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DETAILED PLAN DISCLOSURE PROSPECTUS

May 9, 2016
CONTINUOUS OFFERING



Canadian Scholarship Trust Plans

Group Savings Plan 2001

Minimum Subscription: Greater of \$9.50 per month or 1/10th of a Unit

Individual Savings Plan

Minimum Subscription: \$150

Family Savings Plan

Minimum Subscription: \$150



These investment funds are scholarship plans that are managed and distributed by C.S.T. Consultants Inc.

Important Information to Know Before You Invest

The following is important information you should know if you are considering an investment in a scholarship plan.

No Social Insurance Number = No Government Grants, No Tax Benefits

We need Social Insurance Numbers for you and each child named as a Beneficiary under the Plan before we can register your plan as a Registered Education Savings Plan (RESP). The *Income Tax Act* (Canada) won't allow us to register your plan as an RESP without these Social Insurance Numbers. Your plan must be registered before it can:

- qualify for the tax benefits of an RESP, and
- receive any Government Grants.

You can provide the Beneficiary's Social Insurance Number after your plan is open. If you don't provide the Beneficiary's Social Insurance Number when you sign your Contract with us, we'll put your Contributions into an unregistered education savings account. During the time your Contributions are held in this account, we will deduct sales charges and fees from your Contributions as described under "Costs of Investing in this Plan" in the prospectus. You will be taxed on any Income earned in this account if your plan is not registered.

If we receive the Beneficiary's Social Insurance Number within 24 months of your Application Date, we'll transfer your Contributions and the Income they earned to your registered plan. If you do not obtain the Social Insurance Number for your Beneficiaries within 12 months of your Application Date, you must contact us to request a 12-month extension to the deadline.

If we do not receive the Beneficiary's Social Insurance Number within 12 months of your Application Date, and if you do not contact us to apply for the available 12 month extension, we'll cancel your plan. You'll get back your Contributions and the Income earned, less sales charges and fees. Since you pay sales charges up front, you could end up with much less than you put in.

If you don't expect to get the Social Insurance Number for your Beneficiary within 24 months of your Application Date, you should not enroll or make Contributions to the plan.

Payments Not Guaranteed

We cannot tell you in advance if your Beneficiary will qualify to receive any Educational Assistance Payments (EAPs) or any Discretionary Payments from the Group Savings Plan 2001 or how much your Beneficiary will receive. We do not guarantee the amount of any payments or that they will cover the full cost of your Beneficiary's post-secondary education.

Payments from Group Savings Plan 2001 Depend on Several Factors

The amount of the EAPs from Group Savings Plan 2001 will depend on how much the Plan earns and the number of Beneficiaries in the group who do not qualify for payments. Specifically, the EAP values reflect:

- the total number of Units for which there are Beneficiaries enrolled in Eligible Studies who will share in the Income in the EAP Account; and,
- the amount of the Group Plan Bonus paid from the General Fund to supplement EAPs.

We may also make Discretionary Payments that are allocated to Beneficiaries eligible to collect an EAP to further enhance the amount of EAPs the Beneficiaries collect.

Discretionary Payments are not guaranteed. You must not count on receiving a Discretionary Payment. The Canadian Scholarship Trust Foundation decides if it will make a payment in any year and how much the payment will be. If the Canadian Scholarship Trust Foundation makes a payment, you may get less than what has been paid in the past.

Understand the Risks

If you withdraw your Contributions early or do not meet the terms of the Plan, you could lose some or all of your money. Make sure you understand the risks before you invest. Carefully read the information found under "Risks of Investing in a Scholarship Plan" and "Risks of Investing in this Plan" in this Detailed Plan Disclosure.

If You Change Your Mind

You have up to 60 days after signing your Contract to withdraw from your plan and get back all of your money excluding optional insurance premiums (see "Additional Services" on page 8), which are non-refundable.

If you (or we) cancel your plan after 60 days, you'll get back your Contributions, less sales charges and fees. You will lose the Income on your money in the Group Savings Plan 2001. Your Government Grants will be returned to the government. **Keep in mind that you pay sales charges up front. If you cancel your plan in the first few years, you could end up with much less than you put in.**

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Introduction

This Detailed Plan Disclosure contains information to help you make an informed decision about investing in our scholarship plans and to understand your rights as an investor. It describes the Plans and how they work, including the fees you pay, the risks of investing in a Plan and how to make changes to your plan. It also contains information about our organization. The prospectus is comprised of both this Detailed Plan Disclosure and each Plan Summary that was delivered with it.

You can find additional information about each Plan in the following documents:

- the Plan's most recently filed annual financial statements,
- any interim financial reports filed after the annual financial statements,
- the Plan's most recently filed annual management report of fund performance, and
- the undertaking to the Ontario Securities Commission and each other provincial and territorial securities regulator concerning investments of the Plans and other matters.

These documents are incorporated by reference into the prospectus. That means they legally form part of this document just as if they were printed as part of this document.

You can get a copy of these documents at no cost by calling us toll-free at 1-877-333-7377 or by contacting us at cstplan@cst.org.

You will also find the financial statements, management reports of fund performance and the undertaking on our website at www.cst.org.

These documents and other information about the Plans are also available at www.sedar.com.

Any financial statements and management reports of fund performance, if filed by a scholarship plan after the date of the prospectus and before the termination of the distribution, are deemed to be incorporated by reference in the prospectus.

Each Plan is required to prepare annual audited financial statements and semi-annual unaudited financial statements that comply with applicable laws and accounting standards. Each Plan is also required to prepare annually a management report of fund

performance that contains information that is required by law. These documents must be filed with the regulators (through the SEDAR filing system).

Along with the Plan's prospectus, the Plan's financial statements and management report of fund performance provide information that will help you assess the Plan, its past operations, its financial condition, its future prospects and its risks. These documents contain information that is required by law and, in the case of the financial statements that meet applicable accounting standards.

The Plan's annual and interim financial statements include statements of financial position, statements of comprehensive income, statements of changes in net assets attributable to subscribers and beneficiaries and statements of cash flows. These statements include information about the amount of EAPs that have been paid to students in past years, how much of the EAPs have been made up of Discretionary Payments from the Foundation, as well as the funding of the sales charge refund account. The financial statements notes are an integral part of the financial statements.

How scholarship funds are managed can say much about the Plans' ability to withstand market changes and unexpected events. The Plans' management reports of fund performance are prepared each year by the investment fund manager and describe the objectives, strategies and risk management considerations applied to investing Plan assets. The reports discuss events that have affected the Plans' investment performance and set out the investment fund manager's expectations for the coming year. They also describe the investments made by the Plans and how those investments have performed. You can get a list of the investments in each Plan by reviewing the Plan's latest management report of fund performance and financial statements.

The Plans are managed in accordance with the investment restrictions set out in National Policy Statement No. 15 *Conditions Precedent to Acceptance of Scholarship or Educational Plan Prospectuses* and the administrative policies of the Canadian Securities Administrators. The investment fund manager has also provided an undertaking to the Ontario Securities Commission as well as each securities regulatory authority in the provinces and territories of Canada to modify these restrictions as outlined in the prospectus.

Terms used in this Prospectus

In this document, “we”, “us” and “our” refer to the Canadian Scholarship Trust Foundation (the Foundation) and C.S.T. Consultants Inc. (CSTC). “You” refers to potential investors, Subscribers and Beneficiaries.

The following are definitions of some key terms you will find in this prospectus:

Accumulated Income Payment (AIP): the Income on your Contributions and/or Government Grants that you may get from your plan if your Beneficiary does not pursue post-secondary education and you meet certain conditions set by the federal government or by the Plan.

AIP: see Accumulated Income Payment.

Application Date: the date you opened your plan with us, which is the date you sign your Contract.

Attrition: under Group Savings Plan 2001 (a group plan), a reduction in the number of Beneficiaries who qualify for EAPs in a Beneficiary Group. See also Pre-maturity Attrition and Post-maturity Attrition.

Beneficiary: the person you name to receive EAPs under your plan.

Beneficiary Group: Beneficiaries in Group Savings Plan 2001 (a group plan) who have the same Year of Eligibility. They are typically born in the same year.

Contract: the agreement you enter into with us when you open your plan which includes your application form and education savings plan agreement.

Contribution: the amount you pay into a Plan. Sales charges and other fees are deducted from your Contributions and the remaining amount (net Contribution) is invested in your plan.

Discretionary Payment: a payment, other than a fee refund, that Beneficiaries may receive in Group Savings Plan 2001 (a group savings plan) which is added to their EAPs, as determined by the Canadian Scholarship Trust Foundation in its discretion.

EAP: see Educational Assistance Payment.

EAP Account: for Group Savings Plan 2001 (a group plan), an account that holds the Income earned on Contributions made by Subscribers. There is a separate EAP account for each Beneficiary Group. An EAP Account also includes the Income earned on Contributions of Subscribers who have cancelled their plan or whose plan was cancelled by us. The money in this account is distributed to the remaining Beneficiaries in the Beneficiary Group as part of their EAPs.

Earnings: any money earned on your (i) Contributions and (ii) Government Grants, such as interest and capital gains. For Group Savings Plan 2001, it does not include any Income earned in the General Fund (please refer to page 32 for more information), such as interest earned on Income after the Maturity Date.

Educational Assistance Payment (EAP): In general, an EAP is a payment made to your Beneficiary after the Maturity Date for Eligible Studies. An EAP consists of your Income and your Government Grants. For Group Savings Plan 2001 (a group plan), an EAP consists of your Government Grants, Income on your Government Grants, your Beneficiary’s share of the EAP Account and the Group Plan Bonus (please refer to page 32 for more information). EAPs do not include sales charge refunds or discretionary payments.

Eligible Studies: a post-secondary educational program that meets the Plan’s requirements for a Beneficiary to receive EAPs.

Government Grant: any financial grant, bond or incentive offered by the federal government, (such as the Canada Education Savings Grant, or the Canada Learning Bond), or by a provincial government, to assist with saving for post-secondary education in an RESP.

Grant Contribution Room: the amount of Government Grant you are eligible for under a federal or provincial government grant program (also known as grant room).

Income: has the same meaning as Earnings.

Maturity Date: the date on which your plan matures, which is defined as a date in the calendar year in which your Beneficiary turns 18. In general, it is in the year your Beneficiary is expected to enroll in their first year of post-secondary education.

Plan: means the Canadian Scholarship Trust Plan Group Savings Plan 2001, Individual Savings Plan, or Family Savings Plan (collectively, the Plans), each a scholarship plan that provides funding for a Beneficiary’s post-secondary education.

Post-maturity Attrition: under Group Savings Plan 2001 (a group plan), a reduction in the number of Beneficiaries who qualify for EAPs in a Beneficiary Group after the Maturity Date. See also Attrition.

Pre-maturity Attrition: under Group Savings Plan 2001 (a group plan), a reduction in the number of Beneficiaries who qualify for EAPs in a Beneficiary Group before the Maturity Date. See also Attrition.

Subscriber: the person who enters into a Contract with the Canadian Scholarship Trust Foundation to make Contributions to a Plan.

Unit: under Group Savings Plan 2001 (a group plan), a Unit represents your Beneficiary’s proportionate share of the EAP Account. The terms of the Contract you sign determine the value of the Unit.

Year of Eligibility: the year in which a Beneficiary is first eligible to receive EAPs under a Plan. For Group Savings Plan 2001 (a group plan), it is the year in which your Beneficiary turns 18. For Individual and Family Savings Plans, the Year of Eligibility is the year when your Beneficiary enrolls in Eligible Studies.

Overview of our Scholarship Plans

What is a Scholarship Plan?

A scholarship plan is a type of investment fund that is designed to help you save for a Beneficiary's post-secondary education. Your plan must be registered as a Registered Education Savings Plan (RESP) in order to qualify for Government Grants and tax benefits. To do this, we need Social Insurance Numbers for you and the person you name in the plan as your Beneficiary.

You sign a Contract when you open a plan with us. You make Contributions under the Plan. We invest your Contributions for you, after deducting applicable fees. You will get back your net Contributions whether or not your Beneficiary goes on to post-secondary education. Your Beneficiary will receive Educational Assistance Payments from us if they enroll in Eligible Studies and all the terms of the Contract are met.

Please read your Contract carefully and make sure you understand it before you sign. If you or your Beneficiary do not meet the terms of your Contract, it could result in a loss and your Beneficiary could lose some or all of their EAPs.

Types of Plans We Offer

The Canadian Scholarship Trust Foundation offers the following Plans:

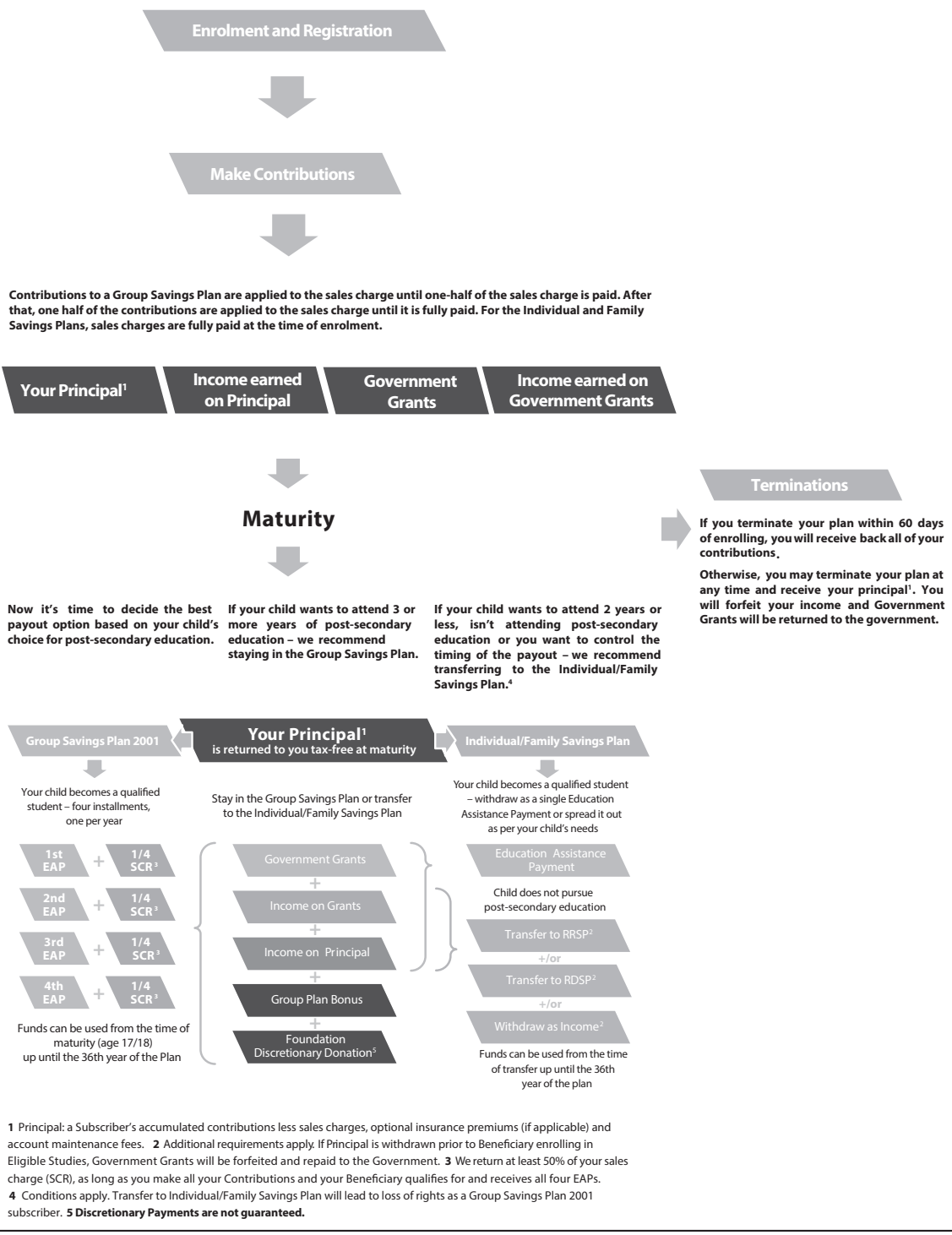
- Group Savings Plan 2001
- Individual Savings Plan
- Family Savings Plan

There are differences in the enrolment criteria, Contribution requirements, fees, payments to Beneficiaries, options for receiving EAPs and options if the Beneficiary does not pursue Eligible Studies among the scholarship Plans offered. The Plan-specific disclosure for each scholarship Plan is provided on pages 15, 38, and 46 for Group Savings Plan, Individual Savings Plan and Family Savings Plan, respectively.

How our Plans work

Make sure your contact information is up to date

It is important that you keep your address and contact information up to date. We will need to communicate important information to you throughout the life of your plan. We will also need to find you and the Beneficiary when the plan matures so we can return your Contributions and make payments to the Beneficiary.



Enrolling in a Plan

To enroll:

- Complete an application and any applicable Government Grant applications and supply your Social Insurance Number. Spouses or common-law partners may apply as joint Subscribers. Each Subscriber's Social Insurance Number is required at the time of enrolment to register the Plan as an RESP under the *Income Tax Act* (Canada).
- Designate a Beneficiary for Group Savings Plan 2001 or Individual Savings Plan. Designate one or more Beneficiaries for Family Savings Plan. Each Beneficiary must be a Canadian resident. Multiple Beneficiaries must be (i) all siblings; (ii) all family members of the Subscriber; and (iii) all under the age of 21.
- Provide your Beneficiary's Social Insurance Number within 24 months of your Application Date so that we can register your plan.
- If your Beneficiary qualifies for Canada Learning Bond and/or Additional Canada Education Savings Grant, have the Beneficiary's primary caregiver complete the form designating your plan as the one to receive these grants.
- **Group Savings Plan 2001:**
 - Choose the amount you wish to contribute (which will determine the number of Units you purchase)
 - Select a Contribution schedule
- **Individual/Family Savings Plan:**
 - Choose an initial Contribution amount
 - Establish a Contribution schedule of your choice
- Submit the application to us through your sales representative
- When we accept the application, you will have entered into an education savings plan agreement which will be your Contract. We will provide a copy of the Contract to you.

If your Beneficiary does not have a Social Insurance Number

Your education savings plan does not qualify as an RESP until it is registered under the *Income Tax Act* (Canada). We will apply to register your plan with Canada Revenue Agency on your behalf, but we cannot register an education savings plan agreement without Social Insurance Numbers (SINs) for both the Subscriber and any Beneficiaries. You must normally supply SINs for any Beneficiaries within 24 months of your Application Date. You have the option to wait until the Beneficiary has a SIN to purchase a scholarship plan.

Any Contributions (less sales charges and fees) made for a child whose SIN we have not received will be deposited

in an unregistered education savings account and invested in money market securities and bonds pending our receipt of the Beneficiary's SIN. An unregistered education savings account is not eligible for tax benefits or grants. However, as long as you provide the Beneficiary's SIN by our deadline it will:

- permit the Year of Eligibility for your Beneficiaries to be determined based on your Application Date;
- prevent you having to make higher Contributions for the same amount of EAPs due to a child moving into the next age bracket while waiting for a SIN (see Group Savings Plan 2001 "Contribution Schedule" on page 18);
- permit the Contributions deposited in the unregistered education savings account to be eligible for Government Grants once your plan is registered; and
- permit Income earned on amounts deposited into the unregistered education savings account to not be taxed in your hands, but in the hands of your Beneficiaries when it is paid out as part of an EAP.

