



THIS AGREEMENT is made as of the date of the enrolment application shown on the cover page attached hereto.

BETWEEN:

KNOWLEDGE FIRST FOUNDATION, a not-for-profit corporation continued under the *Canada Not For Profit Corporations Act* (hereinafter called the "**Foundation**"), sponsor and promoter of the "FAMILY GROUP EDUCATION SAVINGS PLAN"

– and –

THE INDIVIDUAL(S) OR OTHER ENTITY NAMED AS SUBSCRIBER(S) IN THE ENROLMENT APPLICATION SHOWN ON THE COVER PAGE ATTACHED HERETO (hereinafter called the "**Subscriber**"),

WHEREAS the Foundation is established and operates for the purpose of providing educational assistance payments to students in Post-Secondary Programs of Study at Recognized Institutions and for the purpose of the advancement of education;

AND WHEREAS the Subscriber wishes to make monies available to provide the person designated herein with the opportunity of obtaining a post-secondary education and for the purpose of the advancement of education;

AND WHEREAS the Subscriber has applied to enter into this education savings plan with the Foundation under which, in consideration of Contributions made by the Subscriber, and/or Government Grants received in respect of the Beneficiary, the Foundation agrees to pay, or cause to be paid, to the Beneficiary designated herein educational assistance payments, all in accordance with the terms of this Agreement;

AND WHEREAS the Foundation has appointed Knowledge First Financial Inc. (the "**Manager**") as Manager and Distributor of units of the Family Group Education Savings Plan;

AND WHEREAS the Foundation has also delegated to Knowledge First Financial Inc. (the "**Agent**") certain of its duties as promoter of education savings plans;

NOW THEREFORE the Subscriber and the Foundation, in consideration of the terms and agreements hereinafter provided, hereby covenant and agree as follows:

DEFINITIONS

1. Whenever used in this Agreement or the Application, the following terms shall have the meanings set out below:

- (a) **Act** is the *Income Tax Act* (Canada), as may be amended from time to time.
- (b) **Agreement** is this agreement, including the cover page, and any riders and amendments hereto.
- (c) **Application** is the enrolment application for a Plan as signed by the Subscriber which is deemed to form part of this Agreement.
- (d) **BCTESP Regulation** is the *British Columbia Training and Education Savings Program Regulation* adopted under the *Special Account Appropriation and Control Act* (British Columbia), as may be amended from time to time.
- (e) **Beneficiary** is a person, designated by a subscriber of an RESP, to whom or on whose behalf an educational assistance payment under the RESP is agreed to be paid if the person qualifies under the RESP.
- (f) **CESA** is the *Canada Education Savings Act* (Canada) and any regulations thereunder, as may be amended from time to time.
- (g) **CESG** is the Canada Education Savings Grant paid pursuant to CESA.
- (h) **Contribution** is the amount of any and all Deposits, less the insurance premiums, on which the RESP Limits and Government Grants apply. Contributions do not include any Government Grants received by the Trustee in respect of the Student (other than an amount paid into the Plan by a Public Primary Caregiver in its capacity as Subscriber under the Plan.)
- (i) **Date of Discontinuation** is the date this Agreement is discontinued pursuant to paragraph 33 hereof.
- (j) **Date of Maturity** is, subject to a change of Maturity Year pursuant to this Agreement, the date of maturity specified on the cover page of this Agreement being July 31 in the Maturity Year.
- (k) **Date of Termination** is the date this Agreement is terminated pursuant to paragraph 38 hereof.
- (l) **Default Event** occurs when the Subscriber, after three years from the date this Agreement was entered into, fails to achieve and maintain a balance in the SSA of at least \$350, consisting of Contributions made by or on behalf of the Subscriber in accordance with this Agreement, subject to the Fees and any income earned the Contributions.
- (m) **Deposit** is the amount given to the Depository and includes insurance premiums.
- (n) **Depository** is any trust company or chartered bank authorized to accept monies on deposit that is approved by the Trustee and that is a member of the Canada Deposit Insurance Corporation.
- (o) **Designated Provincial Program** means a program, such as the programs established under the ACES Act, the SAGES Act and the BCTESP Regulation, administered pursuant to an agreement entered into under section 12 of the CESA, or a program, such as the QESI, established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.
- (p) **Distributor** means a registered scholarship plan dealer responsible for the sale and distribution of education savings plans.
- (q) **EAP** is an educational assistance payment which is an amount, other than a refund of Contributions, paid under the terms of this Agreement to or for an individual to assist the individual to further his or her education at a Post-Secondary School Level. No EAPs will be paid under this Agreement after the Date of Termination.
- (r) **FEAP Account** is the Foundation education assistance payment account maintained in respect of a Year of Eligibility. A FEAP Account is set up to accept and hold income that has accumulated on Contributions made to all SSAs under agreements that have the same Year of Eligibility. This income is transferred to such FEAP Account at the earlier of the Date of Maturity and Date of Termination for each particular agreement. The funds in a FEAP Account are held in trust by the Trustee.
- (s) **Fees** means, collectively, the enrolment, Depository and other such fees and group insurance premiums referred to in paragraphs 59 through 63 of this Agreement.
- (t) **Government Grants** are (i) CESGs administered under CESA; (ii) the Canada Learning Bond administered under CESA; (iii) the QESI; (iv) the Saskatchewan Advantage Grant for Education Savings administered under the SAGES Act; (v) the BCTESP grant administered under the BCTESP Regulation, (vi) any other Designated Provincial Program; and (vii) any amount paid into the Plan under or because of any program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province.
- (u) **Grant Account** is the government grant account set up to hold any Government Grants received by the Trustee in respect of the Student and any income earned thereon. The funds in the Grant Account are held in trust by the Trustee.

