout from the Fund or equalization of Property or other dispute arising from a breakdown of your marriage or common-law partnership;
- b) The validity or enforceability of any legal demand or claim made against the Property; or
- c) The authority of a person or their legal representative to apply for and accept receipt of the Fund Proceeds on your death,

Royal Bank and the Trustee are entitled to retain a lawyer, rely on their advice, apply to the court for directions or pay the Fund Proceeds into court and, in either case, fully recover any legal costs they incur in this regard from the Fund as Expenses.

17. SELF-DEALING

The Trustee's services are not exclusive and, subject to the limitations on the powers of the Trustee otherwise provided in this Declaration of Trust, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefore and without being in breach of this Declaration of Trust.

18. LIMITATION OF LIABILITY

Royal Bank, the Investment Agent, and the Trustee will not be responsible or liable for or in respect of any:

- a) loss suffered or incurred by you, the Fund or any designated beneficiary resulting from any purchase, sale or retention of any investment unless resulting from dishonesty, bad faith, wilful misconduct, gross negligence or reckless disregard from the Trustee or any of its agents;
- b) losses from any sale made under Section 11 (Sale of Property) hereof.

19. INDEMNITY

You agree to indemnify the Trustee for all compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, incurred or owing in connection with the Fund to the extent that such compensation, Expenses and Taxes cannot be paid out of the Property.

20. NO ASSIGNMENT

You may not assign to Royal Bank or to others, all or any part of the retirement income or Property or payments from the Fund or pledge or alienate the Property as security.

21. NO RIGHT OF OFFSET

Royal Bank will have no right of offset as regards the Property in connection with any debt or obligation owing to Royal Bank, other than the payment of Expenses under Section 10 (Compensation, Taxes and Expenses).

22. NO ADVANTAGES

No advantages that are conditional in any way on the existence of the Fund will be extended to you or to a person with whom you do not deal at arm's length according to Tax Act, other than benefits and advantages permitted according to the Tax Act.

23. BIRTH DATE, SIN AND RESIDENCY

The date of birth and social insurance number (SIN) in the Application will be certification of your date of birth and social insurance number for purposes of establishing a retirement income fund. You will provide Royal Bank with any further evidence, proof of age or social insurance number that may be required for such purpose.

The Trustee shall be entitled to rely upon Royal Bank's records as to your current address as establishing your residency and domicile for purposes of the operation of the Fund and its devolution on your death subject to any notice to the contrary respecting your residency or domicile.

24. CHANGES TO DECLARATION OF TRUST

Royal Bank and the Trustee, acting together, may change this Declaration of Trust and Schedule of Fees at any time, provided that at all times the Fund continues to comply with the requirements of the Tax Act. If we do, we will let you know before the changes take effect and you will be notified on how to obtain an amended copy of the Declaration of Trust reflecting any such change and will be deemed to have accepted such changes. For any increase in Fees or the introduction of new Fees, we will provide you with notice either mailed to you or sent electronically, if you agreed to this form of delivery, at least 30 days before the effective date of the change.

25. CHANGE OF TRUSTEE

The Trustee may resign after 30 days prior written notice to you, and will transfer all Property, together with all information required to continue the administration of the Property as a registered retirement income fund under the Tax Act, to a successor trustee or other authorized person upon resignation. Upon resignation, the Trustee will be discharged from all duties, responsibilities, and liabilities under this Declaration of Trust, except those liabilities incurred prior to such resignation.

26. CORPORATE REORGANIZATION

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies, or any trust company which succeeds to substantially all of the trust business of the Trustee, will thereupon become the successor to the Trustee hereunder, subject to notification to Canada Revenue Agency, without further act, formality or notice. Any corporation that is a registered dealer resulting from the merger or amalgamation of the Investment Agent with one or more corporations, or any corporation which succeeds to substantially all of the business of the Investment Agent, will thereupon become the successor to the Investment Agent hereunder, without further act, formality or notice.

27. HEIRS, EXECUTORS AND ASSIGNS

The terms of this Declaration of Trust will be binding upon your beneficiaries, heirs, and Estate Representative and upon the Trustee's and Royal Bank's successors and assigns.

28. NOTICES

Any notice given by you to Royal Bank shall be sufficiently given if delivered electronically to Royal Bank upon your receipt of an acknowledgement or response to same, or if mailed, postage prepaid and addressed to Royal Bank at P.O. Box 6001, Montreal, Quebec H3C 3A9, or if provided by you to Royal Bank in such other form that is acceptable to Royal Bank or the Trustee, and shall be considered to have been given on the day that the notice is actually delivered to or received by Royal

Bank.