If we receive the required SIN within 24 months of your Application Date, we will contribute the original amount of your Contributions to the applicable Plan and we will also transfer the Income earned on your Contributions to the Plan. The date of this transfer will be considered the date of the Contribution into the Plan.

If we have not received the required SIN within 12 months of your Application Date (or any extended deadline, if applicable) we will refund all amounts contributed to an unregistered education savings account except for sales charges, account maintenance fees and any insurance premiums. Any Income earned on these Contributions will be taxed in the Subscriber's hands. The tax benefits described in this prospectus do not apply to an unregistered education savings account and Government Grants are not payable on Contributions made to such an account.

In the event circumstances make it difficult for you to obtain SINs for your Beneficiaries, we can extend the 12-month deadline by up to a further 12 months. Should you wish to extend your deadline, you need to complete an Application for Extension of Deadline to Submit Social Insurance Number available from us.

If we close your unregistered education savings account because we did not receive SINs for your Beneficiaries by our deadline, you can reinstate your plan by providing the required SIN within two years of termination and making any Contributions (plus Income that would have accrued) that were missed prior to reinstatement.

Government Grants

The following is a brief summary of the various Government Grants. To receive any applicable Government Grants, you are required to complete the appropriate application form and we will apply to the applicable government on your behalf.

Any Government Grants you receive are owned by your Beneficiary and invested on their behalf in your plan. Government Grants for your Beneficiary are pooled with the Government Grants of other Beneficiaries. Government Grants are invested separately from your Contributions. Government Grants of your Beneficiary, and any Income on them, are paid to your Beneficiary when he/she collects his/her EAPs. One-quarter of the Government Grant invested in Group Savings Plan 2001 is paid with each EAP along with one-quarter of the Income earned on the Government Grants. With the Individual Savings Plan and the Family Savings Plan, the Government Grants are paid in proportion to the amount of Income withdrawn as an EAP.

Canada Education Savings Grant (CESG)

The CESG is a grant of up to \$7,200 from the federal government, paid into the RESP of an eligible Beneficiary. The amount of grant your Beneficiary receives is based on Contributions you make until the end of year in which the Beneficiary turns 17 years of age and any available Grant Contribution Room the Beneficiary may have up to that time. Families with an annual income below certain income levels are entitled to an additional 10% to 20% CESG on the first \$500 they contribute each year. For more information about CESG, please visit http://www.esdc.gc.ca/en/student_grants/cesg.page

Canada Learning Bond (CLB)

The CLB is a grant of up to \$2,000 from the federal government, paid into the RESP of an eligible Beneficiary born on or after January 1, 2004. In any given year, your Beneficiary may receive the CLB up to the end of the calendar year in which they turn 15 and must qualify for the National Child Benefit Supplement. Repayment of CLB does not result in a loss of entitlements. For more information about CLB, please visit http://www.esdc.gc.ca/en/education_savings/clb.page

Quebec Education Savings Incentive (QESI)

The QESI is a Quebec government program that pays refundable tax credits of up to \$3,600 into the RESP of a Quebec resident Beneficiary. The amount of grant your Beneficiary receives is based on Contributions you make and any available Grant Contribution Room you may have. Families with an annual income below certain levels are entitled to an additional 5% to 10% QESI on the first \$500 they contribute each year. For more information about QESI, please visit http://www.revenuquebec.ca/en/citoyen/situation/parent/autres_infos/iqee/default.aspx

Saskatchewan Advantage Grant for Education Savings (SAGES)

The SAGES is a grant of up to \$4,500 (\$250 per year, commencing in 2013) from the Government of Saskatchewan paid into the RESP of a Beneficiary who is a Saskatchewan resident. The amount of grant your Beneficiary receives is based on the Contributions you make and any available Grant Contribution Room you may have. For more information about SAGES, please visit <http://www.saskatchewan.ca/residents/education-and-learning/scholarship-bursaries-grants/grants-and-bursaries/saving-for-post-secondary-education>

British Columbia Training and Education Savings Grant (BCTESG)

The BCTESG is a one-time grant of \$1,200 from the Government of British Columbia (B.C.) paid directly into the RESP of a Beneficiary who (i) has been born on or after January 1, 2006 and (ii) is a B.C. resident. Beneficiaries are eligible for the BCTESG on their sixth birthday up until the day before their ninth birthday. No matching or additional Contributions are required in order to receive the grant. The Grant will be retroactive to 2012 for eligible children. For more information about BCTESG, please visit <http://www.gov.bc.ca/BCTESP>

The following table summarizes various Government Grants including when we are required to return your Government Grants to the applicable government.

Grant	Provider	Lifetime Maximum	Annual Maximum per Beneficiary	Examples of conditions under which Government Grants must be returned to the Government
CESG	Federal Government	\$7,200	\$500, provided you pay \$2,500 in Contributions \$1,000 with carry forward room provided you pay \$5,000 in Contributions	<ul style="list-style-type: none"> You withdraw Contributions from your plan and the Beneficiary is not enrolled in Eligible Studies; Your plan is terminated before grant is paid out or its registration as an RESP is revoked; You add a Beneficiary to your plan that has received Additional CESG, and the additional Beneficiary is not a sibling of the other Beneficiaries; You change the Beneficiary of your plan and the new Beneficiary is not under the age of 21 years or not a sibling of the former Beneficiary; You transfer an amount from one RESP to another and the transfer is not an eligible transfer; Accumulated Income Payments are made; or, Payment to a Designated Educational Institution.
CLB	Federal Government	\$2,000	\$500 in the first year; \$100 every qualifying year thereafter until the Beneficiary turns 15 You are not required to make any Contributions.	<ul style="list-style-type: none"> Your plan is terminated before grant is paid out or its registration as an RESP is revoked; You change the Beneficiary; You must repay grant received for a Beneficiary who has received CLB and ceases to be a Beneficiary; Accumulated Income Payments are made; or, Payment to a Designated Educational Institution.
QESI	Quebec Government	\$3,600	\$250, provided you pay \$2,500 in Contributions \$500 with carry forward room provided you pay \$5,000 in Contributions	<ul style="list-style-type: none"> You withdraw Contributions from your RESP before the Beneficiary enrolls in Eligible Studies; You add a Beneficiary to your plan who has received Additional QESI, and the additional Beneficiary is not a sibling of the other Beneficiaries; You change the Beneficiary of your plan and the new Beneficiary is not under the age of 21 years or not a sibling of the former Beneficiary; Accumulated Income Payments are made; or, Payment to a Designated Educational Institution.
SAGES	Saskatchewan Government	\$4,500	\$250, provided you pay \$2,500 in Contributions \$500 with carry forward room, provided you pay \$5,000 in Contributions	<ul style="list-style-type: none"> Your plan is terminated before grant is paid out or its registration as an RESP is revoked; You withdraw Contributions from your plan and the Beneficiary is not enrolled in Eligible Studies; You transfer your RESP to an ineligible promoter; You change the Beneficiary of your plan and the new Beneficiary is not under the age of 21 years or not a sibling of the former Beneficiary; Accumulated Income Payments are made; or, Payment to a Designated Educational Institution.
BCTESG	British Columbia Government	\$1,200	One-Time payment of \$1,200 at age 6 to be collected before the Beneficiary turns age 9 No matching or additional Contributions required	<ul style="list-style-type: none"> Your plan is terminated or its registration is revoked before grant is paid out as part of an EAP; You withdraw Contributions from your plan and the Beneficiary is not enrolled in Eligible Studies; or, Application for the grant contained false information.

Contribution Limits

While none of our Plans imposes a limit on Contributions that can be made, the total of all Contributions for any Beneficiary is subject to a lifetime limit of \$50,000 under the *Income Tax Act* (Canada). Government Grants are not included in calculating Contribution limits. If you make Contributions that exceed this limit, there are tax consequences (please see "How you are taxed" on page 12 for details).

You can make Contributions to your plan that exceed the amount that would result in you receiving the maximum annual amount in Government Grants. These additional Contributions do not allow you to receive additional Government Grants. All Contributions you make are invested in your plan in the same way.

Additional Services

Optional Group Insurance (Group Savings Plan 2001 only)

You can apply for an optional group insurance policy offered by Sun Life Assurance Company that will allow you, upon payment of the applicable premiums, to ensure that your plan continues if you are unable to make the Contributions due to disability or death. Under this insurance program, if you or a joint Subscriber dies before age 70, or are totally and permanently disabled before age 65, your Contributions will be paid out under the insurance policy until the Contribution schedule for your plan is complete.

If you purchase insurance, the applicable premiums (see "Insurance Premiums" on page 36) will be added to your Contributions and remitted to Sun Life Assurance Company. We receive one-third of the premiums from Sun Life Assurance Company in return for providing administrative services related to the insurance program.

Fees and Expenses

There are costs for joining and participating in our Plans. You pay some of these fees and expenses directly from your Contributions. The Plans pay some of the fees and expenses, which are deducted from the Plans' Income. See "Costs of Investing in this Plan" on pages 21, 39 and 47 of this prospectus for a description of the fees and expenses of each of our Plans. Fees and expenses reduce the Plan's returns which reduces the amount available for EAPs. There are different fees and expenses associated with each of the Plans we offer. The choice of Plan also affects the amount of compensation that is paid to us in our capacity as dealer as well as the amount of compensation paid to your sales representative.

Eligible Studies

EAPs will be paid to your Beneficiary only if he or she enrolls in Eligible Studies. For a summary of the educational programs that qualify for EAPs under our Plans, see "Summary of Eligible Studies" on pages 15, 38 and 46.

Payments from the Plan

Return of Contributions

We always return your Contributions, less sales charges and fees to you or to your Beneficiary. Income from the

Plan will generally go to your Beneficiary. If your Beneficiary does not qualify to receive the Income from your Plan, you may be eligible to get back some of the Income as an "Accumulated Income Payment (AIP)". See the "Accumulated Income Payments" section in this Detailed Plan Disclosure for more information about AIPs.

Educational Assistance Payments

We will pay EAPs to your Beneficiary if you meet the terms of your plan, and your Beneficiary qualifies for the payments under the plan. The amount of each EAP depends on the type of plan you have, how much you contributed to it, the Government Grants in your plan and the performance of the Plan's investments.

You should be aware that the *Income Tax Act* (Canada) has restrictions on the amount of EAPs that can be paid out of an RESP at a time. A full-time student may not receive more than \$5,000 as an EAP unless he or she has completed at least 13 consecutive weeks of study in the previous 12 months. A part-time student can collect EAPs of up to \$2,500 for each 13-week period of study.

Unclaimed accounts

Your plan is considered unclaimed when a payment is due to you and we are unable to locate either you or your Beneficiary. We will mail letters to you and/or your Beneficiary at the address on file. If our letters are returned as undeliverable, we will make reasonable efforts to locate you or your Beneficiary using other available public services.

If we cannot locate you or your Beneficiary, we will continue to invest your net Contribution and Government Grants in your plan.

If your plan is in Group Savings Plan 2001, we will transfer the Income earned on your net Contribution at the Maturity Date into the EAP Account for your Beneficiary's Year of Eligibility. At the end of the 36th year of your plan, we will transfer any Income earned on your net Contribution after the Maturity Date into the General Fund and we will pay Income earned on Government Grants to a post-secondary educational institution we choose. Any Government Grants received will be returned to the applicable government.

If your plan is in the Individual Savings Plan or Family Savings Plan, at the end of the 36th year of your plan we will pay any Income within the plan to a post-secondary educational institution we choose. Any Government Grants received will be returned to the applicable government.

If we have sent any payments to you or your Beneficiary that have not been claimed or cashed, we will transfer those payments to the Foundation six years after they are made or by December 31st of the 36th year of your plan, whichever is earlier. The only exceptions are Government Grants that we will repay to the applicable governments.

You can claim your Contributions and/or your EAPs until December 31st of the 36th year of your plan by contacting us. You will forfeit your unclaimed Contributions and EAPs after the expiry of the plan.

How We Invest your Money

Investment Objectives

The Plans' investment objectives are to protect Subscribers' principal (net Contribution) and to deliver a reasonable positive return on investments over a long-term investment horizon within prudent risk tolerances.

The fundamental investment objectives of the Plans may not be changed without the consent of a two-thirds vote of a Plan's Subscribers represented at a meeting in person or by proxy.

To meet our responsibilities to Subscribers and strive to achieve the Plans' investment objectives, the Foundation and its Investment Committee establish investment policies for the Plans, and select and monitor portfolio managers. The Plans invest primarily in debt securities of Canadian governments and financial institutions. The Plans also invest Income from the Plans in corporate debt securities, US exchange traded equity securities that replicate the performance of a broad market index of equity securities of US companies and Canadian equity securities.

Investment Strategies

We understand there is an inherent conflict in the goals stated above – that often, to achieve a competitive return, we need to assume a certain amount of risk which might conflict with our first goal, protecting Subscribers' principal (net Contributions). At least every three years, we undertake an asset-liability modeling exercise with the assistance of our investment consultants to establish the nature and amount of Plan liabilities or obligations to Subscribers, and to determine the asset classes and portfolio composition best suited to achieving the investment objectives. The risk budgeting exercise determines how best to manage the conflict described above by establishing a minimum risk position and measuring how different investment strategy combinations might contribute to enhance investment returns and to reduce risk. By calculating each Plan's investment horizon or duration and investment return potential (including returns earned to date) we determine how best to optimize risk and return characteristics to ensure that the Plan's investment objectives are met.

The result of this work is set out in a statement of investment policies and goals and includes Plan asset mixes, asset classes, and performance objectives. The Plan's investment portfolios are managed by portfolio managers. The mandates and benchmarks of each portfolio manager are designed to support and enhance the Plan's return and risk objectives.

Currently there are eight portfolio managers that manage the Plans' investments. To gain the benefit of

diversification, we employ portfolio managers that have their own unique strengths and strategies. Those strategies encompass sector selection, yield curve and duration positioning, credit analysis and security selection. Our objective is to employ portfolio managers who excel in their own area of specialization and at the same time fulfill a role within the overall Plan investment objectives. We monitor the performance of the portfolio managers on an on-going basis. CSTC's Chief Investment Officer conducts this monitoring and manages the various portfolio managers. CSTC may decide to change the portfolio managers or the allocation of assets assigned to any portfolio manager from time to time in its sole discretion and may do so without prior or other notice to Subscribers of the Plans.

Principal and amounts representing Government Grants paid into each Plan are invested only in one or more of the following types of securities in accordance with the undertaking:

- (1) Debt securities of Canadian federal and provincial governments or debt securities of federal and state governments in the United States;
- (2) Certain guaranteed mortgages;
- (3) Mortgage-backed securities, where all of the underlying mortgages are guaranteed mortgages;
- (4) Cash equivalents; and,
- (5) Guaranteed investment certificates (GICs) and other evidences of indebtedness of Canadian financial institutions where such securities or the financial institution have an approved credit rating.

In addition to the above-noted securities, Income of each Plan can be invested also in one or more of the following types of securities in accordance with the requirements of the undertaking:

- (1) Debt securities of corporations, provided those corporate bonds have a minimum credit rating;
- (2) Exchange-traded equity securities listed on a stock exchange in Canada such as the TSX; and,
- (3) "Index participation units" provided that (a) the index participation units are securities of a mutual fund (exchange traded fund or ETF), (b) the ETF trades only on a stock exchange in Canada such as the TSX, (c) the ETF's investment objective is to replicate the performance of a specified widely quoted market index of Canadian or U.S. equity securities, and (d) the ETFs may only use derivatives for the purpose of currency hedging.

As investment fund manager, we can change the investment strategies and activities of the Plans without the consent of Subscribers, subject to any required approvals of the Canadian Securities Administrators and the Foundation and/or its Investment Committee.

Investment Restrictions

The investment of your Contributions, Grants and the Income earned on them must comply with restrictions contained in the *Income Tax Act* (Canada) and the administrative policies of the Canadian Securities Administrators. The Plans are managed in accordance with the investment restrictions set out in the undertaking to the Ontario Securities Commission and every other securities regulatory authority in the provinces and territories of Canada where the Plans are managed and distributed to the public. The undertaking is incorporated by reference into this prospectus and is available for review on our website www.cst.org or the SEDAR website www.sedar.com.

The undertaking describes the specific investments which may be made by the Plans and also sets out the specific investment restrictions as noted below. Unless permitted by the undertaking, no other investments can be made by the Plans.

Investments in corporate bonds

The Plans may invest in debt securities issued by corporations as noted in the section above. These investments are permitted subject to the following restrictions:

- no principal or Government Grants may be invested in such securities;
- investments may only be made in debt securities with a minimum credit rating of BBB from a designated credit rating organization; and,
- no more than 10% of the net assets of the Plan, taken at market value at the time of the transaction, may be invested in the securities of a single corporate issuer.

Investments in exchange-traded equity securities

The Plans may invest in exchange-traded equity securities, including index participation units of exchange traded funds provided that:

- no principal or Government Grants may be invested in such securities; and,
- any ETF held must trade only on a Canadian stock exchange and have as its investment objective to replicate the performance of a broad market index of equity securities of Canadian or U.S. companies by directly investing in the same equity securities in the same proportions as the representative index; and,
- the Plans will not purchase a security of an issuer if immediately after the purchase, the Plans would hold securities representing more than 10 percent of
 - the votes attached to the outstanding voting securities of that issuer; or,
 - the outstanding equity securities of that issuer; and,
- no more than 10% of the net assets of the Plan, taken at market value at the time of the transaction, may be invested in the securities of a single issuer.

General restrictions

The Plans must also invest in accordance with the restrictions set out in the undertaking including the following:

- the Plans will not purchase a security for the purpose of exercising control over or management of the issuer of the security;
- the Plans cannot purchase any illiquid assets;
- investments in real estate and physical commodities are not permitted; and,
- purchasing securities on margin, short selling, securities lending, or repurchase or reverse repurchase agreements are prohibited.

We are required to confirm our compliance with the undertaking annually to the Ontario Securities Commission. We are only able to deviate from the restrictions set out in the undertaking with the agreement of the Canadian Securities Administrators and subject to any required approval of the Board of Directors of the Foundation.

Risks of Investing in a Scholarship Plan

If you or your Beneficiary do not meet the terms of your Contract, it could result in a loss and your Beneficiary could lose some or all of their EAPs. Please read the description of the plan-specific risks under “Risks of investing in this plan” in this Detailed Plan Disclosure.

Investment Risks

The prices of the investments held by the Plans can go up or down. Below are some of the risks that can cause the value of the Plans’ investments to change, which will affect the amount of EAPs available to Beneficiaries. Unlike bank accounts or guaranteed investment certificates, your investment in the Plan is not covered by the Canada Deposit Insurance Corporation or any other government deposit insurer.