- (v) **Grant Agreements** means the agreements entered into by the Foundation and the Trustee in respect of Government Grants, as amended, restated and/or replaced from time to time.
- (w) **Grant Legislation** is (i) the CESA, (ii) any federal or provincial legislation respecting a Government Grant program, such as the ACES Act, the SAGES Act and the BCTESP Regulation, that is administered pursuant to an agreement entered into under section 12 of CESA, and (iii) any federal or provincial legislation respecting a Government Grant program, such as the QESI, that encourage the financing of children's post-secondary education through savings in registered education savings plans.
- (x) **Income Account** is the segregated account set up to hold all income earned on the assets of the FEAP Accounts and other amounts as specified in this Agreement. The funds in the Income Account are held in trust by the Trustee.
- (y) **Manager** is a person or company who has the power and exercises the responsibility to direct the affairs of an investment fund.
- (z) **Maturity Year** is the maturity year specified in the Application being the year in which the Student is anticipated to enrol in his or her first year of post-secondary education or, where the Maturity Year has been changed under the terms of this Agreement, that other year.
- (aa) **Plan** is a Family Group Education Savings Plan.
- (bb) **Post-Secondary Program of Study** means a full time or part time Qualifying Educational Program or Specified Educational Program that is acceptable to the Foundation.
- (cc) **Post-Secondary School Level** includes a program of courses, at an institution described in subparagraph (a)(ii) of the definition "designated educational institution" in subsection 118.6(1) of the Act, of a technical or vocational nature designed to furnish a person with skills for, or improve a person's skills in, an occupation.
- (dd) **Public Primary Caregiver** is a "public primary caregiver" as that term is defined in subsection 146.1(1) of the Act.
- (ee) **Primary Caregiver** is a "Primary Caregiver" as that term is defined in subsection 2(1) of CESA.
- (ff) **Qualified Investments** are "qualified investments" as that term is defined in subsection 146.1(1) of the Act.
- (gg) **Qualified Student** is a student who is enrolled by a Recognized Institution in or after the Year of Eligibility as a student in a Post-Secondary Program of Study, provided that the agreement designating that student as a Beneficiary is in good standing.
- (hh) **Qualifying Educational Program** is a program at a Post-Secondary School Level of not less than three (3) consecutive weeks duration that requires that the Beneficiary taking the program spend not less than ten (10) hours per week on courses or work in the program.
- (ii) **Qualifying Institution** is an educational institution in Canada described at subparagraph 118.6(1)(a)(i) of the Act as a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Education of the Province of Quebec for the purposes of the *Act respecting financial assistance for education expenses*, chapter A-13.3 of the Revised Statutes of Quebec.
- (jj) **QESI** is the Quebec refundable tax credit for education savings.
- (kk) **Recognized Institution** is a "post-secondary educational institution", as that term is defined in subsection 146.1(1) of the Act and, in particular, it means:
- (i) an educational institution in Canada that is:
 - A. a Qualifying Institution, or
 - B. certified by the Minister of Employment and Social Development Canada to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person's skills in, an occupation; or
 - (ii) an educational institution outside Canada that is a university, college or other educational institution that provides courses at a post-secondary school level at which a Student was enrolled in a course of not less than thirteen (13) consecutive weeks, and that is acceptable to the Foundation, or
 - (iii) an educational institution outside Canada that is a university at which a Student was enrolled on a full-time basis in a course of not less than three (3) consecutive weeks, and that is acceptable to the Foundation.
- (ll) **RESP** is an education savings plan that has been registered for the purposes of the Act.
- (mm) **RESP Limit** means the RESP lifetime contribution limit of \$50,000 or such other amounts as may be stipulated in the Act from time to time.
- (nn) **SAGES Act** is *The Saskatchewan Advantage Grant for Education Savings (SAGES) Act* and any regulations thereunder, as may be amended from time to time. On March 22, 2017, the Saskatchewan provincial government announced a temporary suspension of the SAGES program, effective January 1, 2018. As a result, SAGES will not be paid on contributions made to a RESP after December 31, 2017.
- (oo) **Specified Educational Program** is a program at a Post-Secondary School Level of not less than three (3) consecutive weeks duration that requires that the Beneficiary taking the program spend not less than twelve (12) hours per month on courses in the program.
- (pp) **SSA** is the Subscriber's Savings Account the assets of which are held by the Trustee, in trust, pursuant to the terms of the Trust Agreement and consist of all Contributions made by or on behalf of the Subscriber in accordance with this Agreement, subject to the Fees and any income earned thereon.
- (qq) **Student** is the person designated by the Subscriber in the Application as Beneficiary (who must be under thirteen years of age at the time this Agreement is entered into) or any person duly substituted for such Student in accordance with the terms of this Agreement.
- Notwithstanding the foregoing, as of January 1, 2004, a person can only be designated as Beneficiary under this Agreement if that person's Social Insurance Number is provided to the Manager before the designation and either
- (i) the person is resident in Canada when the designation is made, or
 - (ii) the designation is made in conjunction with a transfer of property into the Plan governed by this Agreement from another RESP under which the person was a Beneficiary immediately before the transfer, in which case the person's Social Insurance Number need not be provided in respect of the designation if that person is not a resident of Canada for the purposes of the Act and was not assigned a Social Insurance Number before the designation is made.
- (rr) **Subscriber** is at any time, (i) the individual (or spouse or common-law partner of the individual), but not a trust, who enters into this Agreement, (ii) the Public Primary Caregiver who enters into this Agreement, (iii) an individual or another Public Primary Caregiver who has, before that time under a written agreement, acquired a Public Primary Caregiver's rights as a Subscriber under this Agreement, (iv) an individual who has before that time acquired a Subscriber's rights under this Agreement pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement relating to a division of property between the individual and the Subscriber under this Agreement, in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership, or (v) any person (including the estate of the Subscriber) who, after the death of the Subscriber, acquires the Subscriber's rights as a Subscriber under this Agreement or who makes Contributions, in accordance with the terms of this Agreement, in respect of the Student.
- Where there are two Subscribers under this Agreement, any action permitted or required to be taken by the Subscriber shall be taken by all such individuals acting together. It is a requirement under the Act that both such individuals be spouses or common-law partners of each other.
- (ss) **Trust Agreement** is the agreement, as may be amended from time to time, in effect between the Foundation and the Trustee.
- (tt) **Trustee** is the trust company, licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a trustee, acting from time to time as the Trustee under the Trust Agreement. All trusts governed by the plan are resident in Canada.
- (uu) **Unit** is a unit of participation in a Plan, as specified on the cover page of this Agreement. The Subscriber may purchase more than one Unit for the Student, or part thereof, provided that the amount contributed by or on behalf of the Subscriber to purchase the Units does not exceed the RESP Limits.
- (vv) **Unit Termination Date** is the date on which a Unit or Units in respect of the Plan governed by this Agreement is/are terminated.
- (ww) **Year of Eligibility** is the year in which it is anticipated that the Student will be accepted into his or her second year by a Recognized Institution in a Post-Secondary Program of Study, or where the Year of Eligibility has been changed under the terms of this Agreement, that other year.

SAVINGS ACCOUNT

2. The Subscriber agrees to make Deposits to the Depository in accordance with the Application. The Subscriber may change the manner of making Deposits and/or the amount of the Deposits by arrangement with the Manager. Contributions made on behalf of the Student cannot exceed the RESP Limits. Deposits may be made up to the twenty-first (21st) year following the year in which this Agreement was entered into.

