



Account Number	I/A Name	I/A Code	Branch
----------------	----------	----------	--------

Advisor
 Managed
 Platinum
 Sovereign
 Royal Choices Plan™ (Group RSP) offered through RBC Financial Group
 Wealthbuilder
 Wealthmanager
 PRO
 Company Name _____

TO: THE ROYAL TRUST COMPANY, TRUSTEE and RBC DOMINION SECURITIES INC., AGENT/PROMOTER

I am applying to open a Retirement Savings Plan ("the Plan"), and request The Royal Trust Company register the Plan under the Income Tax Act (Canada) and any applicable provincial income tax legislation. I acknowledge and agree to be bound by the terms and conditions of this Plan as set out in the application, the Declaration of Trust, and any relevant addendum to the Plan.

If this is a Group RSP, I appoint the Plan Sponsor to act as my agent for the purpose of administration of the Plan, including, without limiting the generality of the foregoing, receiving information on my Plan from time to time, delivering my Application and my directions to Royal Bank or RBC Dominion Securities Inc., as the case may be, and submitting my contributions to RBC Dominion Securities Inc. via Royal Bank.

I certify the information set out below is true, correct and complete and agree to provide any further information, which may be required in connection with the registration and administration of the plan.

ANNUITANT'S INFORMATION (please print)

Given Name	Initials	Surname
Address		
Postal Code	Month	Day
Date of Birth	Year	Social Insurance Number

Please complete the following additional information where required

SPOUSAL INFORMATION

Provide the following if contributions to the Plan include spousal contributions, or if transfers to the Plan include amounts which were transferred from a spousal RSP or RIF.

First Name	Initial	Surname	Social Insurance Number
------------	---------	---------	-------------------------

Note: certain tax situations may arise if a spousal account is inappropriately requested. Please review the tax consequence with your tax advisor or your Investment Advisor.

LOCKED-IN RETIREMENT ACCOUNTS (LIRA)/LOCKED-IN RSP.

Jurisdiction governing the locked-in funds: _____

Signed Addendum Attached

Provisions contained in the Locked-In Addendum will take precedence over the Declaration of Trust.

DESIGNATION OF BENEFICIARY

First Name	Initial	Surname	Social Insurance Number
------------	---------	---------	-------------------------

I designate the person identified above as the Plan beneficiary entitled to receive all benefits and amounts payable under the Plan if I die before the Plan terminates, and hereby revoke all prior designations. I am solely responsible for ensuring that this designation is valid under the laws of Canada, its provinces and territories.

Caution: In some provinces, a beneficiary designation will not be revoked or changed automatically by any future marriage or divorce. If I wish to change my beneficiary designation in the event of a marriage or divorce, I will have to make a new designation.

NOTE: For multiple or contingent beneficiary designations, please complete form 168-113 or 168-117, respectively.

Dated at: _____ This _____ Day of _____

WITNESS

ANNUITANT'S SIGNATURE

RBC DOMINION SECURITIES INC.

SELF-DIRECTED RETIREMENT SAVINGS PLAN – DECLARATION OF TRUST

The Royal Trust Company, (the "Trustee") a trust company amalgamated under the laws of Canada hereby declares that it agrees to act as Trustee for the applicant (the "Annuitant") for the RBC Dominion Securities Inc. Self-Directed Retirement Savings Plan (the "Plan") upon the following terms.

1. Registration - The Trustee will apply for registration of the Plan in accordance with the provisions of Section 146 of the Income Tax Act (Canada) and, if applicable, the provisions of any similar legislation of the Province of residence of the Annuitant as set out on the reverse side hereof ("Applicable Tax Legislation").

2. Definition - Terms used herein which are defined in Section 146 of the Income Tax Act (Canada) or elsewhere in that Act shall have the meanings herein which are assigned to them therein unless the context otherwise suggests or requires. "Application" wherever used herein shall mean that form of application for a retirement savings plan originally completed by an Annuitant when opening a retirement savings plan with the Agent (as defined herein).

3. Spouse - As used herein, the term "spouse" means the individual who is considered under Applicable Tax legislation to be the spouse or common law partner of the Annuitant.

4. Contributions - The Trustee shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant, or the Annuitant's spouse together with any income therefrom constituting a trust fund (the "Fund") to be used, invested and held subject to the terms thereof.