Interest Rate Risk

Interest rate risk is the risk of a lower return from interest-bearing fixed income securities as a result of fluctuations in market interest rates. Generally an increase in interest rates causes bond values to decline, while a decline in interest rates will increase bond values. Our portfolio managers manage this risk by analyzing and employing duration, yield curve, sector, credit and security selection strategies.

Credit Risk

Plan assets are mainly invested in bonds issued or guaranteed by federal or provincial governments, although a portion can be invested in corporate debt. Our Plans are concentrated in government and government-guaranteed bonds which are considered to be high credit quality, thereby moderating credit risk. Corporate credit risk reflects the risk of the underlying issuers and is moderated by setting credit quality standards and concentration limits.

Liquidity Risk

The Plans must repay net Contributions to Subscribers and make EAP payments to Beneficiaries as described in this prospectus and in accordance with the Plan rules. The risk that the funds may not be available to make these payments is managed through the Plans’ investment strategies. The Plans primarily invest in securities that are traded in active markets and can be readily bought and sold. The Plans retain sufficient cash and cash equivalents to meet liquidity requirements by using cash forecasting models that incorporate the aging of Contributions and accumulated Income.

Other Price Risk – Equities

This risk includes a financial instrument’s fluctuations in value resulting from changes in market prices. Income earned on each Plan’s assets can be invested in exchange traded equity securities including certain broad market Canadian and US equity listed ETFs. The return on these equity securities can vary based on both market sentiment and the value and prospects of the underlying issuer or, in the case of ETFs, the broad market indexes. Prices of equity securities and exchange traded securities can go up or down and may have greater risk and price volatility than fixed income investments. Each Plan’s equity price risk is managed primarily by limits on the total amount of equity in the Plan, not allowing any principal or Government Grants to be invested in equity securities and additional risk controls set out in the mandates of the portfolio managers.

The sales charge refund account (see Refund of Sales Charges on page 24) is a separate portfolio where the Foundation makes funding payments and does not include investor deposits. This account is invested in equities as well as bonds and equity values may vary according to issuer, industry or market. We provide our portfolio managers with investment policies, risk tolerances and guidelines for selecting and managing these securities.

How Taxes Affect your Plan

Your plan is registered with the Canada Revenue Agency to become a Registered Education Savings Plan, which provides you with certain tax benefits described below.

How the Plan is taxed

Each Plan qualifies as a registered education savings plan and assuming such status is maintained, no tax is payable under Part I of the *Income Tax Act* (Canada) on the Income of the Plans.

How you are taxed

Your Contributions to an RESP are not deductible by you for income tax purposes. As such, your Contributions are not taxable when withdrawn from the Plan, either at the Maturity Date or another time.

Return of Contributions at the Maturity Date

Contributions refunded to you after the Maturity Date will not be taxable.

Withdrawal of Contributions before the Maturity Date

Contributions withdrawn before the Maturity Date will not be taxable.

Refund of sales charges or other fee

Any refunded portion of the sales charges paid will not be taxable as income to you as they are part of your Contributions.

Any other distributions to the Subscriber in the form of income, capital or otherwise

No distributions are made to you. You may only receive an AIP. For information on the tax consequences of receiving an AIP, please see "If you receive an Accumulated Income Payment (AIP)".

Cancellation of units prior to the maturity date

Contributions refunded to you as a result of the cancellation of units prior to the Maturity Date are not taxable. If the units are cancelled prior to registration of the plan with the Canada Revenue Agency, any Income earned in the plan will be taxable in your hands.

Purchase of additional units

Contributions made to purchase additional units are not tax deductible by you for income tax purposes.

Transfer between plans

The amounts transferred between plans are not taxable.

Additional Contributions made to address backdating of a plan or to cure defaults under the plan

If you are enrolled in the Group Savings Plan 2001, a portion of your Contributions may be allocated to the Income balance in your Plan under certain circumstances. This could occur if you backdate your Plan on enrolment, if you change your deposit frequency, if you are in default and need to make payments to bring your Plan back to good standing or if you need to advance your Maturity Date to an earlier date. See "Making changes to your Plan" on page 24 for more details. Any Contributions allocated to Income becomes taxable when paid as an Educational Assistance Payment or Accumulated Income Payment.

A Contribution beyond the limit set by *Income Tax Act* (Canada)

The total of all Contributions to all RESPs for any Beneficiary is subject to a lifetime limit of \$50,000. If the \$50,000 limit is exceeded, the Subscriber will be subject to a 1% per month penalty tax on the Subscriber's share of the excess.

Where there has been a change of Beneficiary, Contributions made for the old Beneficiary are deemed to have been made for the new Beneficiary (and are therefore taken into account in determining compliance with the lifetime limit) unless:

- the new Beneficiary is under age 21 and is a sibling of the old Beneficiary; or
- both the old and the new Beneficiaries are under age 21 and are family members of the Subscriber.

If you receive an Accumulated Income Payment (AIP)

This only applies to the Individual Savings Plan and the Family Savings Plan or to your post-maturity Income and Income on Government Grants in the Group Savings Plan 2001.

If certain conditions are met (See Accumulated Income Payments on pages 32, 45, and 53), Income from an RESP may be paid to the Subscriber or certain persons replacing the Subscriber as an AIP.

The full amount of an AIP will be subject to regular income tax in the year that it is received, plus an additional federal tax of 20% (In the case of Quebec residents, the additional tax is a federal tax of 12% and a provincial tax of 8%).

Relief from this tax may be available where the recipient of the AIP is:

- the original Subscriber,
- the spouse or former spouse of the original Subscriber who acquired the Subscriber's rights upon marriage breakdown, or
- the spouse or former spouse of a deceased Subscriber where there was no replacement Subscriber.

A recipient may, to the extent he/she has unused Registered Retirement Savings Plan (RRSP) contribution room, transfer up to \$50,000 of the AIP into an RRSP or spousal RRSP without being subject to tax. This transfer must be made in the year the AIP is received or in the first 60 days of the following year. Once an AIP is made from an RESP, the plan must be terminated by the end of February of the year after the year in which the first AIP is made.

How your Beneficiary is Taxed

Amounts paid as EAPs under a Plan (including any Discretionary Payment), will be taxable income of the Beneficiary at their marginal tax rate. Beneficiaries who are non-residents of Canada may be subject to Canadian withholding tax of up to 25%. If a Beneficiary receives more than \$7,200 of CESGs, the excess must be repaid to the federal government and deducted from the taxable income of the Beneficiary.

Who is Involved in Running the Plans

<p>Investment Fund Manager and Principal Distributor: C.S.T. Consultants Inc. 2235 Sheppard Avenue East, Suite 1600 Toronto, Ontario M2J 5B8</p>	<p>C.S.T. Consultants Inc., a wholly-owned subsidiary of the Foundation, directs the business, operations and affairs of the Plans, and provides administrative services, including the maintenance of Subscriber records, to the Plans and Foundation. CSTC also distributes the Plans.</p>
<p>Plan Sponsor: Canadian Scholarship Trust Foundation Toronto, Ontario</p>	<p>The Canadian Scholarship Trust Foundation enters into the education savings plan agreements with Subscribers and provides governance oversight by supervising the administration of the Plans.</p>
<p>Trustee and Custodian: RBC Investor Services Trust Toronto, Ontario</p>	<p>The Plans are trusts for which RBC Investor Services Trust is the Trustee. The Trustee also acts as Custodian for the Plans and performs valuation services.</p> <p>RBC Investor Services Trust is unrelated to CSTC and the Foundation.</p>
<p>Portfolio Managers: BlackRock Asset Management Canada Limited Toronto, Ontario BMO Asset Management Inc. Toronto, Ontario Canso Investment Counsel Ltd. Richmond Hill, Ontario CGOV Asset Management Toronto, Ontario CIBC Asset Management Inc. Toronto, Ontario Greystone Managed Investments Inc. Regina, Saskatchewan Sionna Investment Managers Inc. Toronto, Ontario TD Asset Management Inc. Toronto, Ontario</p>	<p>Each portfolio manager manages a portion of the assets of the Plans according to specific mandates including the provision of investment analysis or investment recommendations and making investment decisions. The portfolio managers are responsible for making brokerage arrangements relating to their portfolio.</p> <p>The portfolio managers are unrelated to CSTC and the Foundation.</p> <p>CSTC's Chief Investment Officer manages and monitors the portfolio managers. CSTC may decide to change the portfolio managers or the allocation of assets assigned to any portfolio manager from time to time in its sole discretion and may do so without prior or other notice to Subscribers of the Plans.</p>
<p>Auditor: Deloitte LLP Toronto, Ontario</p>	<p>The auditor is responsible for auditing the financial statements of the Plans and expressing an opinion based on their audits as to whether the financial statements comply, in all material respects, with International Financial Reporting Standards.</p>
<p>Independent Review Committee: Toronto, Ontario</p>	<p>The Independent Review Committee provides independent review and oversight of conflicts of interest relating to the management of the Plans.</p>

Your Rights as an Investor

You have the right to withdraw from your Contract and get back all of your money (including any fees or expenses paid with the exception of optional insurance premiums which are non-refundable), within 60 days of your Application Date. If your plan is cancelled after 60 days, you will only get back your net Contributions. Any Government Grants you've received will be returned to the government.

In several provinces and territories, securities legislation also gives you the right to withdraw from a purchase and get back all of your money, or to claim damages, if the prospectus or any amendment contains a misrepresentation or is not delivered to you. You must act within the time limits set by the securities legislation in your province or territory.

You can find out more about these rights by referring to the securities legislation of your province or territory or by consulting a lawyer.

Specific information about our plans – Group Savings Plan 2001

Type of Plan

Type of scholarship plan	Start Date
Group Scholarship Plan	April 27, 2001

Who this Plan is for

You are eligible to enroll in this Plan if:

- your child is under 13 years of age;
- your child is a Canadian resident within the meaning of the *Income Tax Act* (Canada).

This Plan is suitable if:

- you are comfortable making Contributions on a regular basis and on time;
- you intend to stay in the Plan until the Maturity Date;
- you are planning for your child to attend three or four years of post-secondary education.

If this doesn't describe you, then this Plan may not be appropriate for you and an Individual Savings Plan or Family Savings Plan may be more suitable for you.

Your Beneficiary Group

A Beneficiary Group is a group of Beneficiaries who are expected to start their post-secondary education in the same year (known as the Year of Eligibility). Beneficiaries are generally grouped based on their age. The amount of EAPs received by your Beneficiary will be based, in part, on the experience of your Beneficiary Group.

The Maturity Date is the date at which the Income earned on a Subscriber's Contributions is transferred into the EAP Account (unless they have exercised their option to transfer into the Individual or Family Savings Plan prior to that date). Maturity generally occurs in the calendar year in which your Beneficiary turns 18. In general, it is in the year your Beneficiary is expected to enroll in their first year of post-secondary education.

The Year of Eligibility is the year in which your Beneficiary is first eligible to receive EAPs under the plan. This is initially set to be equal to the year that the plan reaches the Maturity Date.

EAPs are paid based on the funds available in the EAP Account for each Beneficiary Group. The EAP Account will also receive Income earned on Contributions of Subscribers who have cancelled their plans or whose plans were cancelled by us. Beneficiaries in the same Beneficiary Group will receive a proportionate share of

the EAP Account according to the number of Units purchased on their behalf.

Once your Plan is established, you will be notified of the actual Beneficiary Group your Beneficiary is in. However the table below can help you estimate your Beneficiary Group. In general, the Beneficiary Group is determined by the age of the Beneficiary when you sign your Contract.

Age of Beneficiary when the Plan is purchased	Beneficiary Group
12 years old	2022
11 years old	2023
10 years old	2024
9 years old	2025
8 years old	2026
7 years old	2027
6 years old	2028
5 years old	2029
4 years old	2030
3 years old	2031
2 years old	2032
1 year old	2033
New born	2034

Summary of Eligible Studies

The following is a description of the post-secondary programs that are Eligible Studies and qualify for EAPs under the Group Savings Plan 2001.

Contact us or your sales representative to find out if the educational programs your Beneficiary is interested in are Eligible Studies. We can provide you with a current list of qualifying institutions and programs on request. This list is also available on our website at www.cst.org.

For more information about receiving EAPs, see "Educational Assistance Payments" on page 29.

What's eligible

Beneficiaries must be enrolled in any post-secondary program that qualifies under the *Income Tax Act* (Canada). For full-time programs at eligible Canadian schools, this means a program of at least 3 consecutive weeks duration with at least 10 hours of instruction work each week. For part-time studies, it means a program of at least 3 consecutive weeks with at least 12 hours per month spent on courses. For eligible schools outside Canada, the program must be at least 13 consecutive weeks duration, or for Beneficiaries enrolled full-time at a

university, the program must be at least 3 consecutive weeks in duration.

Qualifying post-secondary institutions may include universities, community colleges, trade schools, vocational schools, technical schools, religious schools, CEGEPs, as well as distance learning or correspondence learning programs.

What's not eligible

Any post-secondary program that would not qualify for an EAP under the *Income Tax Act* (Canada) would not be considered Eligible Studies under the Plan.

Beneficiaries who don't enroll in Eligible Studies under the requirements of the Plan will also not receive payments of Government Grants.

Risks of Investing in this Plan

Plan risks

You sign a Contract when you open a plan with us. Read the terms of the Contract carefully and make sure you understand the Contract before you sign. If you or your Beneficiary does not meet the terms of your Contract, it could result in a loss and your Beneficiary could lose some or all of his or her EAPs.

Keep in mind that payments from the plan are not guaranteed. We cannot tell you in advance if your Beneficiary will qualify to receive any EAPs from the plan or how much your Beneficiary will receive. We do not guarantee the amount of any payments or that the payments will cover the full cost of your Beneficiary's post-secondary education.

In addition to the investment risks described under "Investment Risks" on page 11, the following is a description of the risks of participating in this Plan:

Termination of your Plan Before the Maturity Date

If you withdraw from the Group Savings Plan 2001 more than 60 days after your Application Date but before the Maturity Date, or if your plan is terminated for failure to make required Contributions, you will forfeit your Income, Government Grants and Income on Government Grants. In addition, you will not be eligible for a refund of sales charges. Any Government Grants received will be returned to the applicable government. The Income earned on your Contributions will be transferred to the EAP Account for your Beneficiary Group to be shared with other Beneficiaries. Income earned on Government Grants will be paid to a post-secondary institution chosen by us.

Contributions Allocated to Income

Certain changes to your plan may require that a portion of your Contributions need to be allocated to your accumulated Income balance. This can occur if you:

- backdate your plan;
- change your Contribution schedule;
- advance your Beneficiary's Year of Eligibility to a date prior to Maturity; or
- change the Beneficiary to an older child.

This allocation may result in certain adverse tax and other financial consequences to you and/or your Beneficiary as described in "Making Changes to your Plan" on page 24.

Risk of Missing a Notification Deadline

If your Beneficiary will not be enrolling in Eligible Studies, or if he or she will be enrolling in less than 3 years of Eligible Studies, you have the option of transferring to the Individual Savings Plan or Family Savings Plan until the end of the calendar year in which the Beneficiary turns 20. If you fail to notify us of your intent to transfer the plan by the end of the calendar year in which the Beneficiary turns 20, you will remain in the Group Savings Plan 2001 and your Beneficiary will need to qualify for payments from the plan based on the requirements of the Group Savings Plan 2001.

Qualification for Beneficiaries to collect EAPs

You may not be entitled to any Income earned on your net Contribution, if your Beneficiary does not qualify to receive EAPs and if you are not eligible to take an Accumulated Income Payment. If your Beneficiary attends fewer than four years of Eligible Studies, he or she will not be eligible for all four EAPs or for all four installments of the refund of the sales charges paid.

Level of EAPs

We cannot predict the actual amounts of EAPs, which are impacted by a number of factors including:

- i. **The amount of Income earned.** The amount of Income earned on your net Contribution may vary from year to year and past performance is not necessarily indicative of what will be earned in the future.
- ii. **Change in Attrition.** The amount of Attrition will change from year to year and cannot be predicted. As a result, the amount of EAPs available to Beneficiaries will be affected and can be more or less than what is being paid out today.
- iii. **Discretionary Payments.** The amount of the EAPs is increased by funds the Foundation donates on a discretionary basis. Discretionary Payments are based on the Foundation's annual assessment of available surplus revenues.

Discretionary Payments are not guaranteed. You must not count on receiving a Discretionary Payment. The Foundation decides if it will make a Discretionary Payment in any year and how much the Discretionary Payment will be. If the Foundation makes a Discretionary Payment, you may get less than what has been paid in the past.

Investment risks

The prices of the investments held by the plan can go up or down. You can find a list of risks that can cause the value of the Plan's investments to change under "Investment risks" on page 11.

How the Plan has Performed

The table below shows how the investments in Group Savings Plan 2001 performed in each of the past five financial years ending on October 31. Returns are after expenses have been deducted. These expenses reduce the returns you get on your investment.

It's important to note that this doesn't tell you how the Plan's investments will perform in the future.

	2015	2014	2013	2012	2011
Annual Return	3.0%	3.9%	(0.5)%	2.5%	3.5%

Making Contributions

The minimum required investment in the Group Savings Plan 2001 is the greater of \$9.50 per month or 1/10th of a Unit. The maximum length of time the Contributions can be made for is 17 years or 204 months.

What is a Unit?

A Unit represents a share of the EAP Account for any given Beneficiary Group. The number of Units you have in your plan depends on how much, how often and for how many years you contribute to your plan. The number of Units you hold will determine your Beneficiary's proportionate share of the EAP Account for his or her Beneficiary Group.

The value of a Unit is based on the total size of the EAP Account for your Beneficiary Group and the number of

Units held by beneficiaries that qualify for a payment from the EAP Account.

Your Contribution Options

The Plan offers the following 9 Contribution options:

1. Monthly
2. Monthly for 10 years
3. Monthly for 5 years
4. Monthly for 2 years
5. Annual
6. Annual for 10 years
7. Annual for 5 years
8. Annual for 2 years
9. Single Contribution

Contribution Schedule

The Contribution schedule below shows how much you have to contribute to buy one Unit. The price of a Unit depends on your Beneficiary Group and whether you pay for your Units all at once or make periodic Contributions to pay for your Units. The prices of a Unit for the various Contribution options are determined so that the Contributions of each Subscriber for a Beneficiary Group will generate the same Income per Unit.

Certain fees and expenses are deducted from your Contributions. For more information, see "Fees you pay" on page 21.

The Contribution schedule was prepared in 2001 by a member of the Canadian Institute of Actuaries.

How to use this table

For example, let's assume your Beneficiary is a newborn. If you want to make monthly Contributions until maturity, it will cost \$9.50 each month for each Unit you buy. You would have to make 204 Contributions over the life of your plan, for a total investment of \$1,938.00.

If your child is five years old and you want to make annual Contributions until maturity, it will cost \$210.00 each year for each Unit you buy. You would have to make 12 Contributions over the life of your plan, for a total investment of \$2,520.00.