As of January 1, 2004, No Contribution may be made by the Subscriber on behalf of the Student unless either

- (a) the Student is resident in Canada when the Contribution is made and, if this Agreement was entered into after 1998, the Student's Social Insurance Number is provided to the Manager before the Contribution is made, or
 - (b) the Contribution is made by way of transfer from another RESP under which the Student was a Beneficiary immediately before the transfer.
3. Notwithstanding the definition of "Student" and notwithstanding paragraph 2 hereof, as of January 1, 2004, where a Deposit has been made by the Subscriber (whether made before January 1, 2004 or after December 31, 2003) on behalf of the Student whose Social Insurance Number has not been provided to the Manager (other than in circumstances described in paragraph 2(b) hereof):
- (a) the Subscriber agrees to provide a valid Social Insurance Number of the Student no later than the date which is eighteen (18) months following the date on which this Agreement was entered into; and
 - (b) until the Social Insurance Number of the Student has been provided within the time period specified in (a) above, the Subscriber hereby irrevocably authorizes and directs as follows:
 - (i) the full amount of any such Deposit (including the portion that would otherwise have been deductible in respect of the Fees) (plus any amount of income earned on Contributions made prior to January 1, 2004) shall be held in the name of the Foundation (rather than the Plan governed by this Agreement) and deposited in an escrow account (the "**Escrow Account**"). The Foundation shall be entitled to deduct or cause to be deducted the Fees from the Escrow Account provided that any amount so deducted in respect of the enrolment fee and depository fee referred to in paragraphs 60(a) and 60(b) hereof shall be deposited back to the Escrow Account upon the Subscriber providing the Student's Social Insurance Number within the time period specified in (a) above. If the Subscriber fails to provide the Student's Social Insurance Number within the time period specified in (a) above (such possibility hereafter being referred to as the "**Condition Subsequent**"), the transfer provided for herein will retroactively be deemed null and void and any amount held in the Escrow Account, including any income earned thereon, but less the Fees, shall be returned to the Subscriber;
 - (ii) upon the Subscriber providing the Student's Social Insurance Number within the time period specified in (a) above, the ownership of the funds transferred to the Escrow Account by the Subscriber (excluding any amount that was income earned on Contributions made prior to January 1, 2004, any income earned on the funds and less Fees) will be transferred back to the Subscriber and will be held by the Foundation as agent of the Subscriber. The Subscriber hereby directs the Foundation to transfer or to cause to be transferred such funds (including the return of the enrolment fee and depository fee described in (i) above, but excluding any income earned in the Escrow Account and less any Fees) to the Trustee in respect of the Plan governed by this Agreement. The Foundation will transfer or cause to be transferred any income remaining in the Escrow Account (including any amount transferred to the Escrow Account that was income earned on Contributions made prior to January 1, 2004) to the Trustee as a Contribution made by the Foundation on behalf of the Subscriber. It is acknowledged that:
 - A. the original amount transferred to the Escrow Account (including the return of the enrolment fee and depository fee described in (i) above and less any Fees) shall be a Contribution made by the Subscriber to the Plan governed by this Agreement,
 - B. the enrolment fee and depository fee referred to in paragraphs 60(a) and 60(b) hereof will be deducted from such Contribution pursuant to the terms of this Agreement,
 - C. the Contribution made by the Foundation (being the amount of any income remaining in the Escrow Account, including any amount transferred to the Escrow Account that was income earned on Contributions made prior to January 1, 2004) will be considered to be income earned in respect of monies held in the SSA and will be included in any EAP paid to the Student pursuant to this Agreement,
 - D. all Contributions to the Plan governed by this Agreement from the funds in the Escrow Account will be subject to the RESP Limits, and
 - E. for the purpose of applying the provisions of this Agreement, the date of application for this Agreement will be the date this Agreement was entered into or the date the Student's Social Insurance Number was provided to the Manager, whichever is later; and
 - (iii) should the Condition Subsequent occur as a result of the Subscriber's failure to provide the Student's Social Insurance Number within the time period specified in (a) above, it is acknowledged that any income earned on the funds held in the Escrow Account must be included in the taxable income of the Subscriber in the year it is earned.

The Subscriber acknowledges that, as of January 1, 2004, an individual is not permitted to be designated as a Beneficiary under a Plan (other than in circumstances described in (ii) of the definition of "Student"), and Contributions in respect of an individual or Student cannot be transferred to the Trustee (other than in circumstances described in paragraph 2(b) hereof), unless the Student's Social Insurance Number has been provided to the Manager.

Upon receipt of the Student's Social Insurance Number within the time period specified in (a) above, if the Plan governed by this Agreement has not otherwise been registered as an RESP, the Agent will apply for registration of this Agreement as an RESP. In the event that the Condition Subsequent occurs or this Agreement is determined by the Canada Revenue Agency not to be registerable as an RESP, this Agreement shall be terminated.

4. Deposits, less any premiums paid pursuant to paragraph 59 hereof, are transferred by the Depository to the Trustee as they are received.
5. Pursuant to the terms of the Trust Agreement, the Trustee agrees to irrevocably hold, invest and reinvest all such transfers referred to in paragraph 4 in the SSA. All Contributions received by the Trustee in respect of the Student, subject to the Fees, together with all income earned thereon, will be irrevocably held by the Trustee for:
- (a) a refund of Contributions pursuant to paragraph 14, 15, 16, 17, 34 or 39 hereof;
 - (b) a transfer of income earned in respect of money held in the SSA into the FEAP Account pursuant to paragraph 12 hereof;
 - (c) a payment to a trust governed by another RESP pursuant to paragraphs 17 and 30 to 32 hereof;
 - (d) at the direction of the Foundation, a payment to, or to a trust in favour of, a Qualifying Institution; and/or
 - (e) a transfer of the principal amount of Contributions held in the SSA into the Income Account.
6. The funds held in the trust will be invested and reinvested in investments that are (a) Qualified Investments; and (b) permitted by the Canadian Securities Administrators.
7. The Subscriber is entitled to a refund of the Contributions, subject to the Fees, at any time prior to the Date of Maturity. In the event the Contributions in respect of all Units under this Agreement are refunded prior to the Date of Maturity, this Agreement is automatically discontinued pursuant to paragraph 33 hereof.
8. By written notice to the Manager, the Subscriber may reduce the number of Units under this Agreement, without terminating this Agreement, so long as the minimum Deposits, as set out in the prospectus in respect of the Plan that was in effect at the time this Agreement was entered into, are maintained.
9. If at any time prior to the Date of Maturity two (2) or more Deposits to the Depository in accordance with the Application have not been deposited to the Plan, and these Deposits remain outstanding for more than 12 months or if these Deposits were not made at any time during the 12 months preceding the Date of Maturity, the Manager will reduce the number of Units in this Agreement. The reduction of Units will occur at the earlier of (i) a date determined by the Foundation that is no more than 24 months from the date of the last missed Deposit or, (ii) just prior to the Date of Maturity. The Units in this Agreement will be reduced to the extent necessary to ensure that the income accumulated per Unit on Contributions made in respect of this Agreement is equivalent to the average income accumulated per Unit on Contributions made in respect of agreements entered into under the Plan that have the same Year of Eligibility as the Year of Eligibility applicable to this Agreement. The Beneficiary designated under this Agreement shall then be eligible for EAPs based on the reduced number of Units.