Any notice, statement, receipt or other communication given by the Trustee or Royal Bank to you shall be sufficiently given if delivered electronically or personally to you, or if mailed, postage prepaid and addressed to you at the address shown on the Application or at your last address given to the Trustee or Royal Bank, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to you electronically or personally or, if mailed, on the fifth day after mailing to you.

29. LANGUAGE / LANGUE (QUÉBEC RESIDENTS ONLY –RÉSIDENTS DU QUÉBEC SEULEMENT)

You acknowledge you have been offered the choice to enter into this agreement in French or English. You have selected to enter into this agreement in English, after being provided with the French version. Therefore, you agree that this agreement, and any document related to it, including notices, will be in English only. *Vous reconnaissez vous être fait offrir le choix de conclure cette convention en français ou en anglais. Vous avez choisi de conclure cette convention en anglais, après avoir reçu la version française. Par conséquent, vous acceptez que cette convention et tous les documents qui s'y rattachent, y compris les avis, soient en anglais seulement.*

30. INTERPRETATION

Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.

31. GOVERNING LAW

This Declaration of Trust and the Fund will be construed, administered and enforced in accordance with the law of and in force in the Province of Ontario and the laws of Canada.

You expressly agree that any action arising out of or relating to this Declaration of Trust or the Fund shall be filed only in a court located in Canada and you irrevocably consent and submit to the personal jurisdiction of such court for the purpose of litigating any such action.

32. IF THIS IS AN RBC MANAGED PORTFOLIOS ACCOUNT

In this section of the Declaration of Trust,

“**RBC Global Asset Management (RBC GAM)**” and “**Investment Manager**” means RBC Global Asset Management Inc., an affiliate of Royal Mutual Funds Inc, in its capacity as agent of the Trustee to provide investment management for the Fund;

“**RMFI**” and “**Investment Agent**” means Royal Mutual Funds Inc., in its capacity as the Investment Agent for the Fund in accordance with the Declaration of Trust and the relationship manager as defined in the Royal Mutual Funds Inc. Your Account Agreement;

“**Investment Profile**” or “**Profile**” means one of the distinct investment models under the RBC Managed Portfolios;

“**RBC Managed Portfolios**” or “**RBC Managed Portfolios Program**” means the portfolio service distributed by RMFI as more specifically described below; and

“**RBC Managed Portfolios Account**” or “**Account**” means the account(s) established pursuant to Schedule E to the Royal Mutual Funds Inc. Your Account Agreement.

You agree with the Trustee as follows:

a) **General Terms:** If there is a conflict between these provisions of the RBC Managed Portfolios Account and this

Declaration of Trust, these provisions will prevail.

b) **Investment Manager:** The Trustee has appointed:

- I) Royal Bank as their agent to be the administrator of the Fund;
- II) RBC GAM as their agent to be the Investment Manager for the RBC Managed Portfolios Program; and
- III) RMFI as their agent to be the Investment Agent under the Fund.

c) **RBC Managed Portfolios:** Section 4.(b) (Appointment of Investment Agent) of the Declaration of Trust is hereby deleted and replaced with this section. The Trustee appoints RMFI as the Investment Agent and RMFI agrees to act as the Investment Agent under the Fund. The Investment Agent has the responsibility for effecting investment of your contribution on behalf of the Trustee in accordance with the instructions received from the Investment Manager as set out below.

You wish to participate in RBC Managed Portfolios. You acknowledge that RBC Managed Portfolios involves the services provided by Royal Bank, RBC GAM and RMFI as set out in Schedule E to the Royal Mutual Fund Inc. Your Account Agreement.

If your Fund falls in value below the required minimum amount as set out in your Account Agreement, the Trustee shall have the right to terminate your participation in RBC Managed Portfolios and to transfer your Fund to a Royal Bank retirement income fund opened and registered in your name.

d) **Investment of the Property of the Fund:** Section 7.(a) (Investment of the Property of the Fund) of the Declaration of Trust is hereby deleted and replaced with this section. The Investment Agent will invest the Property of the Fund as set out in Schedule E to the Royal Mutual Fund Inc. Your Account Agreement.

e) **Reinvestment:** Section 7.(c) (Investment of the Property of the Fund) of the Declaration of Trust is hereby deleted and replaced with this section. Distributions of net income, net realized capital gains and other amounts made by a pooled and/or mutual fund shall be reinvested at the discretion of the Investment Manager without instructions from you.

PROBLEM OR CONCERN

If you have a problem or concern, please contact your branch. If it is not resolved, please contact the Client Care Centre by telephone at 1 (800) 769-2540, by email at clientcarecentre@rbc.com or by mail to P.O. Box 1, Royal Bank Plaza, Toronto, Ontario M5J 2J5. For more information, please consult our brochure "How to Make a Complaint", available at any branch or at www.rbc.com/customercare.