Contribution Schedule
Contributions Per Unit (in Canadian dollars)

CONTRIBUTION OPTION	Newborn	1 Year of Age	2 Years of Age	3 Years of Age	4 Years of Age
MONTHLY	0M	1M	2M	3M	4M
Contribution Amount	\$9.50	\$10.70	\$12.15	\$13.95	\$16.20
Number of Contributions	204	192	180	168	156
Total Amount of Contributions	\$1,938.00	\$2,054.40	\$2,187.00	\$2,343.60	\$2,527.20
MONTHLY FOR 10 YEARS	0U	1U	2U	3U	4U
Contribution Amount	\$11.35	\$12.45	\$13.75	\$15.35	\$17.35
Number of Contributions	120	120	120	120	120
Total Amount of Contributions	\$1,362.00	\$1,494.00	\$1,650.00	\$1,842.00	\$2,082.00
MONTHLY FOR 5 YEARS	0K	1K	2K	3K	4K
Contribution Amount	\$18.05	\$19.55	\$21.25	\$23.30	\$25.80
Number of Contributions	60	60	60	60	60
Total Amount of Contributions	\$1,083.00	\$1,173.00	\$1,275.00	\$1,398.00	\$1,548.00
MONTHLY FOR 2 YEARS	0E	1E	2E	3E	4E
Contribution Amount	\$37.50	\$40.55	\$44.10	\$48.20	\$53.20
Number of Contributions	24	24	24	24	24
Total Amount of Contributions	\$900.00	\$973.20	\$1,058.40	\$1,156.80	\$1,276.80
ANNUAL	0A	1A	2A	3A	4A
Contribution Amount	\$105.00	\$118.00	\$134.50	\$154.50	\$179.00
Number of Contributions	17	16	15	14	13
Total Amount of Contributions	\$1,785.00	\$1,888.00	\$2,017.50	\$2,163.00	\$2,327.00
ANNUAL FOR 10 YEARS	0T	1T	2T	3T	4T
Contribution Amount	\$126.50	\$138.75	\$153.25	\$170.75	\$192.50
Number of Contributions	10	10	10	10	10
Total Amount of Contributions	\$1,265.00	\$1,387.50	\$1,532.50	\$1,707.50	\$1,925.00
ANNUAL FOR 5 YEARS	0J	1J	2J	3J	4J
Contribution Amount	\$202.00	\$219.00	\$239.00	\$262.00	\$290.00
Number of Contributions	5	5	5	5	5
Total Amount of Contributions	\$1,010.00	\$1,095.00	\$1,195.00	\$1,310.00	\$1,450.00
ANNUAL FOR 2 YEARS	0D	1D	2D	3D	4D
Contribution Amount	\$435.00	\$469.00	\$508.00	\$554.00	\$610.00
Number of Contributions	2	2	2	2	2
Total Amount of Contributions	\$870.00	\$938.00	\$1,016.00	\$1,108.00	\$1,220.00
SINGLE CONTRIBUTION	0L	1L	2L	3L	4L
Contribution Amount	\$829.00	\$894.00	\$969.00	\$1,054.00	\$1,158.00
Number of Contributions	1	1	1	1	1
Total Amount of Contributions	\$829.00	\$894.00	\$969.00	\$1,054.00	\$1,158.00

5 Years of Age	6 Years of Age	7 Years of Age	8 Years of Age	9 Years of Age	10 Years of Age	11 Years of Age	12 Years of Age
5M	6M	7M	8M	9M	10M	11M	12M
\$19.00	\$22.65	\$27.45	\$33.90	\$42.80	\$55.80	\$75.40	\$107.00
144	132	120	108	96	84	72	60
\$2,736.00	\$2,989.80	\$3,294.00	\$3,661.20	\$4,108.80	\$4,687.20	\$5,428.80	\$6,420.00
5U	6U						
\$19.75	\$23.10	N/A	N/A	N/A	N/A	N/A	N/A
120	120	N/A	N/A	N/A	N/A	N/A	N/A
\$2,370.00	\$2,772.00	N/A	N/A	N/A	N/A	N/A	N/A
5K	6K	7K	8K	9K	10K	11K	
\$28.75	\$32.40	\$37.10	\$43.20	\$51.40	\$62.50	\$80.00	N/A
60	60	60	60	60	60	60	N/A
\$1,725.00	\$1,944.00	\$2,226.00	\$2,592.00	\$3,084.00	\$3,750.00	\$4,800.00	N/A
5E	6E	7E	8E	9E	10E	11E	12E
\$58.90	\$65.60	\$74.40	\$85.10	\$98.75	\$116.80	\$141.60	\$177.80
24	24	24	24	24	24	24	24
\$1,413.60	\$1,574.40	\$1,785.60	\$2,042.40	\$2,370.00	\$2,803.20	\$3,398.40	\$4,267.20
5A	6A	7A	8A	9A	10A	11A	12A
\$210.00	\$249.00	\$301.00	\$368.00	\$461.00	\$593.00	\$790.00	\$1,100.00
12	11	10	9	8	7	6	5
\$2,520.00	\$2,739.00	\$3,010.00	\$3,312.00	\$3,688.00	\$4,151.00	\$4,740.00	\$5,500.00
5T	6T						
\$218.50	\$254.00	N/A	N/A	N/A	N/A	N/A	N/A
10	10	N/A	N/A	N/A	N/A	N/A	N/A
\$2,185.00	\$2,540.00	N/A	N/A	N/A	N/A	N/A	N/A
5J	6J	7J	8J	9J	10J	11J	
\$323.00	\$362.00	\$413.00	\$478.00	\$563.00	\$676.00	\$845.00	N/A
5	5	5	5	5	5	5	N/A
\$1,615.00	\$1,810.00	\$2,065.00	\$2,390.00	\$2,815.00	\$3,380.00	\$4,225.00	N/A
5D	6D	7D	8D	9D	10D	11D	12D
\$674.00	\$746.00	\$843.00	\$959.00	\$1,105.00	\$1,297.00	\$1,554.00	\$1,916.00
2	2	2	2	2	2	2	2
\$1,348.00	\$1,492.00	\$1,686.00	\$1,918.00	\$2,210.00	\$2,594.00	\$3,108.00	\$3,832.00
5L	6L	7L	8L	9L	10L	11L	12L
\$1,275.00	\$1,410.00	\$1,586.00	\$1,796.00	\$2,057.00	\$2,393.00	\$2,835.00	\$3,450.00
1	1	1	1	1	1	1	1
\$1,275.00	\$1,410.00	\$1,586.00	\$1,796.00	\$2,057.00	\$2,393.00	\$2,835.00	\$3,450.00

The Contribution schedule was prepared on the basis that Units within each Beneficiary Group will earn approximately an equal amount of Income by the Maturity Date, including provision for Income transferred to the EAP Account on early termination, regardless of the Beneficiary's age at the time of enrolment or the selected Contribution frequency. The primary assumptions used in the preparation of the Contribution schedule include lapse assumptions selected to reflect the overall Attrition rates experienced by the Plans, an effective annual interest rate of 6.0%, and the sales charges and account maintenance fees at the rates disclosed in the "Costs of Investing in this Plan" on page 21.

You can set up your plan based on an age younger than the current age of your Beneficiary, which allows you to purchase more Units. You can do this for a monthly Contribution Plan for a maximum of 6 months, and for an annual or single Contribution Plan for a maximum of 11 months. If you choose to do this for your plan, you will need to contribute the amount of Contributions and Income that would have accumulated had you actually started your plan on the earlier date. Income owing is calculated at an annual rate of 6% on the amount of Contributions owing.

If you have difficulty making Contributions

If you miss one or more Contributions, you may be in default of your plan. To stay in the plan, you'll have to make up the Contributions you missed. You'll also have to make up what the Contributions would have earned if you had made them on time. This can be costly.

For information about the steps you have to take to stay in the plan after missing Contributions, see "Default, Withdrawal or Cancellation" on page 28.

Your options

You must make all Contributions required to complete your Contribution schedule in order for your Beneficiary to be eligible for EAPs.

If you feel that you cannot continue making Contributions over the long term, you have several options:

1. Reduce the number of Units

You can reduce the number of Units in your plan (provided you maintain at least 1/10 of a Unit) to decrease the amount of future Contributions. This option will reduce your Beneficiary's share of the EAP Account by the number of Units you cancel. There are no service fees charged to exercise this option. Sales charges paid to date on cancelled Units are kept in the plan as a credit which can be used to purchase additional Units at a future date provided

your Beneficiary is under the age of 13. See "Changing your Contributions" on page 24 for more details.

2. Change your Contribution schedule

You can change your Contribution schedule to reduce, delay or eliminate future Contributions. Under some circumstances, this may result in an allocation of your net Contribution to the Income portion of your plan. See "Changing your Contributions" on page 24 for details. There are no service fees to exercise this option.

3. Transfer to the Individual Savings Plan or the Family Savings Plan

Once you have paid the sales charges in full you can transfer to the Individual Savings Plan or the Family Savings Plan. On transfer, 100% of your Contributions (net of fees), Government Grants and Income earned within the Plan is transferred. There is no service fee to exercise this option. After transfer, you will no longer hold Units in the Group Savings Plan 2001, and will forego the opportunity to receive any Attrition, Discretionary Payment or to collect the refund of sales charges paid. See "Transferring to Individual Savings Plan or Family Savings Plan" on page 26 for details.

4. Cancel your plan

On cancellation, you will receive a refund of your Contributions (net of fees). Any Government Grants received will be repaid to the applicable government, and your Income will remain in the EAP Account for your Beneficiary Group. Repayment of Government Grants will result in the loss of the Beneficiary's Grant Contribution Room, which cannot be restored. There are no service fees to cancel your plan.

Withdrawing your Contributions

You are entitled to withdraw the net Contribution, at any time before the Maturity Date of your plan by cancelling your plan. Please see "Default, Withdrawal or Cancellation" on page 28 for detailed information on the process and implications associated with cancelling your plan.

The Plan does not allow for partial withdrawal of your Contributions. However, you may transfer your plan to the Individual Savings Plan or the Family Savings Plan provided you qualify for such a transfer, and withdraw some of your Contributions. Please see "Transferring to Individual Savings Plan or Family Savings Plan" on page 26 for detailed information on the process and implications associated with transferring to the Individual Savings Plan or Family Savings Plan.

There are no service fees to process the withdrawal of your Contributions.

Costs of Investing in this Plan

There are costs for joining and participating in the Group Savings Plan 2001. The following tables list the fees and

expenses of this Plan. You pay some of these fees and expenses directly from your Contributions. The Plan pays some of the fees and expenses, which are deducted from the Plan's Income.

Fees you pay

These fees are deducted from your Contributions. They reduce the amount that gets invested in your plan, which will reduce the amount available for EAPs.

	Fee	What you pay	What the fee is for	Who the fee is paid to
<p>Paying off the sales charges</p> <p>Assume, for example, you buy one Unit of the Group Savings Plan 2001 on behalf of your newborn child, and you commit to paying for that Unit by making monthly Contributions until your Plan's Maturity Date. All of your first 11 Contributions go toward the sales charges until half of the sales charges are paid off. Half of your next 21 Contributions go toward the sales charges until they are fully paid off. Altogether, it will take 32 months to pay off the sales charges. During this time, 34% of your Contributions will be invested in your plan.</p>	Sales charge¹	<p>\$200 per Unit</p> <p>This can be between 3.1% and 24.1% of the cost of a Unit, depending on the Contribution option you select for your plan and how old your Beneficiary is at the time you open your plan</p> <p>All of your Contributions go toward this fee until half of it has been paid off, and then half of each of your Contributions afterwards goes toward this fee until it has been paid in full</p> <p>Beneficiaries enrolled in Eligible Studies who collect all four EAPs will receive a refund of at least 50% of sales charges paid. See Refund of Sales Charges on page 24</p>	This is for paying commissions to your sales representative, and covering the costs of selling your plan	A portion is paid to the sales charge refund account and the balance is paid to C.S.T. Consultants Inc. as a distribution fee
	Account maintenance fee²	<ul style="list-style-type: none"> • \$10.00 per year for monthly Contributions • \$6.50 per year for annual Contributions • \$4.00 per year for annual Contributions over 2 years • \$3.50 per year for single Contributions plus applicable taxes³ 	This is for processing your Contributions and for maintaining your plan	Canadian Scholarship Trust Foundation
<p>Notes:</p> <p>¹ Sales charges may not be increased without Subscriber approval.</p> <p>² Subject to change upon 60 days prior written notice by us.</p> <p>³ The Harmonized Sales Tax (HST) applies in lieu of the federal Goods and Services Tax (GST) in the provinces of Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island.</p>				

Fees the Plan Pays

The following fees are payable from the Plan's Income. You don't pay these fees directly. These fees affect you because they reduce the Plan's returns which reduces the amount available for EAPs.

Fee	What the Plan pays	What the fee is for	Who the fee is paid to
All-Inclusive Management Fee	<p>Fee consists of:</p> <ul style="list-style-type: none"> (i) Administration fee¹: Each year, 0.50% of the total amount of net Contributions, Government Grants and Income earned on these amounts. The Administration fee is subject to applicable taxes² (ii) Trustee and Custodian fees: Based on the current agreement in place with the trustee. In 2015, the fees were 0.01% of assets plus applicable taxes² (iii) Portfolio management fees and expenses: Based on the current portfolio manager fee agreements in place with the portfolio managers. In 2015, the annual weighted average fees were 0.11% of the average market value of assets in the Plan plus applicable taxes². CSTC's expenses incurred to monitor and manage the portfolio managers are included in the portfolio manager fees. <p>For year ended October 31, 2015, the total All-Inclusive Management Fee was 0.62% of assets plus applicable taxes²</p>	Operating and administering your plan, including portfolio management, trustee, record-keeping and custodial services	Canadian Scholarship Trust Foundation, which pays applicable fees to the portfolio managers who manage the Plan's investments and the trustee as trustee, record keeper and custodian. The Foundation pays amounts out of the administration fee to CSTC for its management services
Independent Review Committee	<p>\$10,000 to the Chair, \$7,500 to each member, \$1,000 for each meeting attended, \$500 for meetings held by teleconference plus secretariat fee of \$35,000 and other expenses</p> <p>For the year ended October 31, 2015, \$77,314 shared by all Plans, including the Discontinued Plans</p>	This is for the services of the Plan's Independent Review Committee. The committee reviews conflict of interest matters between the investment fund manager and the Plan	Independent Review Committee

Notes:

¹ Administration fee may not be changed without Subscriber approval.

² The Harmonized Sales Tax (HST) applies in lieu of the federal Goods and Services Tax (GST) in the provinces of Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island.

Transaction Fees

We will charge the following fees for the transactions listed below.

Fee	Amount	How the fee is paid	Who the fee is paid to
Returned (N.S.F.) payments	\$15 per item	Directly by the Subscriber	Canadian Scholarship Trust Foundation
Transfer to another RESP provider	\$50 per transfer	Deducted from your Contributions	Canadian Scholarship Trust Foundation
Lost cheque replacement or Stop Payment	\$15 per item	Deducted from the new cheque amount	Canadian Scholarship Trust Foundation
Special Information Request and Research Fee	\$50 per hour	Directly by the Subscriber	Canadian Scholarship Trust Foundation

Note: Transaction fees may be changed with a 60 day written advance notice to Subscribers.

We do not charge for the following services: changing your Contributions, Beneficiary, or Maturity Date; however, there may be an Income adjustment if the Maturity Date is advanced.

Fees for Additional Services

The following fees are payable for the additional services listed below:

Fee	What you pay	How the fee is paid	Who the fee is paid to
Optional Group Life and Disability Insurance	Premiums vary from \$0.30 per month per unit for a newborn and single Subscriber to \$26.40 per year per Unit for a newborn and joint Subscriber with 2 year annual Contribution. The fee is subject to applicable taxes such as GST or HST.	Payable by you with your Contributions	2/3 rd to Sun Life assurance Company, 1/3 rd to Canadian Scholarship Trust Foundation

Refund of Sales Charges

The Foundation will refund a minimum of 50% of the sales charges you paid for your Units if you make all required Contributions, your plan reaches maturity and your Beneficiary receives all four EAPs. You are also eligible for a potential additional amount which could increase your refund up to 100% of your sales charges depending on the amount of surplus (if any) in the sales charge refund account. The amount refunded will not include Income on the sales charges.

To meet its commitment to refund 50% of sales charges paid, the Foundation has established a segregated account into which a portion of the sales charges is transferred. Deposits into the sales charge refund account are made when you purchase Units and your Contributions are paid into the Plan. These amounts are deposited according to a funding policy approved by the Foundation based on conservative assumptions regarding investment returns. The funding policy's objective is to make sure money is available in future years to refund a minimum of 50% of sales charges to eligible Subscribers.

The policy also addresses the issue of sales charge refund account surpluses and confirms the Foundation's obligation to fund any deficits in the sales charge refund account. Finally, the policy requires that an actuarial valuation be done on the sales charge refund account every two years with the results reported to the Foundation.

Any surplus in the sales charge refund account will be calculated based on an actuarial valuation of the 50% sales charge refund obligation compared to the value of assets in the sales charge refund account. We will utilize any surplus funds solely for the purpose of returning the sales charges paid by Subscribers to a maximum of the remaining 50%.

We pay your refund of sales charges to your Beneficiary in four installments along with EAPs unless you instruct us to pay the refunds directly to you. You cannot collect a greater number of sales charge refund installments than the number of EAPs your Beneficiary receives. You will receive at least 12.5% of the sales charges paid per Unit as a refund with each EAP your Beneficiary receives. If your Beneficiary does not qualify to receive an EAP, you will not receive a sales charge refund. The amount refunded is not taxable to the Subscriber or Beneficiary.

We are committed to returning at least 50% of the sales charges paid. There is no assurance there will be a surplus in the sales charge refund account or that a surplus will be available for distribution in the particular year in which you are entitled to a sales charge refund installment. Any surplus in the sales charge refund

account will be allocated at our discretion to Subscribers with Beneficiaries eligible to receive an EAP.

Making Changes to your Plan

Changing your Contributions

You may change your Contribution schedule at any time. To do so, you may be required to:

- make additional Contributions; and/or
- allocate part of your Contributions to the Income portion of your plan. Allocating Contributions to Income is sometimes necessary to ensure that your plan earns approximately the same amount of Income per Unit, by the Maturity Date, as other Units held by Subscribers with the same Beneficiary Group. This re-allocation may result in certain adverse tax and other financial consequences to you and/or your Beneficiary as described in "How taxes affect your plan" on page 12.

There are three ways you can change your Contributions:

1. Change your Contribution frequency

You may contact us at any time and ask to change your Contribution frequency. We will provide you with a summary of the changes, including:

- any additional Contribution required to change to the new frequency;
- any allocation of your Contributions to the Income portion of your plan;
- any future Contributions required under the new Contribution schedule; and
- any change to the Maturity Date of the plan.

There is no service fee to change your Contribution schedule. You will need to complete, sign and return a form agreeing to the changes.

2. Adding Units

Until your Beneficiary reaches age 13, and provided that Units continue to be offered on the same terms as described in this prospectus, you may add Units in increments of 1/1000th of a Unit. You can:

- increase the amount of each Contribution, keeping the same frequency as your original Contribution Schedule, based on the current age of the Beneficiary; or
- add Units at any time by making a lump sum Contribution of at least \$100 without increasing your monthly or annual payments.