GOVERNMENT GRANTS

10. Pursuant to the terms of the Grant Agreement and CESA, where the Student is eligible to receive CESGs, each year in which Contributions have been made by or on behalf of the Subscriber, the Foundation, as agent of the Trustee, will apply, or will cause the Agent to apply, for CESGs in respect of the Student at the request of the Subscriber and upon receiving any information required under CESA.
11. Pursuant to the terms of the applicable Grant Legislation, where the Student is eligible to receive Government Grants, the Foundation, as agent of the Trustee will apply, or will cause the Agent to apply, for a Government Grant in respect of the Student upon receiving a written request from the Subscriber and the Primary Caregiver (custodial parent/legal guardian) of the Student, where required. The Subscriber hereby consents to the Foundation providing, or causing the Agent to provide, any information respecting this Agreement that is required by the applicable Grant Legislation in applying for a Government Grant.
12. All Government Grants in respect of the Student that have been received by the Trustee under this Agreement, and all income earned thereon, will be held in the Grant Account and will be invested pursuant to paragraph 6 hereof.
13. Pursuant to the terms of the Trust Agreement and applicable Grant Legislation, the Trustee agrees to irrevocably hold, invest and reinvest the assets of the Grant Account, subject to the Fees, for:
 - (a) a payment of EAPs as permitted under the Act and pursuant to paragraph 44;
 - (b) a refund of Government Grants pursuant to paragraph 58 hereof;
 - (c) a payment of accumulated income payments pursuant to paragraph 55 hereof;
 - (d) a payment to a trust governed by another RESP pursuant to paragraphs 17 and 30 to 32 hereof; and/or
 - (e) at the direction of the Foundation, a payment to, or to a trust in favour of, a Qualifying Institution.

TRANSFER OF INCOME AND PAYMENT TO STUDENT

14. Subject to the Subscriber's transfer option in paragraph 17 and the Fees, on the earlier of the Date of Maturity or the Date of Termination, all income that has accumulated on Contributions made to the SSAs under the agreements that have the same Year of Eligibility will be transferred to the FEAP Account maintained in respect of that Year of Eligibility, and income earned before the transfer will be held in aggregate in the FEAP Account.
15. Pursuant to the terms of the Trust Agreement, the Trustee agrees to irrevocably hold, invest and reinvest the assets of the FEAP Accounts, subject to the Fees, for:
 - (a) a transfer of all income earned in respect of money held in the FEAP Accounts into the Income Account pursuant to paragraph 19 hereof;
 - (b) a payment of EAPs as permitted under the Act and pursuant to paragraph 44 hereof;
 - (c) a transfer of assets held in the FEAP Accounts into the Income Account pursuant to paragraph 64 hereof;
 - (d) at the direction of the Foundation, a payment to, or to a trust in favour of, a Qualifying Institution.
16. On the Date of Termination, Date of Discontinuation or Unit Termination Date, if the Date of Termination, Date of Discontinuation or Unit Termination Date is earlier than the Date of Maturity, the Subscriber is entitled to a return of all Contributions held in the SSA, or all such Contributions referable to such Unit or Units (being the Contributions made by or on behalf of the Subscriber subject to the Fees).
17. The Contributions held in the SSA at the Date of Maturity (being the Contributions made by or on behalf of the Subscriber, subject to the Fees), will be held in the SSA and refunded to the Subscriber, or paid to the Student, at the Subscriber's instruction, in whole or in part, upon the receipt by the Manager of a written request by the Subscriber, subject to the following terms:
 - (a) All income earned in respect of Contributions held in the SSA after the Date of Maturity will be transferred to and maintained in trust in a FEAP Account;
 - (b) After two (2) years from the Date of Maturity, to the extent any Contributions remain in the SSA, these, along with any remaining Government Grants and income earned on Government Grants, will be automatically transferred to a RESP governed by the Family Single Student Education Savings Plan opened in the name of the Subscriber and on behalf of the Subscriber, as authorized by the Subscriber in the Application;
 - (c) Pursuant to paragraph 57, if Contributions are withdrawn at a time when the Beneficiary is not enrolled in a post-secondary institution and program that qualify for an EAP under the Tax Act, the Agent shall, in accordance with the applicable Grant Legislation, cause to be paid out of the Grant Account a refund of all or a portion of the Government Grants received by the Trustee in respect of the Student.
18. Any refund or payment of Contributions to the Subscriber or Student will be subject to all Deposit cheques for such Contributions having cleared the banking system.
19. All income earned in respect of monies held in a FEAP Account will be transferred to and maintained in trust in the Income Account. Pursuant to the terms of the Trust Agreement, the Trustee agrees to irrevocably hold, invest and reinvest the assets of the Income Account, subject to the Fees, hereof for:
 - (a) a payment of the amounts described in paragraph 52 hereof to Qualified Students as a refund of an amount equivalent to the enrolment fees;
 - (b) a payment of EAPs as permitted under the Act and pursuant to paragraph 44 hereof; and/or
 - (c) a payment to, or to a trust in favour of, a Qualifying Institution,the payments to be made on or before the last day of the thirty-fifth year (35th) following the year in which this Agreement is entered into.

CHANGE OF STUDENT

20. The Subscriber may, on written notice to the Manager, designate another Student (a "**Substitute Student**") in place of the original Student provided that (a) such substitution takes place prior to the earlier of the Date of Maturity; and (b) if the Substitute Student is not the same age as the original Student, the Subscriber must agree to such variation in the amount of subsequent Contributions required as may be determined by the Manager, subject to the RESP Limits (in such case, the Maturity Year and the Year of Eligibility will be changed so as to conform with the year of need of the Substitute Student).
21. Notwithstanding paragraph 20 hereof, if the Student dies prior to September 1 of the Year of Eligibility, the Subscriber may, on written notice to the Manager within ninety (90) days after such death, designate a Substitute Student in place of the original Student, provided that such Substitute Student is not, at that time, qualified to receive EAPs under a Foundation sponsored RESP. If the Substitute Student is not the same age as the original Student, the Subscriber must agree to such variation in the amount of subsequent Contributions required as may be determined by the Manager, subject to the RESP Limits (in such case, the Maturity Year and the Year of Eligibility will be changed so as to conform with the year of need of the Substitute Student).
22. Notwithstanding any change of Student, the date of application for this Agreement remains the date of application in respect of the original Student for the purpose of calculating the maximum time period for which Contributions can be made by or on behalf of the Subscriber under this Agreement (being the date of application up to the twenty-first (21st) year following the year this Agreement was entered into), and the date on which this Agreement must be terminated (being the end of the thirty-fifth (35th) year following the year in which this Agreement was entered into) and, as such, the date by which all EAPs to a Qualified Student must be paid.
23. Where there has been a change of Student, for the purposes of determining whether the RESP Limits have been exceeded, all of the Contributions made under this Agreement in respect of the original Student will be deemed to be Contributions made in respect of the Substitute Student unless the Substitute Student is under twenty one (21) years of age and either (a) a parent of the Substitute Student was a parent of the original Student, or (b) both the original Student and the Substitute Student are under twenty-one (21) years of age and are connected to an original Subscriber by blood or adoption for the purposes of the Act.
24. Where there has been a change of Student, the Agent shall, where required under the terms of the applicable Grant Legislation, cause to be paid out of the Grant Account a refund of all or a portion of any Government Grant received by the Trustee in respect of the Student.