5. Investment - The Fund shall be invested and reinvested by the Trustee, on the direction of the Annuitant, in investments which are qualified investments for registered retirement savings plans and that are acceptable to the Trustee without being limited to investments authorized by law for trustees. The Trustee may, but need not, require any such direction to be in writing. In the absence of a direction from the Annuitant as to the investment of any cash balances forming part of the Fund from time to time, the Trustee will allow interest on such balances at such rate and credited at such time as the Trustee may determine. The Annuitant acknowledges that such cash balances may be invested and reinvested by the Trustee in the Trustee's guaranteed account.

6. Annuitant's Account and Statements - The Trustee will maintain an account in the name of the Annuitant showing all contributions made to the Plan and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant at least annually a statement showing all contributions and investment transactions made and all income and expenses earned or incurred during such period.

7. (a) Management and Ownership - The Trustee may hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all stocks, bonds, or securities held by it for the Plan, including the right to vote or give proxies to vote in respect thereof and to pay an assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

(b) Delegation - The Annuitant authorizes the Trustee to, and the Trustee may delegate to RBC Dominion Securities Inc. or its successor (the "Agent") the performance of the following duties and responsibilities of the Trustee under the Plan:

- (i) receiving the Annuitant's contributions under the Plan;
- (ii) investing and reinvesting the Fund in accordance with the directions of the Annuitant;
- (iii) holding and properly administering the assets forming the Fund;
- (iv) maintaining the Annuitant's account;
- (v) providing statements to the Annuitant of the Annuitant's account;

and such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Plan remains with the Trustee. The Annuitant also authorizes the Trustee to, and the Trustee may, pay the Agent all or a portion of the fees paid by the Annuitant to the Trustee hereunder, and a portion of the return which the Trustee may derive from the use of cash balances forming part of the Fund from time to time, and may reimburse the Agent for its out-of-pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee and charge the Annuitant's account therefor. The Annuitant acknowledges that the Agent will earn normal brokerage commissions on investment and reinvestment transactions processed by the Agent.

8. Annual Administration Fee and Expenses - The Annuitant shall pay to the Trustee an annual administration fee in such amount as may be fixed by the Trustee from time to time provided that the Trustee shall give at least sixty (60) days prior written notice to the Annuitant of any change in the amount of such fee. The fee shall be charged to the Annuitant's account at any time on or before December 31 each year and shall be payable not later than December 31 of that year. Should the Annuitant pay the fee outside of the Plan, the Annuitant's account shall be credited accordingly. Out-of-pocket expenses incurred by the Trustee and the Agent in the administration of the Annuitant's account such as certificate fees, postage, delivery charges, taxes, etc. shall be charged to the Annuitant's account.

Notwithstanding anything herein contained, the Trustee is empowered to realize, in its sole discretion, sufficient assets forming part of the Fund for payment of the fees and expenses referred to above and in paragraphs 12 and 13 herein and for payment of any taxes which may be payable in respect of the trust established hereunder. Any such realization shall be made at such price or prices as the Trustee may in its sole discretion determine and the Trustee shall not be responsible for any loss occasioned by any such realization.

9. Income Tax Information - The Trustee will furnish, or cause to be furnished, to the Annuitant or the Annuitant's spouse appropriate receipts for income tax purposes for all contributions made to the Plan and such other information regarding the Plan as may be required under Applicable Tax Legislation.

10. Date of Birth/Social Insurance Number - The statement of the Annuitant's age and Social Insurance Number or of the age and Social Insurance Number of the Annuitant's spouse contained in the Annuitant's application shall be deemed to be a certification by the Annuitant and an undertaking by the Annuitant to provide any further evidence or proof of age and Social Insurance Number that may be required when a retirement income is provided.

11. Retirement Income - The whole of the Fund shall be invested, used and applied by the Trustee for the purpose of providing retirement income. The Annuitant will, upon ninety (90) days written notice to the Trustee, specify the date for the commencement of a retirement income, which date shall not be later than the end of the calendar year in which the Annuitant attains age 69 or such other age as may be permitted by the Income Tax Act (Canada) (such date being referred to herein as "Maturity"). Such notice shall indicate the name of the company from which such retirement income shall be purchased and shall instruct the Trustee to liquidate the assets in the Plan and apply the proceeds for the provision of a retirement income for the Annuitant in accordance with the terms hereinafter set out, or to amend the Plan in order to permit the transfer of the value of the fund to a registered retirement income fund of the Annuitant. Any retirement income purchased by the Trustee shall, at the option of the Annuitant, be:

- (i) an annuity payable to the Annuitant for the Annuitant's life (or if the Annuitant so designates, to the Annuitant for the lives jointly of the Annuitant and the Annuitant's spouse and to the survivor of them for his or her life) commencing at Maturity and with or without a guaranteed term not exceeding such period of time calculated in accordance with the formula set out in (ii) of this Paragraph 11, or
- (ii) an annuity commencing at Maturity payable to the Annuitant, or to the Annuitant for his or her life and to his or her spouse after his death, for a term of years equal to 90 minus either the age in whole years of the Annuitant at Maturity, or, where the Annuitant's spouse is younger than the Annuitant, and the Annuitant so elects, the age in whole years of the Annuitant's spouse at Maturity.

Any annuity so acquired:

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

12. Refund of Excess Amounts - The Trustee shall, upon written application by the Annuitant of the Annuitant's spouse, in form satisfactory to the Trustee, pay an amount to the applicant to reduce the amount of tax payable by the applicant under Part X.1 of the Income Tax Act (Canada). (07/03)

13. Transfers - Upon receipt at least 90 days prior to Maturity by the Agent of a written direction from the Annuitant in a form satisfactory to the Trustee, the Agent shall forthwith transfer in such form and manner as is prescribed under Applicable Tax Legislation, all of the assets of the Fund or such part thereof as is specified in the Annuitant's written direction together with all relevant information with respect to the Plan:

- (i) to the person who has agreed to be the issuer of another registered retirement savings plan or the carrier of a registered retirement income fund under which the annuitant is the Annuitant, or the spouse or former spouse of the Annuitant from whom the Annuitant is living separate and apart where the transfer is made pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement relating to the division of property between the Annuitant and his or her spouse or former spouse in settlement of rights arising out of their marriage, on or after the breakdown of marriage; or
- (ii) as a contribution to or under a registered pension fund or plan. Such transfer shall take effect in accordance with Applicable Tax Legislation and other applicable laws and within a reasonable time after all forms required by law and by the Trustee to be completed in respect of such transfer have been completed and forwarded to the Agent. Upon such transfer, the Trustee shall be subject to no further liability or duty with respect to the Plan, or the portion thereof, so transferred, as the case may be.

14. Withdrawals - The Annuitant may, by written application, at any time before the commencement of a retirement income, request that the Trustee pay to the Annuitant all or part of the assets held under the Plan, and the Trustee may liquidate any investments held under the Plan, to the extent deemed necessary for that purpose. Such payment shall be made by the Trustee subject to the deduction of all proper charges, including income tax, if any, required to be withheld. The Annuitant shall pay to the Trustee a withdrawal fee in such amount as may be fixed by the Trustee from time to time provided that the Trustee shall give at least sixty (60) days prior written notice to the Annuitant of any change in the amount of such fee. The fee shall be charged to the Annuitant's account.

15. Designation of Beneficiary - Subject to applicable law, the Annuitant may designate a beneficiary to receive the proceeds payable under the Plan in the event of the Annuitant's death prior to the provision of a retirement income hereunder. A beneficiary designation may only be made, changed or revoked by the Annuitant's execution of the appropriate form provided by the Agent for this purpose, which adequately identifies the Plan and has been delivered to the Agent on behalf of the Trustee prior to any payment by the Agent. If more than one such form has been so delivered, the Agent shall make payment in accordance with the form bearing the last execution date. The Trustee and Agent shall be fully discharged upon payment to the beneficiary designated by the Annuitant in the foregoing manner, even though such designation, as a testamentary instrument, may be invalid.

16. No Advantage - No advantage that is conditional in any way on the existence of the Plan may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length other than those advantages or benefits which may be permitted from time to time under Applicable Tax Legislation.

17. Amendments to Plan - The Trustee may from time to time amend this Declaration with the concurrence of the Minister of National Revenue and, if applicable, the concurrence of the provincial tax authorities, by giving at least sixty (60) days prior written notice to the Annuitant; provided however, that any such amendments shall not have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of Applicable Tax Legislation.

18. Notice - Any notice by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the application on the reverse side hereof or at any subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the second business day following the day of mailing.