To add Units to your plan, you will need to meet with your sales representative who will complete the application to purchase additional Units. You will pay additional sales charges of \$200 per Unit purchased as described in this prospectus.

3. Reducing Units

You may reduce Units purchased under your plan without terminating the plan as long as the number of Units does not fall below 1/10th of a Unit and you maintain a minimum monthly Contribution of \$9.50.

If you reduce Units:

- the net Contribution for your reduced Units will be used to reduce future Contributions on the remaining Units;
- Income from the reduced Units remains in the plan; and
- sales charges you paid on reduced Units can be used proportionally towards the sales charges of any Units you add at a future date provided your Beneficiary is under the age of 13. Sales charges paid on reduced Units will not be applied towards the sales charges for your remaining Units.

To make this change, contact us and we will provide you with a form that you will need to complete, sign and return to us. You must agree with the terms of the change. You will forfeit the right to receive any refund of the sales charges on the Units that you have cancelled. There is no service fee for reducing Units.

Changing the Maturity Date

You may change your Maturity Date based on the specific circumstances of your Beneficiary to ensure that the plan aligns with their post-secondary education.

If your Beneficiary enrolls in Eligible Studies later than anticipated, or if your Beneficiary is uncertain of what they wish to do after secondary school, you will have until the end of the calendar year in which the Beneficiary turns 20 to transfer to the Individual or Family Savings Plan. This gives you more time to consider transferring from the Plan to an Individual or Family Savings Plan, an option that expires January 1st of the year the Beneficiary turns 21.

If your Beneficiary enrolls in Eligible Studies earlier than anticipated, you may advance your plan's Maturity Date. If you select this option, we will deduct an amount equal to our estimate of the Income that would have normally been earned between the early withdrawal date and the original Maturity Date from your Contributions. The funds deducted will be added to the amount transferred to the EAP Account for your Beneficiary Group.

To make this change, please contact us and we will provide you with a form that you will need to complete, sign and return to us. You must agree with the terms of the change. There is no service fee for this change.

Changing your Beneficiary's Year of Eligibility

The Year of Eligibility is set as of the year your plan matures at which time your Beneficiary, once enrolled in Eligible Studies, can collect EAPs. If your Beneficiary enrolls in Eligible Studies earlier than expected, you can advance the Year of Eligibility. The earliest you can advance the Year of Eligibility is two years prior to Maturity. When you change the Year of Eligibility, the Income earned on your Contributions will be pooled with that of other Beneficiaries in the Beneficiary Group associated with the new Year of Eligibility and your Beneficiary's first EAP will be calculated in the new Year of Eligibility.

To advance the Year of Eligibility: Simply advise us of the date the Beneficiary expects to enroll in Eligible Studies prior to Maturity Date of the year in which the Beneficiary wishes to collect his or her first EAP. In order to advance the Year of Eligibility to a date before Maturity, you need to advance the Maturity Date of the Plan (see "Changing the Maturity Date").

To make this change, please contact us with the new Year of Eligibility and we will make the change free of charge.

Changing the Subscriber

The Plan allows the Subscribers to be changed at any time during the life of your plan if:

1. the original Subscriber(s) passes away;
2. there is a court order requiring a change of Subscriber arising from marital breakdown; or
3. another individual or Public Primary Caregiver has been appointed and granted rights as a Subscriber.

The new Subscriber must meet the requirements in the *Income Tax Act* (Canada) including:

- the new Subscriber is the spouse or common-law partner, or ex-spouse or former common-law partner of the original Subscriber and gets the original Subscriber's rights under the RESP as a result of a court order or written agreement for dividing property after a breakdown of the relationship; or
- the new Subscriber acquired the Subscriber's rights under the RESP, or the new Subscriber continues to make Contributions into the RESP for the Beneficiary, after your death; or
- the new Subscriber is your estate that acquired the Subscriber's rights under the RESP, or that continues to make Contributions into the RESP for the Beneficiary, after your death.

To make the change, we will require:

- original or notarized copy of the court order, if applicable;
- original or notarized death certificate and, if applicable, your will; or
- original or notarized copies of any other applicable legal documents.

To make this change, please contact us and we will provide a form to be completed, signed and returned to us. There will be no losses incurred by the Subscriber or the Beneficiary if the change is made. There is no service fee for the change.

Changing your Beneficiary

You may change your Beneficiary any time before the Maturity Date as long as the new Beneficiary is under the age of 21 and you provide the new Beneficiary's Social Insurance Number. If the new Beneficiary is not a sibling of the former Beneficiary, Government Grants will be returned to the government. If the ages of the new and original Beneficiary are different, your Contribution schedule will change to correspond to the new Beneficiary's Year of Eligibility. If the new Beneficiary is older, you may need to:

- make additional Contributions; and
- allocate some of your Contributions to Income so that your plan will earn approximately the same amount of Income by the Maturity Date as other Subscribers in the same Beneficiary Group.

If the new Beneficiary is younger, you may be entitled to a refund of Contributions. If you take the refund of Contributions before your Beneficiary enrolls in Eligible Studies, a portion of your Government Grants will be repaid to the applicable government. If you don't take the refund, the refund amount will remain in the plan and continue to earn Income, however such Income will be transferred to the EAP Account on the Maturity Date.

Accumulated Government Grants, with the exception of the CLB, will be transferred to the new Beneficiary subject to any legal restrictions on such a transfer.

To make this change, please contact us and provide new Beneficiary's name, date of birth and SIN. We will provide you with a form that you will need to complete, sign and return to us. You must agree with the terms of the change. There is no service fee for the change.

Death of the Beneficiary

If your Beneficiary dies before the plan's Maturity and a substitute Beneficiary is not named, you are entitled to cancel your plan and receive a refund of all Contributions including any sales charges and fees paid. Any insurance premiums and applicable taxes will not be refunded. If there is Income in the plan, it can be taken out as an AIP

(see "Accumulated Income Payments" on page 32 for details).

To cancel the plan, please contact us and provide us with an original or notarized death certificate of the Beneficiary. There is no service fee for the change.

Disability of the Beneficiary

If your Beneficiary becomes disabled such that it is expected to prevent your Beneficiary from pursuing post-secondary education (as verified in writing by a qualified third-party practitioner), please contact us. Due to significant variation in disability types, each situation is treated on a case-by-case basis.

Pre-Maturity: You may name another Beneficiary or cancel your plan. If you cancel your plan you will receive a refund of all Contributions including any sales charges and fees paid. Any insurance premiums and applicable taxes will not be refunded. If there is Income in the plan, it can be taken out as an AIP (see "Accumulated Income Payments" on page 32 for details) or transferred to a Registered Disability Savings Plan (RDSP).

Post-Maturity: You may name another Beneficiary. If you decide not to name another Beneficiary, any remaining post-maturity income or income earned on Government Grants in the plan can be taken out as an AIP (see "Accumulated Income Payments" on page 32 for details) or transferred to a Registered Disability Savings Plan (RDSP).

To name another Beneficiary or cancel the plan, please contact us and we will let you know the documents we require such as notarized or original evidence of disability of the Beneficiary. There is no service fee for the change.

Transferring your Plan

Transferring to Individual Savings Plan or Family Savings Plan

Once the sales charges have been fully paid, you may transfer to the Individual Savings Plan or the Family Savings Plan. This option is available until the end of the calendar year in which the Beneficiary turns 20. On transfer, 100% of your accumulated net Contributions, Government Grants, and Income earned on your Contributions and Government Grants will be transferred into the applicable Plan.

If your Beneficiary is a family member, you may transfer to either the Individual Savings Plan or the Family Savings Plan. Most Subscribers choose the Family Savings Plan because of its flexibility in naming additional Beneficiaries. If the Beneficiary is not a family member, you may only transfer to the Individual Savings Plan.

You should consider transferring to the Individual Savings Plan or the Family Savings Plan if you wish to control the amount and timing of Contributions, as there is no fixed Contribution schedule with these Plans.

You should also consider transferring to the Individual Savings Plan or Family Savings Plan if you wish to control the amount and timing of EAPs, or if you believe your Beneficiary:

- may never enroll in Eligible Studies (as the Individual and Family Savings Plans allow you to receive your Income as an AIP); or
- may pursue Eligible Studies of two years or less (as the Individual or Family Savings Plan allows you to withdraw all of your Income and Government Grants after just 13 consecutive weeks of full-time study).

When you transfer to the Individual Savings Plan or the Family Savings Plan, you no longer hold any Units and your rights as a Subscriber under Group Savings Plan 2001 (including the right to a refund of at least 50% of your sales charges) no longer apply. Upon transferring, you become bound by the terms and conditions of the Individual Savings Plan or the Family Savings Plan's education savings plan agreement.

You can transfer back to Group Savings Plan 2001 until your original Maturity Date. To do this, you will need to provide us with a Contribution which covers:

- all missed Contributions prior to the transfer to the Individual Savings Plan or Family Savings Plan;
- all Contributions that would have been made after the transfer date had you stayed in Group Savings Plan 2001; and
- any Income that would have been earned on these Contributions.

To transfer your plan, please contact us and we will provide you a form to complete, sign and return to us. There is no service fee for this change.

Transferring to Another RESP provider

If you have been in the Group Savings Plan 2001 for more than 60 days, you may terminate your plan and direct us to transfer your RESP to another RESP provider, as long as:

- the receiving RESP is for the same Beneficiary or the Beneficiary named under the receiving RESP is a sibling of the Beneficiary named under the existing RESP and,
- the receiving RESP is
 - (i) a family RESP; or,

- (ii) an individual RESP that was entered into before the Beneficiary was 21 years old;
- a Canada Learning Bond transfer is only made to an account for the same Beneficiary; and
- the RESP complies with Canada Revenue Agency (CRA) and Employment and Social Development Canada (ESDC) requirements.

We will transfer your net Contributions, your Government Grants and Income earned on your Government Grants (subject to the rules contained in applicable legislation) to the receiving institution. On transferring, you will lose:

- sales charges, and any fees paid to us;
- all Income earned on your Contributions – the Income will remain in the plan to benefit Beneficiaries who remain in your Beneficiary Group.

To start the transfer, please contact the receiving RESP provider to prepare the necessary transfer form. We will charge a transfer-out fee of \$50 per plan.

Transferring to this Plan from Another RESP provider

You may purchase Units using Contributions transferred from another RESP provider to the scholarship plan, if:

- it is for the same Beneficiary, or a sibling of that Beneficiary;
- the Beneficiary is under 13 years of age; and
- an AIP has not been made from the transferring RESP.

When transferring Contributions, you also need to transfer proportionate amounts of Government Grants into the plan. Income you have earned that is being transferred into the plan will be placed in your account and cannot be used to purchase Units. The plan will expire on December 31st of the 36th year of the earlier of the start dates of the transferring RESP and the receiving RESP.

To start the transfer, please see one of our sales representatives. The sales representative will complete a new plan application form and other necessary paper work along with transfer-in documents.

We will not charge any fee for the transfer; however, there will be sales charges on the Units purchased. You might incur loss of sales charges and fees paid to the sending RESP provider or any other amount. The sending RESP provider may also charge you a transfer-out fee. Please check with your sending RESP provider for more details.

Default, Withdrawal or Cancellation

If you withdraw from or cancel your plan

You may cancel your plan at any time before the Maturity Date by providing us with a written notice of your cancellation. If you cancel your plan within the first 60 days after you enroll, you will receive a refund of all Contributions. If you cancel your plan more than 60 days after the Application Date, you are entitled to a return of Contributions, less sales charges and fees. On cancelling your plan, any Income earned in the plan will remain for the benefit of the remaining Beneficiaries in your Beneficiary Group. There is no service fee for the cancellation.

If your plan goes into default

Your plan can go into default if an expected Contribution is not received by us within 4 months of the due date. We will send you at least one notice advising you of the missed Contribution asking you to contact us to make arrangements to make the Contribution(s). If your plan defaults, we will refund your net contributions. There is no service fee for the cancellation of your plan.

If your plan goes into default and you have paid your sales charges, we will transfer your plan to the Individual Savings Plan or the Family Savings Plan. You will then have until the Maturity Date to decide whether to transfer back to Group Savings Plan 2001 or to remain in the Individual Savings Plan or the Family Savings Plan. If you do not advise us in writing prior to the Maturity Date, you will remain in the Individual Savings Plan or Family Savings Plan and be bound by the terms and conditions of that Plan. By remaining in the Individual Savings Plan or Family Savings Plan, you will lose your entitlement to any refund of the sales charges, and any group Plan benefits.

You should contact us to bring your plan into good standing. You may need to make up the missed Contributions and accrued Income. We will not charge any fee for this process. If your plan is brought to good standing, you and your Beneficiary will qualify for the same payments and sales charge refund under the Plan as if the default had not occurred.

If we cancel your plan

If your plan goes into default and the sales charges have not been fully paid, we will cancel your plan. On cancellation we will refund your Contributions, less sales charges and fees to you. Any Government Grants received will be returned to the applicable government. Any

Income earned in the plan will remain in the EAP Account to benefit your Beneficiary Group.

If your plan was opened without a Social Insurance Number for your Beneficiary, and if you do not provide us with a Social Insurance Number for your Beneficiary within 12 months of your Application Date (or any longer period as agreed to by us), your plan will automatically be cancelled and your Contributions, less sales charges and fees will be returned to you. Any Income earned on your Contributions will be paid to you and will be taxable in your hands.

We will not charge a service fee for the cancellation of your plan.

Re-activating your plan

You may contact us at any time while your plan is in default to bring your plan into good standing. You may need to make a Contribution to cover the missed Contributions and accrued Income. We will not charge any fee for this process. If your plan is brought to good standing, you and your Beneficiary will qualify for the same payments under your Plan as if the default had not occurred.

If your plan has been cancelled and you have received and cashed your refund of Contributions, it is no longer possible to re-activate your plan. If you did not receive or cash a refund of Contributions, you can re-activate your plan provided you make all the missed Contributions and Income.

If your plan was an unregistered plan, you can re-activate the plan by providing your Beneficiary's SIN and making all the missed Contributions and Income.

Re-activating your plan will qualify you and your Beneficiary for the same payments under the Plan as if the cancellation had not occurred.

If your plan expires

Your plan expires on December 31st of the 36th year of the plan. If your plan expires, it cannot be re-instated. On expiry of your plan, you will forfeit:

- any unclaimed Income earned on your net Contributions after the Maturity Date to the General Fund;
- any unclaimed Government Grants as the grants will be returned to the applicable governments;
- any unclaimed Income earned on your Government Grants which will be paid to a post-secondary educational institution of our choice; and
- any remaining entitlement to a sales charge refund.

What Happens when your Plan Matures

Prior to the Maturity Date, we will mail you a letter advising you of the upcoming maturity of the plan. The letter will provide details on options available to you, including:

- remaining in the Plan; or
- transferring to the Individual Savings Plan or Family Savings Plan.

You have until the end of the calendar year in which your Beneficiary turns 20 to transfer your plan to an Individual or Family Savings Plan. If the plan is not transferred to the Individual Savings Plan or Family Savings Plan, the Income in the plan is transferred to the EAP Account for distribution to qualified Beneficiaries.

When we receive evidence that your Beneficiary is enrolled in Eligible Studies, we will return your net Contribution to you. Grants and Income on grants are available for distribution to the Beneficiary as a part of EAPs.

If your Beneficiary does not enroll in Eligible Studies

If you do not anticipate that your Beneficiary will enroll in Eligible Studies after the Maturity Date, you have until the end of the calendar year in which your Beneficiary turns 20 to change to a new Beneficiary (see "Changing your Beneficiary" on page 26), or transfer to the Individual Savings Plan or Family Savings Plan (see "Transferring to Individual Savings Plan or Family Savings Plan on page 26).

A Beneficiary who does not enroll in Eligible Studies will not receive EAPs from the Plan.

A Beneficiary who does not enroll in Eligible Studies after the Maturity Date and remains in the plan will have until the plan expires at the end of the 36th year of the plan to collect available EAPs. Any EAPs, excluding Government Grants, that are not collected by this deadline will be reallocated to other Beneficiaries in the same Beneficiary Group, or transferred to the General Fund if all EAPs for the group have been paid. Any Government Grants must be repaid to the government.

You are always entitled to a return of your Contributions, less sales charges and fees.

Receiving Payments from the Plan Return of Contributions

Your net Contribution is available to you (or to another person as you may direct) after the Maturity Date. Your net Contribution is returned on your request or when we receive evidence that the Beneficiary is enrolled in Eligible Studies. We will return the funds as directed by you. There is no service fee for the return of your net Contribution.

If you withdraw your net Contribution after Maturity but before your Beneficiary enrolls in Eligible Studies, we will repay to the applicable government:

- CESGs ranging from 20% to 40% of the Contribution amount withdrawn (depending on whether you received additional CESG);
- If applicable, QESIs ranging from 10% to 20% of the Contributions withdrawn (depending on whether you received Additional QESI); and
- If applicable, SAGES grants of 10% of the Contributions withdrawn.

Educational Assistance Payments

Your Beneficiary is eligible for up to four EAPs of approximately equal amounts paid over four years starting in his or her Year of Eligibility. Twenty-five percent of EAPs are paid generally in the months of August and September each year. The latest that a Beneficiary can receive an EAP is December 31st in the 36th year of the plan (or a later date if permitted by the *Income Tax Act (Canada)*).

Starting in a Beneficiary's Year of Eligibility, we will send instructions to all eligible Beneficiaries in February of each year. If your Beneficiary will be qualifying for an EAP in any given year, he or she will need to provide us with proof of enrolment in Eligible Studies once available to ensure that he or she receives the payment in advance of the traditional school payment deadline usually on or about September 1st.

However if your Beneficiary will not be collecting an EAP in a given year, there are options available to him or her. It is important that they continue to notify us on an annual basis about their intentions for the coming year. If you or the Beneficiary do not notify us by the end of any given year of his or her intentions, we will discontinue mailing another EAP application to your Beneficiary until he or she requests one. Your Beneficiary will not lose his or her EAP entitlement until the plan expires, as long as he or she applies for EAPs while enrolled in Eligible Studies.

As the EAPs are paid out in four installments, your Beneficiary will need to qualify for the installments over a four year period by enrolling in Eligible Studies. This does not necessarily mean a four year program, but could include any combination of programs or years that total four years. For example, your student could pursue four one-year programs or two two-year programs and collect the maximum number of EAPs. Beneficiaries who enroll in Eligible Studies of less than four years, or who do not pursue four years of Eligible Studies, will not qualify for the maximum number of EAPs and will receive a lower total amount of EAPs over the duration of their Eligible Studies than Beneficiaries who complete four years of study. For this reason, we encourage you to carefully consider your options prior to December 31st in the year your Beneficiary turns 20 to determine if you wish to remain in the Group Savings Plan 2001, or transfer to an Individual or Family Savings Plan.