PLAN TRANSFER

25. Subject to the Act and the Grant Legislation, Contributions and Government Grants, where permitted, held in a trust governed by another RESP may be directly transferred to the Trustee and form part of the assets held by the Trustee under this Agreement.
26. Subject to the Act, the Grant Legislation and the approval of the Manager, where a transfer of Contributions and Government Grants, where permitted, has been made prior to or within two years after the Date of Maturity (in accordance with paragraph 17) and pursuant to paragraph 25 hereof, income of that other RESP may also be directly transferred to the Trustee and form part of the assets held by the Trustee under this Agreement.
27. For the purpose of determining whether such a transfer results in RESP Limits being exceeded, amounts representing Contributions made to the other RESP will be deemed to be Contributions made under this Agreement unless the Beneficiary of the other RESP was the Student or the Student had not attained twenty-one (21) years of age at the time of the transfer and a parent of the Student was a parent of the Beneficiary of the other RESP.
28. For the purpose of calculating the maximum time period for which Contributions can be made by or on behalf of the Subscriber under this Agreement (being the date of application to the twenty-first (21st) year following the year this Agreement was entered into) and the date on which this Agreement must be terminated (being the end of the thirty-fifth (35th) year following the year in which this Agreement was entered into) and, as such, the date by which all EAPs to a Student must be paid, where a transfer to the Trustee has occurred pursuant to paragraphs 25 and 26 hereof, this Agreement shall be deemed to have been entered into on the earlier of the day on which this Agreement was entered into and the day on which the other RESP was entered into.
29. Notwithstanding paragraph 25 hereof, a transfer of assets to the Trustee pursuant to paragraphs 25 and 26 hereof will not be permitted if the other RESP has made an accumulated income payment as defined in the Act.
30. Subject to the Act, at the direction of the Subscriber prior to the Date of Maturity, the Manager will transfer all or a portion of the Contributions held in the SSA, subject to the Fees, to a trust governed by another RESP.

Upon the transfer of all or a portion of the Contributions held in the SSA to a trust governed by another RESP, all of the income earned in respect of monies held in the SSA, or a portion related to the Contributions transferred, subject to the Fees, will be transferred to the transferee RESP only if the transferee RESP is an RESP governed by a Family Single Student Education Savings Plan. Otherwise, the income will be transferred to the FEAP Account maintained for the relevant Year of Eligibility.

31. Subject to the Act, on or after the Date of Maturity, in accordance with paragraph 17, or at the Foundation's discretion upon the Date of Termination if at that time any accumulated income remains in the Grant Account, the Manager will transfer all or a portion of the Contributions held in the SSA, subject to the Fees, to a RESP governed by a Family Single Student Education Savings Plan.

For greater certainty, with respect to a transfer completed at the Foundation's discretion only, none of the income earned in respect of monies held in the SSA, or a portion related to the Contributions transferred will be transferred to the transferee RESP and will instead be transferred to, or remain in, the FEAP Account for the relevant Year of Eligibility.
32. All or a portion of any Government Grant received by the Trustee in respect of the Student, and/or any income earned thereon, will be transferred, along with the Contributions pursuant to paragraphs 30 and 31 hereof, to a trust governed by another RESP only when such a transfer is permitted by the applicable Grant Legislation.

DISCONTINUATION AND TERMINATION

33. This Agreement will be discontinued:
 - (a) fifteen (15) days after the Manager sends the Subscriber a final notice of a Default Event which must be sent at least fifteen (15) days after the day on which the Manager sends the first such notice of a Default Event;
 - (b) upon the Subscriber making a written request to the Manager to terminate this Agreement, unless such request is made within sixty (60) days after the date of signing the Application; or
 - (c) upon a refund of all of the Contributions held by the Trustee prior to the Date of Maturity, unless such refund is made within sixty (60) days after the date of signing the Application.
34. Upon discontinuation of this Agreement, the Subscriber is entitled to a refund of all Contributions subject to the Fees. If the Contributions are refunded to the Subscriber, the Agent will cause to be repaid any Government Grants that must be repaid pursuant to the applicable Grant Legislation.
35. Provided that the Student has not yet reached fourteen (14) years of age, the Subscriber may reactivate a discontinued Agreement up to two (2) years after the date on which this Agreement was discontinued upon payment of the following:
 - (a) any and all Contributions previously refunded to the Subscriber,
 - (b) all missed Deposits that would normally have been made in accordance with the Application, and
 - (c) the income that would have been earned on all missed Contributions and refunded Contributions.The aggregate of any such payments (less any insurance premiums paid pursuant to paragraph 59) to reactivate a discontinued Agreement must not exceed the RESP Limits. If this Agreement is reactivated, any CESG, SAGES or QESI grant room used up is not reinstated.
36. Provided that this Agreement has otherwise been maintained in good standing for at least three (3) years prior to the Date of Discontinuation, at any time in the period during which this Agreement is discontinued, the Subscriber may elect not to reactivate this Agreement, but instead may elect, on written notice to the Manager, to transfer all of the assets held in the SSA and the Grant Account, where permitted, to an RESP governed by a Family Single Student Education Savings Plan in accordance with paragraphs 30 and 31 hereof.
37. During the period that this Agreement is discontinued, insurance coverage will cease. Insurance coverage will be reactivated once the Subscriber reactivates the discontinued Agreement pursuant to paragraph 35 hereof.
38. This Agreement will be terminated on the earliest of:
 - (a) eighteen (18) months after the date this Agreement was entered into, if the Subscriber has failed to provide a valid Social Insurance Number for the Student, as required pursuant to paragraph 3(a) hereof;
 - (b) two (2) years plus one (1) day after the Date of Discontinuation, unless this Agreement was reactivated pursuant to paragraph 35 hereof;
 - (c) the date the Student turns fourteen (14) years of age in the period during which this Agreement was discontinued, unless the assets held in the SSA were transferred pursuant to paragraph 34 hereof or this Agreement was reactivated pursuant to paragraph 35 hereof;
 - (d) the date on which the Subscriber requests a refund of all Contributions made under this Agreement, if such request is made within sixty (60) days after the date of signing the Application;
 - (e) the date on which the principal amount of all Contributions held in the SSA are transferred to a trust governed by another RESP pursuant to paragraph 30 hereof, including transfers to a Family Single Student Education Savings Plan;
 - (f) the date on which the Subscriber makes a written request to the Manager to terminate this Agreement, if such request is made within sixty (60) days after the date of signing the Application;
 - (g) on the last day of February in the year following the year in which an accumulated income payment was made;
 - (h) the date on which no funds remain in the SSA, Grant Account and the FEAP Account maintained in respect of that Year of Eligibility; and
 - (i) December 31 of the thirty-fifth (35th) year following the year in which this Agreement is entered into.
39. Upon termination of this Agreement, the Subscriber is entitled to:

- (a) if this Agreement is terminated within sixty (60) days after the date of signing the Application, a return of all Contributions plus any Fees, or
 - (b) in any other case, a return of any Contributions remaining in the SSA subject to the Fees.
40. If the Subscriber cannot be located by the Manager at his or her last known address or if the Subscriber does not confirm in writing, within three (3) years less one (1) day of the Manager sending the Subscriber written notice of discontinuation or termination of this Agreement, instructions as to the return of any Contributions remaining in the SSA, then the Subscriber shall forfeit all right to and interest in such Contributions and the net Contributions will be retained and transferred into the Income Account.

ENROLMENT IN A RECOGNIZED INSTITUTION

41. The Subscriber agrees that, prior to the enrolment of the Student in any Post-Secondary Program of Study, the Subscriber and/or the Student will ensure that such a program is at a Recognized Institution.

EDUCATION ASSISTANCE PAYMENTS

42. The Student will be entitled to EAPs under this Agreement only when he or she is a Qualified Student. Prior to November 1 in every year in which the Student is entitled to receive an EAP from the FEAP Account maintained in respect of the Student's Year of Eligibility, the Subscriber or the Student shall furnish proof satisfactory to the Manager that the Student has been accepted and enrolled by a Recognized Institution in a Post-Secondary Program of Study.
43. No later than December in each year in which the Student is entitled to receive an EAP from a FEAP Account, the Foundation will calculate the EAP available to each Qualified Student by taking the amount of all monies in the FEAP Account maintained in respect of the Student's Year of Eligibility and
- (a) for the first (1st) payment in the Year of Eligibility (such year being the second year at a Recognized Institution), dividing one-third (1/3) of such monies by the number of Units relating to all Qualified Students entitled to receive an EAP from that FEAP Account times the number of Units relating to the Student;
 - (b) for the second (2nd) payment in the year immediately following the Year of Eligibility (the third (3rd) year at a Recognized Institution), dividing one-half (1/2) of the remainder of such monies by the number of Units relating to all Qualified Students entitled to receive an EAP from that FEAP Account times the number of Units relating to the Student; and
 - (c) for the third (3rd) payment in the second (2nd) year immediately following the Year of Eligibility (the fourth (4th) year at a Recognized Institution), dividing the remainder of such monies by the number of Units relating to all Qualified Students entitled to receive an EAP from that FEAP Account times the number of Units relating to the Student.
44. EAPs are payable to a Student enrolled in a Post-Secondary Program of Study except that:
- (a) if the Qualified Student is enrolled in a Qualifying Educational Program, he or she must have been so enrolled throughout at least thirteen (13) consecutive weeks in the twelve (12) month period preceding the time of payment, failing which the total of the EAP and all other EAPs paid to the Student under any and all Foundation sponsored RESPs (including any payment of EAPs from the Grant Account and the Income Account) cannot exceed \$5,000 (unless written approval for a greater amount has been obtained by the Subscriber from the Minister of Employment and Social Development Canada); and
 - (b) if the Student is enrolled in a Specified Educational Program, he or she must have attained sixteen (16) years of age, and the total of the EAP and all other EAPs paid to the Student in the thirteen (13) week period preceding the time of payment under any and all Foundation sponsored RESPs (including any payment of EAPs from the Grant Account and the Income Account) cannot exceed \$2,500 (unless written approval for a greater amount has been obtained by the Subscriber from the Minister of Employment and Social Development Canada).
45. In December of each year in which an EAP is to be paid to the Student from a FEAP Account, the Manager will notify the Student of the amount payable to him or her as an EAP for the current year.
46. Neither the Foundation nor the Manager make any warranty or guarantee as to the amount of EAPs payable from a FEAP Account.
47. The amount of EAPs determined to be available to the Student from a FEAP Account for a year shall be paid from the assets of the FEAP Account directly to the Student in two (2) instalments, with the first instalment payable in a reasonably prompt manner upon receipt of a written request at any time during the current year and the second instalment payable no later than December 31st of the current year.
48. Notwithstanding Paragraph 47 if the Student is enrolled in a Qualifying Educational Program that is less than twelve (12) months in duration and commences before July 1, the Manager will pay an EAP in one installment upon receipt of a written request from the Student before six (6) months after the end of such program. The Foundation will calculate the EAP based on the Unit value determined pursuant to paragraph 43 at the end of the previous calendar year and including a discretionary payment from the Income Account representing the amount of income earned on the assets in the FEAP account since such determination.
49. Upon payment of the three EAPs for the Student who has qualified in accordance herewith and upon the Subscriber or Student certifying that the Student is a Qualified Student and a resident of Canada for the purposes of the Act, the Agent will, in accordance with the applicable Grant Legislation, cause to be paid from the assets of the Grant Account to the Student as an EAP, a portion of any Government Grant received by the Trustee in respect of the Student and a portion of any income earned thereon.
50. A Student who is disqualified from receiving EAPs from a FEAP Account may continue to be eligible for an EAP from the Grant Account subject to funds remaining in the Grant Account for this Agreement and upon the Subscriber or Student certifying that the Student is enrolled in a Recognized Institution in a Post-Secondary Program of Study and is a resident of Canada for the purposes of the Act. Under such circumstances the Agent will, in accordance with the applicable Grant Legislation, cause to be paid from the assets of the Grant Account to the Student as an EAP, any such Government Grants and any income earned thereon. Under such circumstances, qualification for EAPs from a FEAP Account cannot be reinstated.
51. It is a condition precedent to the obligation to provide an EAP hereunder that the date of birth of the Student as set out in the Application is correct.