19. Limitation of Liability and Indemnity - The Trustee shall not be liable in its personal capacity for or in respect of any taxes, interest or penalties which may be imposed on the Trustee in respect of the Plan under Applicable Tax Legislation, whether by way of assessment, reassessment or otherwise, or for any other charges levied or imposed by any governmental authority upon or in respect of the Plan, as a result of payments out of the Plan, the purchase, sale or retention of any investment, (including, without limitation thereof, "non-qualified investments" and "foreign property" within the meaning of Applicable Tax Legislation). The Trustee may reimburse itself for, or may pay, any such taxes, interest, penalties or charges out of the assets of the Plan as it in its absolute discretion deems appropriate. The Annuitant and the heirs, executors and administrators of the Annuitant shall at all times indemnify and save harmless the Trustee in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee in respect of the Plan. In addition, the Trustee shall not be liable for any loss or diminution of the assets of the Plan, except those arising due to the Trustee's own gross negligence, willful misconduct or lack of good faith.

20. Resignation of Trustee - The Trustee may resign as trustee and be discharged from all duties and liabilities hereunder, except such duties and liabilities as were incurred prior to the date of resignation upon at least ninety (90) days prior written notice to the Annuitant or such shorter notice as the Annuitant shall accept. In the event of the resignation of the Trustee, the Trustee shall transfer all of the Fund, together with such information as is necessary to continue the administration thereof to a successor trustee or other carrier within ninety (90) days after giving notice in writing to the Annuitant of such resignation.

21. Binding Agreement - The terms of this trust shall be binding upon the heirs, executors, administrators and assigns of the Annuitant and upon the successors and assigns of the Trustee.

22. Governing Law - The Declaration shall be construed, administered and enforced in accordance with the laws of and in force in the Province of Ontario.

If this is a Group Retirement Savings Plan

As you read this section of the Declaration of Trust, please remember that,

23. The Royal Trust Company ("Royal Trust") is the trustee of my RBC Dominion Securities Inc. Self-Directed Retirement Savings Plan and RBC Dominion Securities Inc. ("Dominion Securities") has been appointed to perform certain administrative and other duties under my Plan.

And

24. As used herein, the term "Plan Sponsor" means a corporation or an association:

- that is the Annuitant's employer or the Annuitant's spouse's employer, or to which the Annuitant or the Annuitant's spouse otherwise has a membership or affiliation; and
- has adopted a Group Savings Plan with Royal Bank of Canada ("Royal Bank"), of which the Annuitant is a member or a former member entitled to benefits under that Group Savings Plan.

25. Plan Part of Group Savings Plan: The Annuitant acknowledges that the Plan Sponsor's arrangement with Royal Bank and the Annuitant or the Annuitant's spouse, imposes certain additional terms and conditions on the Plan referred to in this Declaration of Trust, as set out below.

26. Plan Sponsor as Agent: The Annuitant acknowledges that Royal Bank has appointed the Plan Sponsor as agent for certain limited purposes with respect to submitting contributions and delivering the Annuitant's instructions to Royal Bank. The Annuitant further appoints the Plan Sponsor to act as the Annuitant's agent for the purpose of administration of the Plan including, without limiting the generality of the foregoing, receiving information on the Annuitant's Plan from time to time, delivering the Annuitant's Application and directions to Royal Bank or Dominion Securities, as the case may be, and submitting the Annuitant's contributions to Dominion Securities via Royal Bank.

27. Contributions: In addition to contributions made by the Annuitant or the Annuitant's spouse, Royal Bank on behalf of Dominion Securities may accept any contribution made on the Annuitant's behalf by the Plan Sponsor.

28. Withdrawals: Further to paragraph 14 herein, the Annuitant acknowledges that where the Plan Sponsor makes regular contributions to the Plan on the Annuitant's behalf, those contributions may be suspended if the Annuitant makes a withdrawal from the Plan. For this reason, the Annuitant may be required by the Plan Sponsor to provide the Plan Sponsor with prior written notice of any withdrawal from the Plan.

29. Termination: Upon termination of the Annuitant's relationship with the Plan Sponsor or discontinuance of the Group Savings Plan by the Plan Sponsor, the Plan will no longer be a part of the Group Savings Plan and the Plan will continue as an individual plan with Dominion Securities, subject to the Annuitant's rights with respect to withdrawals and permitted transfers as set out in paragraphs 13 and 14 hereof.

30. Limitation of Liability and Indemnity: The limitation of liability and indemnity provided in paragraph 19 herein, and any authority granted hereby for reimbursement out of the Property will extend to and save harmless the Plan Sponsor.