How we determine EAP amounts

We cannot predict or guarantee the amount of the EAPs that will be available to Beneficiaries in a given year. EAPs paid to your qualified Beneficiary include the following components:

1. Your qualified Beneficiary’s share of the EAP Account

The EAP Account includes Income earned on the Contributions for all plans in your Beneficiary Group,

including forfeited Income from terminated plans. The number of Beneficiaries in the Beneficiary Group who qualify to share in the EAP Account will have an impact on what your Beneficiary’s share of the EAP Account will be. Beneficiaries may not receive EAPs if their plans are terminated prior to Maturity or they do not qualify for all four EAPs before their plan expires.

2. Your qualified Beneficiary’s Government Grants and Income earned on those Government Grants

The Government Grants and Income earned on them received by your Beneficiary are paid in quarterly installments with each EAP.

3. Income Earned in Your Plan after Maturity

Income is earned on your net Contributions after the Maturity Date until it is repaid to you and is paid in quarterly installments with each EAP.

4. Group Plan Bonus

Each year we allocate the available balance of the General Fund as a Group Plan Bonus to the eligible Beneficiaries collecting EAPs that year. While we cannot predict the balances in the General Fund, we allocate amounts from it annually on a pro rata basis according to the number of Units held by each Beneficiary. This ensures that all Beneficiaries eligible to collect an EAP in a particular year are treated on a consistent basis.

The following table shows how EAP values are determined:

	Year 1	Year 2	Year 3	Year 4
Educational Assistance Payments are your qualified Beneficiary’s share of the EAP Account	One-quarter of the EAP Account for the Beneficiary’s Year of Eligibility divided by the total Units owned by qualified Beneficiaries	One-third of the balance of the EAP Account for the Beneficiary’s Year of Eligibility divided by the total Units owned by qualified Beneficiaries	One-half of the balance of the EAP Account for the Beneficiary’s Year of Eligibility divided by the total Units owned by qualified Beneficiaries	The remaining balance of the EAP Account for the Beneficiary’s Year of Eligibility divided by the total Units owned by qualified Beneficiaries
PLUS...				
Your qualified Beneficiary’s Government Grants	One-quarter of the Government Grants	One-quarter of the Government Grants	One-quarter of the Government Grants	One-quarter of the Government Grants
Income earned in your plan after your Maturity Date	One-quarter of the amount in your Income account	One-third of the balance of your Income account	One-half of the balance of your Income account	The remaining balance of your Income account
Group Plan Bonus	Available balance of the General Fund allocated to supplement EAP divided by the total Units owned by qualified Beneficiaries	Available balance of the General Fund allocated to supplement EAP divided by the total Units owned by qualified Beneficiaries	Available balance of the General Fund allocated to supplement EAP divided by the total Units owned by qualified Beneficiaries	Available balance of the General Fund allocated to supplement EAP divided by the total Units owned by qualified Beneficiaries

The *Income Tax Act* (Canada) does not allow an EAP to exceed \$5,000 for a student who has not completed at least 13 consecutive weeks of study in the previous 12 months. If a student is subject to this \$5,000 cap but entitled to an EAP that exceeds this amount, we will pay it in two installments – \$5,000 in August or September and the balance after we receive proof that the student has completed 13 weeks of consecutive study. A Beneficiary with expenses exceeding \$5,000 in the first 13 weeks may contact us to apply to ESDC on his or her behalf to have the limit increased. For part-time study, the student may access up to \$2,500 of his or her income and Government Grants for each 13 week period of study.

Unrealized capital gains or losses on investments are not allocated to your plan until they are realized.

Income attributable to units cancelled before the Maturity Date is transferred to the EAP Account where it is allocated on pro-rata basis based on the number of units held by the remaining Beneficiaries in the same Beneficiary Group. Income earned on the EAP Account is transferred to the General Fund and is paid out as a part of the Group Plan Bonus on pro-rata basis based on the number of units of all Beneficiaries collecting EAPs.

The difference between the maximum total amount of EAPs and the lower amount collected by Beneficiaries

Past breakdown of Income in the EAP Account

The table below shows the breakdown of Income in the EAP Account at the Maturity Date for the five Beneficiary Groups that most recently reached their Year of Eligibility. The breakdown of Income can vary by Beneficiary Group. The amount of Income earned on Contributions depends

	Beneficiary Group				
	2015	2014	2013	2012	2011
Income earned on Contributions	99.3%	99.3%	99.4%	99.5%	99.4%
Income from cancelled plans	0.7%	0.7%	0.6%	0.5%	0.6%
EAP Account Total	100%	100%	100%	100%	100%

Past payments from the EAP Account

The table below shows how much was paid from the EAP Account per Unit for the five Beneficiary Groups that most recently reached their Year of Eligibility and includes the Group Plan Bonus.

	Payments (per Unit) from EAP Account and Group Plan Bonus from General Fund by Beneficiary Group				
Year of studies	2015	2014	2013	2012	2011
First year	\$131.18	\$149.90	\$171.26	\$189.10	\$164.26
Second year	Note 1	\$167.17	\$191.58	\$194.50	\$213.57
Third year	Note 1	Note 1	\$209.78	\$231.34	\$227.96
Fourth year	Note 1	Note 1	Note 1	\$264.09	\$270.63

Note 1: The amount is not shown because the Beneficiaries in this Beneficiary Group are not yet enrolled in that year of studies.

who enrol in Eligible Studies that do not qualify for the maximum total amount of EAPs is transferred to the General Fund after the expiry of the plan and paid out as a part of the Group Plan Bonus.

Government Grants and Income on Government Grants are maintained individually for each Subscriber and are paid out with each EAP. Any unpaid portion of Government Grants is returned to the applicable government and Income on Government Grants is paid to a post-secondary institution of our choosing.

Payments from the EAP Account

A portion of each EAP consists of a Beneficiary's share of the EAP Account. The rest of an EAP is made up of the Beneficiary's Government Grants and the Income on those Government Grants and the Group Plan Bonus paid from the General Fund.

The EAP Account holds the Income earned on Contributions made by Subscribers. This includes the Income earned on Contributions of Subscribers who have cancelled their plan or whose plan was cancelled by us. There is a separate EAP Account for each Beneficiary Group.

on the performance of the plan's investments. The amount of Income from cancelled plans depends on how many plans were cancelled, as well as the investment performance of those funds.

Keep in mind that this Plan is generally a long-term investment. The payments shown largely reflect investments made years ago. It's important to note that this doesn't tell you how much a Beneficiary will receive in the future.

Payments from the General Fund

The General Fund is an account in the Group Savings Plan 2001 held in trust into which Income earned on the EAP Account is deposited and unclaimed net Contributions and Income are transferred. The non-discretionary Group Plan Bonus is paid from this account.

Group Plan Bonus

The Group Plan Bonus is a non-discretionary payment that Beneficiaries receive in addition to their EAPs. Each year we allocate the available balance of the General Fund as a Group Plan Bonus to the eligible Beneficiaries collecting EAPs that year. The General Fund is a separate account within the Group Savings Plan Trust with the following funding sources:

1. Income earned on amounts transferred to the EAP Account at the Maturity Date of each Subscribers' Education Savings Plan Agreement;
2. Income earned on amounts transferred to the EAP Account through Pre-Maturity Attrition;
3. Income set aside for future EAPs which is not collected by Beneficiaries before December 31st of the 36th year of the plan; and
4. Unclaimed net Contributions, and Income.

Because Beneficiaries in the plan may collect up to four EAPs over four years, each year we allocate the available General Fund balance across:

- Beneficiaries whose Year of Eligibility is the current year and are eligible to collect their first EAP;
- Beneficiaries whose Year of Eligibility is the prior year who are collecting their second EAP;
- Beneficiaries whose Year of Eligibility is 2 years prior who are collecting their third EAP; and
- Beneficiaries whose Year of Eligibility is 3 years prior who are collecting their fourth EAP.

There may be timing differences in allocating amounts in the General Fund to eligible Beneficiaries who do not take immediate payment of their EAPs. As a result there may be amounts within the General Fund at any point that are being held for prior years' Beneficiaries until December 31st of the 36th year of the plan.

The table below shows the amount of Group Plan Bonus paid per Unit for the five Beneficiary Groups that most recently reached their Year of Eligibility.

While we cannot predict the balances in the General Fund, we allocate amounts from it annually on a pro rata basis according to the number of Units held by each Beneficiary. This ensures that all Beneficiaries eligible to collect an EAP in a particular year are treated on a consistent basis.

Group Plan Bonus (per Unit) payments by Beneficiary Group					
Year of studies	2015	2014	2013	2012	2011
First year	\$9.97	\$13.94	\$10.46	\$17.06	\$11.75
Second year	Note 1	\$9.98	\$11.24	\$10.66	\$16.40
Third year	Note 1	Note 1	\$9.86	\$7.81	\$9.71
Fourth year	Note 1	Note 1	Note 1	\$9.99	\$6.82

Note 1: The amount is not shown because the Beneficiaries in this Beneficiary Group are not yet enrolled in that year of studies.

If your Beneficiary does not complete Eligible Studies

If your Beneficiary does not complete their program, they may still claim all 4 EAPs provided they continue to enroll in Eligible Studies. Your Beneficiary may lose one or more EAPs if they do not enroll in Eligible Studies for 4 years. Your Beneficiary is eligible to claim EAPs until your plan expires on December 31st of the 36th year of the plan.

After that date, we will pay any remaining Income in the EAP Account for your Beneficiary Group to the General Fund and Income on Government Grants to a post-secondary institution chosen by us. All remaining Government Grants must be repaid to the government.

Accumulated Income Payments

If your Beneficiary decides not to pursue post-secondary education and you did not exercise your option to transfer to the Individual Savings Plan or the Family Savings Plan before the end of the year in which your Beneficiary turns 20, you may withdraw Income earned on Government Grants and post-Maturity Income in your Plan as an Accumulated Income Payment, provided that:

- the AIP is made to only one person;
- the recipient is a resident of Canada at the time of the payment; and
- the recipient is a Subscriber under the plan unless the Subscriber has died;

and one of the following conditions is met:

- (a) each person who is or was a Beneficiary (other than a deceased Beneficiary) has reached 21 years of age and is not enrolled in Eligible Studies at that time, and the plan has existed for at least 10 years;
- (b) the payment is made in the 36th year of the plan; or
- (c) each Beneficiary under the plan has died.

You may request the Minister of Revenue issue a waiver from condition (a) if your Beneficiary suffers from severe and prolonged mental impairment that prevents the Beneficiary from enrolling in eligible studies at a qualifying post secondary institution.

If you qualify for an AIP, you may:

- transfer up to \$50,000 of RESP Income (per Subscriber) to your RRSP or your spousal RRSP as long as you have unused RRSP contribution room; or
- receive RESP Income as taxable income for the year, and pay an additional tax of 20% (for Quebec residents, this additional tax is comprised of 12% federal tax and 8% provincial tax) on the RESP Income for that year.

Entitlement to EAPs, Government Grants, sales charge refund and Income accumulated on Contributions will be lost. There is no service fee for taking an AIP. For the tax consequences of receiving an AIP, refer to “If you receive an Accumulated Income Payment (AIP)” on page 12.

Discretionary Payments

Beneficiaries may receive a Discretionary Payment as a part of their EAPs. The Foundation decides whether a

Discretionary Payment will be made. To receive the Discretionary Payment, your Beneficiary must qualify to receive an EAP.

The Foundation makes Discretionary Payments that are allocated to Beneficiaries eligible to collect an EAP in a particular year on a pro rata basis according to the number of Units held by each Beneficiary. Foundation revenues not required for operating purposes are used to support the Foundation’s mission of improving access to post-secondary education. It has been the Foundation’s past practice, current intention and its policy as a not-for-profit organization, to donate any incidental surplus revenues to the Plan to further enhance the amount of the EAPs Beneficiaries enrolled in Eligible Studies collect.

Discretionary Payments are not guaranteed. You must not count on receiving a Discretionary Payment. The Foundation decides if it will make a payment in any year and how much the payment will be. If the Foundation makes a payment, you may get less than what has been paid in the past. You may also get less than what is paid to beneficiaries in other Beneficiary Groups.

Past Discretionary Payments

The table below shows the amount of Discretionary Payments paid per Unit for the five Beneficiary Groups that most recently reached their Year of Eligibility.

It’s important to note that this doesn’t tell you if a Beneficiary will receive a payment or how much they will receive. We may decide not to make these payments in future years. If we do make payments, they could be less than what we’ve paid in the past.

Discretionary Payments (per Unit) by Beneficiary Group					
Year of studies	2015	2014	2013	2012	2011
First year	\$51.82	\$60.10	\$93.74	\$115.90	\$180.74
Second year	Note 1	\$51.83	\$48.42	\$95.50	\$111.43
Third year	Note 1	Note 1	\$51.22	\$33.66	\$87.04
Fourth year	Note 1	Note 1	Note 1	\$51.91	\$29.37

Note 1: The amount is not shown because the Beneficiaries in this Beneficiary Group are not yet enrolled in that year of study.

Attrition

You and your Beneficiary must meet the terms of the plan in order for your Beneficiary to qualify for all of the EAPs under the plan. If Beneficiaries fail to qualify for some or all of their EAPs, there will be fewer Beneficiaries remaining in the Beneficiary Group to share the amount of money available for paying EAPs. This is known as "Attrition".

Your Beneficiary may not qualify for some or all of their EAPs if:

- before the Maturity Date of the Plan, you cancel your plan or transfer your plan to another RESP, or we cancel your plan because you failed to make Contributions on schedule and did not take action to keep your plan in good standing. This is known as "Pre-maturity Attrition"; or
- after the Maturity Date of the plan, your Beneficiary decides not to pursue a post-secondary education, does not attend Eligible Studies, or does not attend Eligible Studies for the maximum period provided for in the plan or does not qualify for all 4 EAPs. This is known as "Post-maturity Attrition".

Pre-maturity Attrition

If you leave the plan before it matures, you will get back your net Contributions. You will not get back any Income. The Income on your Contributions up to the time your plan is cancelled will go to the EAP Account and be paid to the remaining beneficiaries in your Beneficiary Group as part of their EAPs.

You may, however, be eligible to receive an AIP on the Income from the Government Grants in your plan. See "Accumulated Income Payments" for information on how to determine if you are eligible for an AIP from the plan.

Income from cancelled Units

The table below shows the current value of the Income from cancelled Units by Beneficiary Group. The amount of Income from cancelled plans available to beneficiaries after the Maturity Date will depend on how many Subscribers cancel their plan, how many beneficiaries qualify for EAPs and the investment performance of the Plan.

Beneficiary Group	Percentage of Units that have been cancelled ¹	Total Income from cancelled Units available to remaining Units	Income from cancelled Units available to each remaining Unit
2016	8%	\$155,807	\$ 3.86
2017	8%	\$190,595	\$ 3.46
2018	7%	\$242,573	\$ 2.88
2019	6%	\$398,759	\$ 2.45
2020	8%	\$507,137	\$ 2.78
2021	8%	\$399,988	\$ 2.10
2022	8%	\$350,604	\$ 1.77
2023	7%	\$272,016	\$ 1.40
2024	7%	\$218,821	\$ 1.09
2025	7%	\$163,929	\$ 0.87
2026	8%	\$111,545	\$ 0.61
2027	7%	\$ 58,370	\$ 0.33
2028	5%	\$ 27,845	\$ 0.16
2029	5%	\$ 13,480	\$ 0.08
2030	4%	\$ 6,202	\$ 0.04
2031	2%	\$ 1,108	\$ 0.01
2032	0%	\$ 5	\$ – Nil –
2033	0%	\$ 36	\$ – Nil –

Note 1: Calculation only includes those units cancelled which contributed Income to be shared amongst beneficiaries in the same Beneficiary Group.

Plans that did not reach maturity

The table below shows the percentage of plans that did not reach maturity for each of the five Beneficiary Groups shown below. The most common reasons why plans did not reach maturity were because the Subscriber cancelled their plan, we cancelled their plan due to a default, the Subscriber transferred to another type of Plan we offer, or the Subscriber transferred to another RESP provider.

Of the last five Beneficiary Groups of the Group Savings Plan 2001, an average of 10% of the plans in each group were cancelled before their Maturity Dates.

Maturity Date of Beneficiary Group	Percentage of plans that did not reach maturity
2015	11%
2014	11%
2013	11%
2012	9%
2011	8%
Average	10%

Post-maturity Attrition

If your Beneficiary does not pursue or complete Eligible Studies, you will get back your Contributions, less sales charges and fees. You will not get back any Income. A Beneficiary may lose one or more EAPs if they do not enroll in four years of Eligible Studies.

Past payments of EAPs – four years of Eligible Studies

The table below shows the percentage of Beneficiaries who received the maximum of four EAPs under the Plan and those who received some or no EAPs, for each of the five Beneficiary Groups that would have most recently completed their Eligible Studies.

	Beneficiary Group				
	2012	2011	2010	2009	2008
Beneficiaries who received all 4 EAPs	53%	64%	69%	69%	68%
Beneficiaries who received only 3 out of 4 EAPs	21%	13%	11%	10%	11%
Beneficiaries who received only 2 out of 4 EAPs	13%	10%	8%	10%	10%
Beneficiaries who received only 1 out of 4 EAPs	12%	12%	11%	10%	9%
Beneficiaries who received no EAPs	1%	1%	1%	1%	2%
Total	100%	100%	100%	100%	100%

Note: Students may collect EAPs until the 36th year of their plan.

Other Material Information

Insurance Premiums

If you are a Subscriber to Group Savings Plan 2001 and you choose to purchase optional group insurance, you will remit the applicable insurance premiums below together with your Contributions:

Single Subscriber Coverage (Premiums per Unit)*

CONTRIBUTION OPTION	Newborn	1 Year of Age	2 Years of Age	3 Years of Age	4 Years of Age
MONTHLY	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
MONTHLY FOR 10 YEARS	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
MONTHLY FOR 5 YEARS	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
MONTHLY FOR 2 YEARS	\$1.30	\$1.20	\$1.00	\$0.80	\$0.60
ANNUAL	\$3.60	\$3.60	\$3.60	\$3.60	\$3.60
ANNUAL FOR 10 YEARS	\$2.40	\$2.40	\$2.40	\$2.40	\$2.40
ANNUAL FOR 5 YEARS	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80
ANNUAL FOR 2 YEARS	\$15.60	\$14.40	\$12.00	\$9.60	\$7.20

Joint Subscriber Coverage (Premiums per Unit)*

CONTRIBUTION OPTION	Newborn	1 Year of Age	2 Years of Age	3 Years of Age	4 Years of Age
MONTHLY	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
MONTHLY FOR 10 YEARS	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
MONTHLY FOR 5 YEARS	\$0.70	\$0.70	\$0.70	\$0.70	\$0.70
MONTHLY FOR 2 YEARS	\$2.20	\$2.00	\$1.70	\$1.30	\$1.00
ANNUAL	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
ANNUAL FOR 10 YEARS	\$3.60	\$3.60	\$3.60	\$3.60	\$3.60
ANNUAL FOR 5 YEARS	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40
ANNUAL FOR 2 YEARS	\$26.40	\$24.00	\$20.40	\$15.60	\$12.00

*Subscribers in certain provinces will be required to pay provincial sales tax on the insurance premiums with the contributions.