RETURN OF EQUIVALENT OF ENROLMENT FEE

52. In addition to the payment of any EAPs from a FEAP Account hereunder and subject to paragraph 48, at the discretion of the Foundation, the Foundation may cause to be paid as an EAP, from the assets of the Income Account, an amount to a Qualified Student equivalent to 33.3% of the enrolment fee per Unit described in paragraph 60(a) hereof.

DISQUALIFICATION

53. A Qualified Student who is entitled to receive an EAP from a FEAP Account shall be disqualified and cease to be a Qualified Student if:
- (a) the Student does not proceed without interruption into a Post-Secondary Program of Study in the next ensuing year, unless a deferral has been granted by the Foundation pursuant to paragraph 54 hereof; or
 - (b) the Student has received all three (3) EAPs from the relevant FEAP Account.

DEFERRAL

54. If a Qualified Student, for whom the amount available for an EAP from a FEAP Account in a year has been calculated, does not attend a Post-Secondary Program of Study at a Recognized Institution in that year, the Manager may, in its discretion, pay in a subsequent year such amount, or so much thereof as has not already been disbursed as an EAP, and may continue to consider such Qualified Student as being qualified for the purpose of calculating the amount available for subsequent EAPs, all subject to such terms and conditions as the Manager shall prescribe. Notwithstanding the foregoing, EAPs will only be paid to a Qualified Student on or before December 31st of the thirty-fifth (35th) year following the year in which this Agreement was entered into. On or before December 31st of the thirty-fifth (35th) year following the year in which this Agreement was entered into, at the direction of the Foundation, the amounts will be paid to, or to a trust in favour of, a Qualifying Institution.

ACCUMULATED INCOME PAYMENTS

55. Subject to any restrictions under the Act and the Grant Legislation, upon receipt of a written direction on a prescribed form from the Subscriber before or after the Date of Maturity, the Manager will cause accumulated income payments to be made from the assets of the FEAP Account (in respect of income earned on Contributions

received and held in the SSA) and from the assets of the Grant Account (in respect of income earned on Government Grants but other than the principal amount of any Government Grants received by the Trustee in respect of the Student) in an amount representing:

- (a) in the case of before and up to the Date of Maturity, the accumulated income earned on Government Grants received and the accumulated income earned on Contributions received, up to the date of receipt of the written request referred to above; or
- (b) in the case of after the Date of Maturity, the accumulated income earned on Government Grants received up to the Date of Maturity and the accumulated income earned on Contributions received up to the Date of Maturity,
 - (i) to or on behalf of the Subscriber; or
 - (ii) where the Subscriber is the original Subscriber and subject to the maximum amount as permitted by the Act, to the original Subscriber's registered retirement savings plan or to a "spousal or common-law partner plan" as that term is defined in the Act,

provided that the payment as described above will be made only if:

- (c) the payment is not made jointly to, or on behalf of, more than one Subscriber;
- (d) the Subscriber is a resident of Canada, for the purposes of the Act, at the time of payment; and
- (e) any of
 - (i) the payment is made after the ninth (9) year that follows the year in which this Agreement was entered into and each individual (other than a deceased individual) who is or was a Beneficiary under this Agreement has attained twenty-one (21) years of age before the payment is made and is not, when the payment is made, eligible under this Agreement to receive an EAP,
 - (ii) the payment is made in thirty-fifth (35th) year following the year in which this Agreement was entered into, or
 - (iii) each individual who was a Beneficiary under this Agreement is deceased when the payment is made.
 - (iv) where the Minister of National Revenue has, on written application from the Foundation, waives the application of the conditions in paragraph 55(e)(i) where a Beneficiary suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Post-Secondary Program of Study at a Recognized Institution.

CHANGE OF MATURITY YEAR/YEAR OF ELIGIBILITY

- 56. Where it appears that a Student may become a Qualified Student prior to the Year of Eligibility, the Maturity Year and/or the Year of Eligibility shall, on application of the Subscriber or the Student, be changed to an earlier year provided that such application is made to the Manager prior to November 1 in such earlier year. Where this occurs, the principal amount of the Contributions in the SSA will be reduced by an amount equal to the amount of additional interest that, in the opinion of the Manager, would have been earned if such amount had remained in the SSA until the original Date of Maturity and such amount will be transferred to the FEAP Account maintained in respect of the new Year of Eligibility. This transfer of Contributions to the FEAP Account will result in those Contributions being taxed in the hands of the Beneficiary. In the alternative, the Subscriber may leave his or her Contributions in the SSA until the original Date of Maturity at which time he or she will receive a refund of Contributions pursuant to paragraph 17 hereof without any interest deduction. EAPs will then become available in accordance with paragraph 44 hereof assuming the Student is a Qualified Student.
- 57. Where it appears that a Student will not become a Qualified Student during the Year of Eligibility, the Manager may, in its discretion, change the Year of Eligibility upon application of the Subscriber or the Student prior to November 1 of such year. If the application to change the Year of Eligibility is accepted by the Manager, the funds in relation to the Student, where necessary, will be moved to the FEAP Account maintained in respect of the new Year of Eligibility. It is the policy of the Foundation that such a change is granted until December 31st of the year the Student attains twenty-two (22) years of age, provided that such a change does not result in this Agreement providing for the payment of EAPs past the Date of Termination. On or before December 31st of the thirty-fifth (35th) year following the year in which this Agreement was entered into, at the direction of the Foundation, the amounts will be paid to, or to a trust in favour of, a Qualifying Institution.

REFUND OF GOVERNMENT GRANTS

- 58. As and when required under the applicable Grant Legislation, the Agent shall, in accordance with the applicable Grant Legislation, cause to be paid out of the Grant Account a refund of all or a portion of the Government Grants received by the Trustee in respect of the Student.