5 Years of Age	6 Years of Age	7 Years of Age	8 Years of Age	9 Years of Age	10 Years of Age	11 Years of Age	12 Years of Age
\$0.30	\$0.30	\$0.30	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
\$0.20	\$0.20	N/A	N/A	N/A	N/A	N/A	N/A
\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	N/A
\$0.50	\$0.30	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
\$3.60	\$3.60	\$3.60	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80
\$2.40	\$2.40	N/A	N/A	N/A	N/A	N/A	N/A
\$4.80	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80	N/A
\$6.00	\$3.60	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20	\$1.20

5 Years of Age	6 Years of Age	7 Years of Age	8 Years of Age	9 Years of Age	10 Years of Age	11 Years of Age	12 Years of Age
\$0.50	\$0.50	\$0.50	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
\$0.30	\$0.30	N/A	N/A	N/A	N/A	N/A	N/A
\$0.70	\$0.70	\$0.70	\$0.70	\$0.70	\$0.70	\$0.70	N/A
\$0.90	\$0.50	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
\$6.00	\$6.00	\$6.00	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20
\$3.60	\$3.60	N/A	N/A	N/A	N/A	N/A	N/A
\$8.40	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40	N/A
\$10.00	\$6.00	\$2.40	\$2.40	\$2.40	\$2.40	\$2.40	\$2.40

Specific information about our plans – Individual Savings Plan

Type of Plan

Type of scholarship Plan	Start Date
Individual Savings Plan	October 1, 1999

Who this Plan is for

You are eligible to enroll in this Plan if your Beneficiary is a Canadian resident within the meaning of the *Income Tax Act* (Canada).

This Plan is suitable if:

- you want to save for one Beneficiary;
- you want flexibility over when and how much to contribute to your plan;
- you are planning for your Beneficiary to attend Eligible Studies;
- you want control over when and how much to withdraw from your plan for your Beneficiary's education.

Summary of Eligible Studies

The following is a description of the post-secondary programs that are Eligible Studies and qualify for EAPs under the Plan.

Contact us or your sales representative to find out if the educational programs your Beneficiary is interested in are Eligible Studies. We can provide you with a current list of qualifying institutions and programs on request. This list is also available on our website at www.cst.org.

For more information about receiving EAPs, see "Educational Assistance Payments" on page 44.

What's eligible

Beneficiaries must be enrolled in any post-secondary program that qualifies under the *Income Tax Act* (Canada). For full-time programs at eligible Canadian schools, this means a program of at least 3 consecutive weeks duration with at least 10 hours of instruction work each week. For part-time studies, it means a program of at least 3 consecutive weeks with at least 12 hours per month spent on courses. For eligible schools outside Canada, the program must be at least 13 consecutive weeks duration, or for Beneficiaries enrolled full-time at a university, the program must be at least 3 consecutive weeks in duration.

Qualifying post-secondary institutions may include universities, community colleges, trade schools, vocational

schools, technical schools, religious schools, CEGEPs, as well as distance learning or correspondence learning programs.

What's not eligible

Any post-secondary program that would not qualify for an EAP under the *Income Tax Act* (Canada) would not be considered Eligible Studies under the Plan.

Beneficiaries who don't enroll in Eligible Studies under the requirements of the Plan will also not receive payments of Government Grants.

Risks of Investing in this Plan

Plan risks

You sign a Contract when you open a plan with us. Read the terms of the Contract carefully and make sure you understand the Contract before you sign. If you or your Beneficiary does not meet the terms of your Contract, it could result in a loss and your Beneficiary could lose some or all of his or her EAPs.

Keep in mind that payments from the Plan are not guaranteed. We cannot tell you in advance if your Beneficiary will qualify to receive any EAPs from the Plan or how much Income your plan will earn. We do not guarantee the amount of any payments or that the payments will cover the full cost of your Beneficiary's post-secondary education.

In addition to the investment risks described under "Investment risks" on page 11, the following is a description of the risks of participating in this Plan:

Termination of your plan

If you cancel your Plan more than 60 days after your Application Date but before your Beneficiary becomes eligible for his/her EAPs and you are not eligible to receive an Accumulated Income Payment, you will forfeit your Income, Government Grants and Income on Government Grants. The Government Grants will be returned to the applicable government. The Income earned on your Contributions and Government Grants will be paid to a post-secondary educational institution chosen by us.

Qualification for students to collect EAPs

You may not be entitled to any Income earned on your investment if your Beneficiary does not qualify to receive EAPs and if you are not eligible to take an AIP or transfer Income to an eligible RRSP or an RDSP.

Investment risks

The prices of the investments held by the Plan can go up or down. You can find a list of risks that can cause the value of the Plan's investments to change under "Investment risks" on page 11.

How the Plan has Performed

The table below shows how the investments in the Individual Savings Plan have performed in each of the past five years ending on October 31. Returns are after expenses have been deducted. These expenses reduce the returns you get on your investment.

It's important to note that this doesn't tell you how the Plan's investments will perform in the future.

	2015	2014	2013	2012	2011
Annual Return	1.2%	0.8%	0.0%	0.3%	1.7%

Making Contributions

The minimum initial investment in the Plan is \$150.00. We will waive the minimum investment if your Beneficiary qualifies for a Canada Learning Bond. You may make Contributions into the plan until the end of the 31st year after the plan is established or any other date permitted by the *Income Tax Act* (Canada).

Your Contribution Options

Other than meeting the minimum initial investment requirement, you decide the amount and timing of your Contributions.

Withdrawing your Contributions

You are entitled to a return of Contributions, less sales charges and fees at any time. Your plan will not be cancelled provided you maintain a minimum balance of \$100. We do not charge for the first withdrawal in any given year, but a withdrawal fee of \$10 applies to the second and each subsequent withdrawal in a given calendar year.

You may withdraw from the Plan at any time by contacting us. We will provide you with a form for you to complete, sign and return to us confirming the cancellation of your plan. If you withdraw all of your Contributions and do not maintain a minimum balance of \$100, your plan will be cancelled.

If you withdraw any of your Contributions and your Beneficiary is not enrolled in Eligible Studies, we will repay Government Grants on the withdrawn Contributions to the applicable governments. Repayment of Government Grants will result in the loss of the Beneficiary's Grant Contribution Room, which cannot be restored. On cancellation, we will pay you any Income earned in your plan as an AIP provided you qualify under the *Income Tax Act* (Canada). If you do not qualify, we will pay all of your Income to a post-secondary educational institution chosen by us.

Costs of Investing in this Plan

There are costs for joining and participating in the Plan. The following tables list the fees and expenses of this Plan. You pay some of these fees and expenses directly from your Contributions. The Plan pays some of the fees and expenses, which are deducted from the Plan's Income.

Fees you pay

These fees are deducted from your Contributions. They reduce the amount that gets invested in your plan, which will reduce the amount available for EAPs.

Fee	What you pay	What the fee is for	Who the fee is paid to
Sales charge¹	\$50 per Plan. No charges for plans only opened for children to collect the Canada Learning Bond Paid with the first Contribution	This is the commission for selling your plan	C.S.T. Consultants Inc.

¹ Sales charges may not be increased without Subscriber approval

Fees the Plan pays

The following fees are payable from the Plan's Income. You don't pay these fees directly. These fees affect you because they reduce the Plan's returns which reduce the amount available for EAPs.

Fee	What the Plan pays	What the fee is for	Who the fee is paid to
All-Inclusive Management Fee	<p>Fee consists of:</p> <ul style="list-style-type: none"> (i) Administration fee¹: Each year, 1.00% of the total amount of net Contributions, Government Grants and Income earned on these amounts. The Administration fee is subject to applicable taxes² (ii) Trustee and Custodian fees: Based on the current agreement in place with the trustee. In 2015, the fees were 0.05% of assets plus applicable taxes² (iii) Portfolio management fees and expenses: Based on the current portfolio manager fee agreements in place with the portfolio managers. In 2015, the annual weighted average fees were 0.09% of the average market value of assets in the Plan plus applicable taxes². CSTC's expenses incurred to monitor and manage the portfolio managers are included in the portfolio manager fees. <p>For year ended October 31, 2015, the total All-Inclusive Management Fee was 1.14% of assets plus applicable taxes²</p>	Operating and administering your plan, including portfolio management, trustee, record-keeping and custodial services	Canadian Scholarship Trust Foundation, which pays applicable fees to the portfolio managers who manage the Plan's investments and the trustee as trustee, record keeper and custodian. The Foundation pays amounts out of the administration fee to CSTC for its management services
Independent Review Committee	<p>\$10,000 to the Chair, \$7,500 to each member, \$1,000 for each meeting attended, \$500 for meetings held by teleconference plus secretariat fee of \$35,000 and other expenses</p> <p>For the year ended October 31, 2015, \$77,314 shared by all Plans, including the Discontinued Plans</p>	This is for the services of the Plan's Independent Review Committee. The committee reviews conflict of interest matters between the investment fund manager and the Plan	Independent Review Committee

Notes:

¹ Administration fee may not be changed without Subscriber approval.

² The Harmonized Sales Tax (HST) applies in lieu of the federal Goods and Services Tax (GST) in the provinces of Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island.

Transaction Fees

We will charge the following fees for the transactions listed below.

Fee	Amount	How the fee is paid	Who the fee is paid to
Withdrawal Fee	No charge for first withdrawal each year. \$10 for each subsequent withdrawal of net Contributions and/or Income	Deducted from your Contributions	Canadian Scholarship Trust Foundation
Returned (N.S.F.) payments	\$15 per item	Directly by the Subscriber	Canadian Scholarship Trust Foundation
Transfer to another RESP provider	\$50 per transfer	Deducted from your Contributions	Canadian Scholarship Trust Foundation
Lost cheque replacement or Stop Payment	\$15 per item	Deducted from the new cheque amount	Canadian Scholarship Trust Foundation
Special Information Request and Research Fee	\$50 per hour	Directly by the Subscriber	Canadian Scholarship Trust Foundation

Note: Transaction fees may be changed with a 60 day written advance notice to Subscribers.

Making Changes to your Plan

Changing your Contributions

You may change or stop the amount of your Contributions at any time. There are no service fees to make this change nor are any losses incurred by you or your Beneficiary.

Changing the Subscriber

Your plan allows the Subscriber(s) to be changed at any time during the life of the plan if:

1. the original Subscriber(s) passes away;
2. there is a court order requiring a change of Subscriber arising from marital breakdown; or
3. another individual or Public Primary Caregiver has been appointed and granted rights as a Subscriber.

The new Subscriber must meet the requirements in the *Income Tax Act* (Canada) including:

- the new Subscriber is your spouse or common-law partner, or ex-spouse or former common-law partner and gets your rights under the RESP as a result of a court order or written agreement for dividing property after a breakdown of the relationship;
- the new Subscriber acquired the Subscriber's rights under the RESP, or the new Subscriber continues to make Contributions into the RESP for the Beneficiary, after your death; or
- the new Subscriber is your estate that acquired the Subscriber's rights under the RESP, or that continues to make Contributions into the RESP for the Beneficiary, after your death.

To make the change, we will require:

- original or notarized copy of the court order, if applicable;
- original or notarized death certificate and, if applicable, your will; or
- original or notarized copies of any other applicable legal documents.

To make this change, please contact us and we will provide a form to be completed, signed and returned to us. There will be no losses incurred by the Subscriber or the Beneficiary if the change is made. There is no service fee for this change.

Changing your Beneficiary

You may change your Beneficiary as long as you provide the new Beneficiary's Social Insurance Number. We will transfer Government Grants to the new Beneficiary if the

new Beneficiary is under the age of 21 and a sibling of former Beneficiary. Otherwise, we must repay the Government Grants to the applicable government. We cannot transfer Canada Learning Bonds to the new Beneficiary under any circumstances.

Provided the new Beneficiary is i) under the age of 21 and a sibling of the original Beneficiary or ii) is connected to the original Subscriber by adoption or blood relation, and both Beneficiaries (original and new) are under the age of 21, Contributions made on behalf of the original Beneficiary will not be included in determining whether an over-contribution has been made for the new Beneficiary in past years.

To make this change, please contact us and we will provide you with a form that you will need to complete, sign and return to us. You must agree with the terms of the change. There is no service fee for this change.

Death of the Beneficiary

If your Beneficiary dies and you do not name a substitute Beneficiary, you are entitled to cancel your plan and receive a refund of all Contributions (less any previous principal refunds) including any sales charges paid. If there is Income in the plan, it can be taken out as an AIP (see "Accumulated Income Payments" on page 45 for details).

To make the change, please contact us and provide us with an original or notarized death certificate of the Beneficiary. There is no service fee for this change.

Disability of the Beneficiary

If your Beneficiary becomes disabled such that it is expected to prevent your Beneficiary from pursuing post-secondary education (as verified in writing by a qualified third-party practitioner), please contact us. Due to significant variation in disability types, each situation is treated on a case-by-case basis.

You may name another eligible Beneficiary or cancel your plan. If you cancel your plan, you will receive a refund of all Contributions (less any previous principal refunds) including any sales charges paid. If there is Income in the plan, it can be taken out as an AIP (see "Accumulated Income Payments" on page 45 for details) or transferred to a Registered Disability Savings Plan (RDSP).

To make the change, please contact us and we will let you know the documents we require such as notarized or original evidence of disability of the Beneficiary. There is no service fee for this change.

Transferring your Plan

Transferring to Family Savings Plan

You can transfer to the Family Savings Plan if the Beneficiary is your child, grandchild or great grandchild provided all Beneficiaries are siblings and under the age of 21 years. On transfer, 100% of your accumulated net Contributions, Government Grants, and Income earned on your net Contributions and Government Grants will be transferred into the applicable Plan.

When you transfer to the Family Savings Plan, you become bound by the terms and conditions of the Family Savings Plan's education savings plan agreement.

To make this change, please contact us and, if you are changing the Beneficiary, provide the new Beneficiary's name, date of birth and Social Insurance Number. We will provide you a form to be completed, signed and returned to us. There is no service fee for this change.

Transferring to Another RESP provider

You may cancel your plan and direct us to transfer your RESP to another RESP provider if an AIP has not been made from the RESP. Government Grants may be transferred as long as:

- the receiving RESP is for the same Beneficiary or the Beneficiary named under the receiving RESP is a sibling to every other Beneficiary named under the existing RESP and
- the receiving RESP is
 - (i) a family RESP; or,
 - (ii) an individual RESP that was entered into before the Beneficiary was 21 years old;
- a Canada Learning Bond transfer is only made to an account for the same Beneficiary; and
- the receiving RESP complies with CRA and ESDC requirements.

We will transfer your net Contributions, your Government Grants and Income earned on your net Contributions and Government Grants (subject to the rules contained in applicable legislation) to the receiving institution. On transferring, you will forfeit the sales charges.

To start the transfer, please contact the receiving RESP provider. We will charge a transfer-out fee of \$50 per plan.

Transferring to this Plan from Another RESP provider

You may transfer amounts from another RESP into the Plan if an AIP has not been made from the transferring RESP.

Amounts transferred into the Plan from another RESP remain as Contributions, Income and Government Grants. Contributions retain their original date of Contribution and the plan will expire on December 31st of the 36th year of the starting date of the earlier of the two RESPs.

Government Grants may be transferred to the Plan from another RESP if:

- a Beneficiary is also a Beneficiary under the transferring RESP; or
- the Beneficiary is under 21 years of age and a sibling of every other Beneficiary under the transferring RESP.

The Canada Learning Bond may be transferred into the new plan provided that all the funds are for the same Beneficiary.

You might incur loss of Income, Government Grants, Grant Contribution Room, sales charges and fees paid. The sending RESP provider may also charge you a fee to process the transfer. Please check with your sending RESP provider for more details.

To enroll in the Plan, please contact one of our sales representatives. The sales representative will complete a new plan application form and other necessary paper work along with transfer-in documents. We will not charge a service fee for the transfer. There are sales charges of \$50 to open the Plan.

Default, Withdrawal or Cancellation

If you withdraw from or cancel your plan

You are entitled to a return of Contributions, less sales charges and fees at any time by contacting us. We will provide you with a form for you to complete, sign and return to us for cancellation of your plan. We do not charge for the first withdrawal in any given year, but a withdrawal fee of \$10 applies to the second and each subsequent withdrawal in a given calendar year. If you withdraw all of your Contributions, your plan will be cancelled. You can avoid cancellation of your plan by maintaining a minimum balance of \$100.

You may cancel your plan at any time by providing us with written notice of your cancellation. If you cancel the plan within the first 60 days after you enroll, you will receive a refund of all Contributions made into the plan. If you cancel your plan more than 60 days from the Application Date, you are entitled to a return of Contributions, less sales charges and fees. Any Income earned in your plan will be paid to a post-secondary

educational institution we choose unless you qualify for an AIP or your education savings plan has not been registered. There is no service fee to cancel your plan.

If we cancel your plan

If your plan was opened without a Social Insurance Number for your Beneficiary, and if you do not provide us with a Social Insurance Number for your Beneficiary within 12 months of signing your application (or any longer period as agreed to by us), your plan will be automatically cancelled and your Contributions, less sales charges and fees will be returned to you. Any Income earned on your Contributions will be paid to you and will be taxable in your hands. We will not charge a service fee for the cancellation of your plan.

Re-activating your plan

If your plan was unregistered, you can re-activate the plan by providing your Beneficiary's Social Insurance Number and maintaining a minimum balance of \$100 in your plan.

If your plan expires

Your plan expires on December 31st of the plan's 36th year. If your plan expires, it cannot be re-instated. Your Contributions, less sales charges and fees will be returned to you. If the Income is not paid as EAPs or an AIP, the Income will be paid to a post-secondary educational institution chosen by us. Any unclaimed Government Grants will be returned to the applicable governments.

If your Beneficiary does not enroll in Eligible Studies

A Beneficiary who does not enroll in Eligible Studies will not receive EAPs from the plan.

If the Beneficiary is not eligible, the Income on Contributions and Government Grants can be paid out as AIPs or transferred to an eligible RRSP or RDSP. The Government Grants are returned to the applicable governments.

You are always entitled to a return of your Contributions, less sales charges and fees.

Receiving Payments from the Plan

Return of Contributions

Your net Contribution is available to you or to another person as per your instructions.

If you withdraw your Contributions before your Beneficiary enrolls in Eligible Studies, we will repay CESGs

ranging from 20% to 40% of the Contribution amount withdrawn, QESIs ranging from 10% to 20% of the Contributions withdrawn (if you received Additional CESG and Additional QESI) and SAGES grants of 10% of the Contributions withdrawn to the applicable government.

There is no charge for the first withdrawal in a year and a \$10 per withdrawal charge for each subsequent withdrawal.

Educational Assistance Payments

Your Beneficiary is eligible for EAPs as soon as proof of enrolment in an eligible program is provided. The latest that a Beneficiary can receive an EAP is the end of the 36th year of the plan or a later date if permitted by the *Income Tax Act* (Canada).

EAPs are made up of Income on your Contributions, Government Grants and Income on Government Grants. Government Grants and Income on Government Grants are paid to your Beneficiary in proportion to Income on your Contributions. To receive an EAP, please contact us and we will provide a form to you to complete, sign and return to us.