FEES AND OTHER DEDUCTIONS

- 59. The Subscriber irrevocably authorizes and directs the Manager to withdraw from Deposits made by the Subscriber to the Depository, prior to the transfer of the balance of the Deposits into the SSA, group insurance premiums, to be remitted to the insurance carrier or as it may direct, unless the Subscriber is a resident of Quebec and has declined the group insurance, the Subscriber has attained sixty-five (65) years of age by the date hereof and the Subscriber has provided his or her date of birth, or the Subscriber is to make a one-time Deposit, in accordance with his or her Application, to the SSA.
- 60. The Subscriber irrevocably authorizes and directs the Manager to withdraw from the Contributions transferred to the SSA:
 - (a) an enrolment fee, not to exceed \$100 per Unit (plus applicable taxes) including the pro-rata equivalent related to all partial Units subscribed for, such fee to be paid as follows:
 - (i) in respect of the first \$50 of enrolment fee (or the pro-rata equivalent related to a partial Unit), plus applicable taxes, the fee will be paid from the first \$50 (or the pro-rata equivalent) of Contributions made by the Subscriber in respect of a Unit (or partial Unit); and
 - (ii) in respect of the remaining \$50 of enrolment fee (or the pro-rata equivalent related to a partial Unit), plus applicable taxes, the fee will be paid from 50% of subsequent Contributions made by the Subscriber in respect of a Unit (or partial Unit);
 - (b) annual Depository fees (plus applicable taxes), in such amounts as shall from time to time be agreed upon by the Foundation, provided, however, that only one annual Depository fee is payable regardless of the number of Units purchased for a Student so long as all such Units are purchased at the same time and have the same method of deposit; and
 - (c) any other special process fees (plus applicable taxes) as shall from time to time be agreed upon by the Foundation.
- 61. An administration fee of up to 0.6% per annum (plus applicable taxes) will be paid in respect of funds standing to the credit of the plan accounts, being the SSA, Grant Account, FEAP Account and Income Account (the "Plan Accounts"), and will be paid monthly in arrears and charged against income on the aggregate amounts held in such accounts prior to income allocation to the Plan Accounts. The Foundation will also be entitled to establish, from time to time, reasonable additional service charges and shall be entitled to the reimbursement of all disbursements made in respect of this Agreement.
- 62. The Trustee shall be paid fees and expenses and/or an annual custodial fee in the amount and frequency as may be set out in the Trust Agreement or agreed to by the Foundation and the Trustee, and charged to the Plan Accounts on a pro-rata basis against income prior to income allocation to the Plan Accounts.
- 63. Portfolio managers may be retained by the Manager from time to time and any fees to be paid for their services will be paid from the Plan Accounts on a pro-rata basis.

FORFEITURE OF DISBURSEMENT

- 64. Subject to paragraph 40, any disbursement of funds held in the SSA or FEAP Account, whether a return of Contributions, an EAP or otherwise, that is paid in the form of a cheque (or other similar negotiable instrument) and that remains uncashed for a period of three (3) years from the date of issuance, will be forfeited by the payee and/or the Subscriber, as the case may be, and the funds attributable to that payment will be retained and transferred into the Income Account. Any such uncashed disbursement of funds held in the Grant Account will be repaid as required under the applicable Grant Legislation. On or before December 31st of the thirty-fifth (35th) year following the year in which this Agreement was entered into, at the direction of the Foundation, any such uncashed disbursement of income earned on the Government Grants will be paid to, or to a trust in favour of, a Qualifying Institution.

POWER TO MAKE RULES

- 65. Subject to the Act, CESA, the regulations governing Designated Provincial Programs and paragraphs 42 to 51 hereof, the Foundation shall have the power to make rules surrounding the administration of the calculation and payment of EAPs.

REGISTRATION

66. Pursuant to the Act, the Foundation will apply for registration of this Agreement as an RESP.

AMENDMENTS

67. The Foundation may, with the approval of the Trustee, but without the approval of the Subscriber or the Student, alter, amend, modify or add to the provisions contained in this Agreement and/or the Trust Agreement if such alteration, amendment, modification or addition is:

- (a) for the purpose of adapting the Plan governed by this Agreement to any change in the Act or the Grant Legislation or ensuring continuing compliance with the applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustee or over this Agreement, including for the purpose of maintaining the status of this Agreement as an RESP and/or the continued qualification for Government Grants, or
- (b) necessary or desirable in the opinion of the Foundation and such alteration, amendment, modification or addition, in the opinion of the Trustee on the advice of counsel to the Foundation, is not prejudicial to the Subscriber or the Student.

Notice of any material amendment pursuant to this paragraph 67 shall be given in writing to the Subscriber and shall take effect on a date to be specified therein. The date shall be not less than thirty (30) days after notice of the amendment is mailed to the Subscriber. Notice of any other amendment pursuant to this paragraph 67 shall be given in writing to the Subscriber, which notice may be provided at any time within fifteen (15) months of the effective date of such amendment.

68. Where, in the opinion of the Trustee on the advice of counsel to the Foundation, such alteration, amendment, modification or addition would not be permitted under paragraph 67 hereof, this Agreement and/or the Trust Agreement may be so amended, modified, altered or added to only with the consent of the Subscribers as evidenced by a majority of the votes cast at a meeting of Subscribers duly called for that purpose in accordance with the provisions of the Trust Agreement.

OTHER MATTERS

69. The Foundation hereby agrees to be bound by all the terms and conditions of this Agreement and the Trust Agreement. The Foundation shall have ultimate responsibility for administration of this Agreement.

70. The Trustee shall irrevocably hold all of the assets of the trust, less the Fees, for:

- (a) a payment of EAPs, as permitted under the Act, CESA, regulations governing Designated Provincial Programs and the terms of this Agreement;
- (b) a refund of Contributions pursuant to paragraph 14, 15, 16, 17, 34 or 39 hereof;
- (c) a payment to a trust governed by another RESP pursuant to paragraphs 30 to 32, or 36 hereof;
- (d) a refund of Government Grants pursuant to paragraph 58 hereof; and/or
- (e) at the direction of the Foundation, a payment to, or to a trust in favour of, a Qualifying Institution.

71. Notwithstanding any other provision of this Agreement, the Foundation hereby agrees with the Subscriber that all income to be paid or credited to the SSA, Grant Account, FEAP Account or Income Account shall be held and used in accordance with the terms of the Trust Agreement, this Agreement and the provisions of the Act and the Grant Legislation.

72. The Student, or the Student's parent or the Public Primary Caregiver where the Student is under nineteen (19) years of age and ordinarily resides with the parent or the Public Primary Caregiver, as the case may be, will be notified within ninety (90) days of the designation of the Student under this Agreement and the name and address of the Subscriber.

73. This Agreement, as defined, contains and shall be deemed to contain the whole and entire agreement between the parties hereto and no representation, warranty, covenant or agreement made or purported to be made by or on behalf of any of the parties hereto shall be binding or enforceable against any of the parties hereto unless contained herein.

74. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same Agreement.

75. This Agreement shall enure to the benefit of and be binding upon the heirs and executors of the Subscriber.

76. In this Agreement, unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa.

77. The Trust Agreement shall be available for inspection by the Subscriber at any time during normal business hours at the offices of the Foundation at Suite 1000, 50 Burnhamthorpe Road West, Mississauga, Ontario, L5B 4A5 or at such other address as the Foundation may specify by notice to the Subscriber sent to the Subscriber's last known postal address.

78. Any notice or other communication required to be given pursuant to this Agreement shall be in writing and shall be sent by prepaid mail to Knowledge First Financial Inc. at the address shown in paragraph 77 hereof.

79. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

KNOWLEDGE FIRST FOUNDATION

Per: 
PRESIDENT

Per: 
CHIEF COMPLIANCE OFFICER