How EAP amounts are determined

You decide the amount and timing of EAPs based on the Income in your account. To receive an EAP, contact us and we will provide you with a form to be completed, signed and returned to us. The amounts of Contributions, less sales charges and fees, Income, Government Grants and Income on Government Grants are maintained individually. Unrealized capital gains or losses on investments in the plan are not allocated to your plan until they are realized. Government Grants and Income on Government Grants are paid out proportionate to amount of Income withdrawn from the Plan as EAP. Any unpaid portion of Government Grants is returned to the applicable government and Income on Government Grants is paid to a post-secondary educational institution of our choosing.

The *Income Tax Act* (Canada) does not allow an EAP to exceed \$5,000 for a student who has not completed at least 13 consecutive weeks of study in the previous 12 months. If a student is subject to this \$5,000 cap, you may withdraw the balance after the student has completed 13 weeks of consecutive study. A student with expenses exceeding \$5,000 in the first 13 weeks may contact us to apply to ESDC on his or her behalf to have the limit increased. For part-time study, the students may access up to \$2,500 of their Income and Government Grants for each 13 week period of study.

If your Beneficiary does not complete Eligible Studies

You may defer having EAPs made from your plan provided that all amounts are paid to a Beneficiary enrolled in Eligible Studies or withdrawn as an AIP by December 31st of the 36th year of the plan. After that date, we will pay any Income in your plan to a post-secondary educational institution we choose.

Accumulated Income Payments

If your Beneficiary decides not to pursue post-secondary education, you may withdraw Income earned in your RESP as an AIP, provided that:

- the AIP is made to only one person;
- the recipient is a resident of Canada at the time of the payment; and
- the recipient is a Subscriber under the plan unless the Subscriber has died;

and one of the following conditions is met:

- (a) each person who is or was a Beneficiary (other than a deceased Beneficiary) has reached 21 years of age and is not enrolled in Eligible Studies at that time, and the plan has existed for at least 10 years;

- (b) the payment is made in the 36th year of the plan; or
- (c) each Beneficiary under the plan has died.

You may request the Minister of Revenue issue a waiver from condition (a) if your Beneficiary suffers from severe and prolonged mental impairment that prevents your Beneficiary from enrolling in eligible studies at a qualifying post secondary institution.

If you qualify for an AIP, you may:

- transfer up to \$50,000 of RESP Income (per Subscriber) to your RRSP or your spousal RRSP as long as you have unused RRSP Contribution room; or
- receive RESP Income as taxable income for the year, and pay an additional tax of 20% (for Quebec residents this additional tax is comprised of a 12% federal tax and 8% provincial tax) on the RESP Income for that year.

For the tax consequences of receiving an AIP, please refer to "If you receive an Accumulated Income Payment (AIP)" on page 12.

Specific information about our plans – Family Savings Plan

Type of Plan

Type of scholarship Plan	Start Date
Family Savings Plan	March 1, 1997

Who this Plan is for

You are eligible to enroll in this Plan if:

- your Beneficiary is your child, grandchild or great grandchild and is under the age of 21 years;
- your Beneficiary is a Canadian resident within the meaning of the *Income Tax Act* (Canada).

This Plan is suitable if:

- you want to save for one or more children who are siblings;
- you want flexibility over when and how much to contribute to your plan;
- you are planning for one or more of your Beneficiaries to attend Eligible Studies;
- you want control over when and how much to withdraw from your plan for your Beneficiary's education.

Summary of Eligible Studies

The following is a description of the post-secondary programs that are Eligible Studies and qualify for EAPs under the Plan.

Contact us or your sales representative to find out if the educational programs your Beneficiary is interested in are Eligible Studies. We can provide you with a current list of qualifying institutions and programs on request. This list is also available on our website at www.cst.org.

For more information about receiving EAPs, see "Educational Assistance Payments" on page 52.

What's eligible

Beneficiaries must be enrolled in any post-secondary program that qualifies under the *Income Tax Act* (Canada). For full-time programs at eligible Canadian schools, this means a program of at least 3 consecutive weeks duration with at least 10 hours of instruction work each week. For part-time studies, it means a program of at least 3 consecutive weeks with at least 12 hours per month spent on courses. For eligible schools outside Canada, the program must be at least 13 consecutive weeks duration, or for Beneficiaries enrolled full-time at a university, the program must be at least 3 consecutive weeks in duration.

Qualifying post-secondary institutions may include universities, community colleges, trade schools, vocational schools, technical schools, religious schools, CEGEPs, as well as distance learning or correspondence learning programs.

What's not eligible

Any post-secondary program that would not qualify for an EAP under the *Income Tax Act* (Canada) would not be considered Eligible Studies under the Plan.

Beneficiaries who don't enroll in Eligible Studies under the requirements of the Plan will also not receive payments of Government Grants.

Risks of Investing in this Plan

Plan risks

You sign a Contract when you open a plan with us. Read the terms of the Contract carefully and make sure you understand the Contract before you sign. If you or your Beneficiary do not meet the terms of your Contract, it could result in a loss and your Beneficiary could lose some or all of his or her EAPs.

Keep in mind that payments from the Plan are not guaranteed. We cannot tell you in advance if your Beneficiary will qualify to receive any EAPs from the Plan or how much Income your plan will earn. We do not guarantee the amount of any payments or that the payments will cover the full cost of your Beneficiary's post-secondary education.

In addition to the investment risks described under "Investment risks" on page 11, the following is a description of the risks of participating in this Plan:

Termination of your plan

If you cancel your Plan more than 60 days after your Application Date but before your Beneficiary becomes eligible for his/her EAPs and you are not eligible to receive an Accumulated Income Payment, you will forfeit your Income, Government Grants and Income on Government Grants. The Government Grants will be returned to the applicable government. The Income earned on your Contributions and Government Grants will be paid to a post-secondary educational institution chosen by us.

Qualification for students to collect EAPs

You may not be entitled to any Income earned on your investment if your Beneficiary does not qualify to receive EAPs and if you are not eligible to take an AIP or transfer Income to an eligible RRSP or RDSP.

Investment risks

The prices of the investments held by the Plan can go up or down. You can find a list of risks that can cause the value of the Plan's investments to change under "Investment risks" on page 11.

How the Plan has Performed

The table below shows how the investments in the Family Savings Plan have performed in each of the past five years ending on October 31. Returns are after expenses have been deducted. These expenses reduce the returns you get on your investment.

It's important to note that this doesn't tell you how the Plan's investments will perform in the future.

	2015	2014	2013	2012	2011
Annual Return	2.3%	0.9%	0.1%	0.7%	1.7%

Making Contributions

The minimum initial investment in the Plan is \$150.00. We will waive the minimum investment if your Beneficiary qualifies for a Canada Learning Bond. You may make Contributions into the plan until the end of the 31st year after your plan is established or any other date permitted by the *Income Tax Act* (Canada).

Your Contribution Options

Other than meeting the minimum initial investment requirement, you decide the amount and timing of your Contributions.

Withdrawing your Contributions

You are entitled to a return of Contributions, less sales charges and fees at any time. Your plan will not be cancelled provided you maintain a minimum balance of \$100. We do not charge for the first withdrawal in any given year, but a withdrawal fee of \$10 applies to the second and each subsequent withdrawal in a given calendar year.

You may withdraw from the Plan at any time by contacting us. We will provide you with a form to complete, sign and return to us confirming the cancellation of your plan. If you withdraw all of your Contributions and do not maintain a minimum balance of \$100, your plan will be cancelled.

If you withdraw any of your Contributions and your Beneficiary is not enrolled in Eligible Studies, we will repay Government Grants on the withdrawn Contributions to the applicable governments. Repayment of Government Grants will result in the loss of the Beneficiary's Grant Contribution Room, which cannot be restored. On cancellation, we will pay you any Income earned in your plan as an AIP provided you qualify under the *Income Tax Act* (Canada). If you do not qualify, we will pay all of your Income to a post-secondary educational institution chosen by us.

Costs of Investing in this Plan

There are costs for joining and participating in the Plan. The following tables list the fees and expenses of this Plan. You pay some of these fees and expenses directly from your Contributions. The Plan pays some of the fees and expenses, which are deducted from the Plan's Income.

Fees you pay

These fees are deducted from your Contributions. They reduce the amount that gets invested in your plan, which will reduce the amount available for EAPs.

Fee	What you pay	What the fee is for	Who the fee is paid to
Sales charge¹	\$50 per Plan. No charges for Plans only opened for children to collect the Canada Learning Bond Paid with the first Contribution	This is the commission for selling your plan	C.S.T. Consultants Inc.

¹ Sales charges may not be increased without Subscriber approval

Fees the Plan pays

The following fees are payable from the Plan's Income. You don't pay these fees directly. These fees affect you because they reduce the Plan's returns which reduce the amount available for EAPs.

Fee	What the Plan pays	What the fee is for	Who the fee is paid to
All-Inclusive Management Fee	<p>Fee consists of:</p> <ul style="list-style-type: none"> (i) Administration fee¹: Each year, 1.00% of the total amount of net Contributions, Government Grants and Income earned on these amounts. The Administration fee is subject to applicable taxes² (ii) Trustee and Custodian fees: Based on the current agreement in place with the trustee. In 2015, the fees were 0.02% of assets plus applicable taxes² (iii) Portfolio management fees and expenses: Based on the current portfolio manager fee agreements in place with the portfolio managers. In 2015, the annual weighted average fees were 0.10% of the average market value of assets in the Plan plus applicable taxes². CSTC's expenses incurred to monitor and manage the portfolio managers are included in the portfolio manager fees. <p>For year ended October 31, 2015, the total All-Inclusive Management Fee was 1.12% of assets plus applicable taxes²</p>	Operating and administering your plan, including portfolio management, trustee, record-keeping and custodial services	Canadian Scholarship Trust Foundation, which pays applicable fees to the portfolio managers who manage the Plan's investments and the trustee as trustee, record keeper and custodian. The Foundation pays amounts out of the administration fee to CSTC for its management services
Independent Review Committee	<p>\$10,000 to the Chair, \$7,500 to each member, \$1,000 for each meeting attended, \$500 for meetings held by teleconference plus secretariat fee of \$35,000 and other expenses</p> <p>For the year ended October 31, 2015, \$77,314 shared by all Plans, including the Discontinued Plans</p>	This is for the services of the Plan's Independent Review Committee. The committee reviews conflict of interest matters between the investment fund manager and the Plan	Independent Review Committee

Notes:

¹ Administration fee may not be changed without Subscriber approval.

² The Harmonized Sales Tax (HST) applies in lieu of the federal Goods and Services Tax (GST) in the provinces of Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island.

Transaction Fees

We will charge the following fees for the transactions listed below.

Fee	Amount	How the fee is paid	Who the fee is paid to
Withdrawal Fee	No charge for first withdrawal each year. \$10 for each subsequent withdrawal of net Contributions and/or Income	Deducted from your Contributions	Canadian Scholarship Trust Foundation
Returned (N.S.F.) payments	\$15 per item	Directly by the Subscriber	Canadian Scholarship Trust Foundation
Transfer to another RESP provider	\$50 per transfer	Deducted from your Contributions	Canadian Scholarship Trust Foundation
Lost cheque replacement or Stop Payment	\$15 per item	Deducted from the new cheque amount	Canadian Scholarship Trust Foundation
Special Information Request and Research Fee	\$50 per hour	Directly by the Subscriber	Canadian Scholarship Trust Foundation

Note: Transaction fees may be changed with a 60 day written advance notice to Subscribers.

Making Changes to your Plan

Changing your Contributions

You may change or stop the amount of your Contributions at any time. There are no service fees to make this change nor are any losses incurred by you or your Beneficiaries.

Changing the Subscriber

Your plan allows the Subscriber(s) to be changed at any time during the life of your plan if:

1. the original Subscriber(s) passes away;
2. there is a court order requiring a change of Subscriber arising from marital breakdown; or
3. another individual or Public Primary Caregiver is appointed and granted rights as the Subscriber.

The new Subscriber must meet the requirements in the *Income Tax Act* (Canada) including:

- the new Subscriber is your spouse or common-law partner, or ex-spouse or former common-law partner and gets your rights under the RESP as a result of a court order or written agreement for dividing property after a breakdown of the relationship;
- the new Subscriber acquired the Subscriber's rights under the RESP, or the new Subscriber continues to make Contributions into the RESP for the Beneficiary, after your death; or
- the new Subscriber is your estate that acquired the Subscriber's rights under the RESP, or that continues to make Contributions into the RESP for the Beneficiary, after your death.

To make the change, we will require:

- original or notarized copy of the court order, if applicable;
- original or notarized death certificate and, if applicable, your will; or
- original or notarized copies of any other applicable legal documents.

To make this change, please contact us and we will provide a form to be completed, signed and returned to us. There will be no losses incurred by the Subscriber or the Beneficiary if the change is made. There is no service fee to make the change.

Changing your Beneficiary

You may change your Beneficiary to another child under the age of 21 years as long as the new Beneficiary is a sibling of the existing Beneficiary and you provide the new Beneficiary's Social Insurance Number. We will transfer Government Grants to the new Beneficiary if the

new Beneficiary is under the age of 21 and a sibling of the former Beneficiary. Otherwise, we must repay the Government Grants to the applicable government. We cannot transfer Canada Learning Bonds to the new Beneficiary under any circumstances.

Provided these conditions are met, Contributions made on behalf of the original Beneficiary will not be included in determining whether an over-contribution has been made for the new Beneficiary in past years.

To make this change, please contact us and we will provide you with a form that you will need to complete, sign and return to us. You must agree with the terms of the change. There is no service fee for this change.

Death of the Beneficiary

If all of your Beneficiaries die, you are entitled to cancel your plan and you will receive a refund of all Contributions (less any previous principal refunds) including any sales charges paid. If there is Income in the plan, it can be taken out as an AIP (see "Accumulated Income Payments" on page 53 for details).

If one or more Beneficiaries survive, Income in your plan will be shared among the remaining Beneficiaries as directed by the Subscriber. Some Government Grants may have to be repaid.

To make the change, please contact us and provide us original or notarized death certificate of the Beneficiary(ies). There is no service fee for this change.

Disability of the Beneficiary

If one of your Beneficiaries becomes disabled such that it is expected to prevent your Beneficiary from pursuing post-secondary education (as verified in writing by a qualified third-party practitioner), please contact us. Due to significant variation in disability types, each situation is treated on a case-by-case basis. The Income in your plan will be shared among the remaining Beneficiaries. You may name another child to replace the Beneficiary or cancel your plan. If you cancel your plan, you will receive a refund of all Contributions (less any previous principal refunds) including any sales charges and fees paid. If there is Income in the plan, it can be taken out as an AIP (see "Accumulated Income Payments" on page 53 for details), or transferred to a Registered Disability Savings Plan (RDSP).

To make the change, please contact us and we will let you know the documents we require such as notarized or original evidence of disability of the Beneficiary. There is no service fee for this change.

Transferring your Plan

Transferring to Individual Savings Plan

You can transfer to the Individual Savings Plan if your Family Savings Plan has only one Beneficiary. You may also substitute a new Beneficiary under the Individual Savings Plan who is not a sibling of the existing Beneficiary. On transfer, 100% of your accumulated net Contributions, Government Grants (excluding CLB), and Income earned on your net Contributions and Government Grants will be transferred into the applicable Plan. If the new Beneficiary is not a sibling and is under 21 years of age, you will forfeit Government Grants.

When you transfer to the Individual Savings Plan, you become bound by the terms and conditions of the Individual Savings Plan's education savings plan agreement.

To make this change, please contact us and, if you are changing the Beneficiary provide the new Beneficiary's name, date of birth and Social Insurance Number. We will provide you a form to be completed, signed and returned to us. There is no service fee for this change.

Transferring to Another RESP provider

You may cancel your plan and direct us to transfer your RESP to another RESP provider if an AIP has not been made from the RESP. Government Grants may be transferred as long as:

- there is a common Beneficiary to both the receiving RESP and existing RESP or the Beneficiary named under the receiving RESP is a sibling to every other Beneficiary under the existing RESP; and
- the receiving RESP is
 - (i) a family RESP; or,
 - (ii) an individual RESP that was entered into before the Beneficiary was 21 years old;
- a Canada Learning Bond transfer is only made to an account for the same Beneficiary; and
- the receiving RESP complies with CRA and ESDC requirements.

We will transfer your net Contributions, your Government Grants and Income earned on your Contributions and Government Grants (subject to the rules contained in applicable legislation) to the receiving institution. On transferring, you will forfeit the sales charges.

To start the transfer, please contact the receiving RESP provider. We will charge a transfer-out fee of \$50 per plan.

Transferring to this Plan from Another RESP provider

You may transfer amounts from another RESP into the Plan if an AIP has not been made from the transferring RESP.

Amounts transferred into the Plan from another RESP remain as Contributions, Income and Government Grants. Contributions retain their original date of Contribution and the plan will expire on December 31st of the 36th year of the starting date of the earlier of the two RESPs.

Government Grants may be transferred to a Family Savings Plan from another RESP if:

- the Beneficiary is also a Beneficiary under the transferring RESP; or
- the Beneficiary is under 21 years of age and a sibling to every other Beneficiary under the transferring RESP.

The Canada Learning Bond may be transferred into the new plan provided that all the funds are for the same Beneficiary.

You might incur loss of Income, Government Grants, Grant Contribution Room, sales charges and fees paid. The sending RESP provider may also charge you a fee to process the transfer. Please check with your sending RESP provider for more details.

To enroll in the Plan, please contact one of our sales representatives. The sales representative will complete a new plan application form and other necessary paper work along with transfer-in documents. We will not charge a service fee for the transfer. There are sales charges of \$50 to open the plan.

Default, Withdrawal or Cancellation

If you withdraw from or cancel your plan

You are entitled to a return of Contributions, less sales charges and fees at any time by contacting us. We will provide you with a form for you to complete, sign and return to us for cancellation of your plan. We do not charge for the first withdrawal in any given year, but a withdrawal fee of \$10 applies to the second and each subsequent withdrawal in a given calendar year. If you withdraw all of your Contributions, your plan will be cancelled. You can avoid cancellation of your plan by maintaining a minimum balance of \$100.

You may cancel your plan at any time by providing us with written notice of your cancellation. If you cancel the plan within the first 60 days after you enroll, you will receive a refund of all Contributions made into the plan. If you cancel your plan more than 60 days from your Application Date, you are entitled to a return of Contributions, less sales charges and fees. Any Income earned in the plan will be paid to a post-secondary educational institution chosen by us unless you qualify for an AIP or your education savings plan has not been registered. There is no service fee to cancel your plan.

If we cancel your plan

If your plan was opened without a Social Insurance Number for your Beneficiary, and if you do not provide us with a Social Insurance Number for your Beneficiary within 12 months of signing your application (or any longer period as agreed to by us), your plan will be automatically cancelled and Contributions, less sales charges and fees will be returned to you. Any Income earned on your Contributions will be paid to you and will be taxable in your hands. We will not charge a service fee for the cancellation of your plan.

Re-activating your plan

If your plan was unregistered, you can re-activate the plan by providing your Beneficiary's Social Insurance Number and maintaining a minimum balance of \$100 in your plan.

If your plan expires

Your plan expires on December 31st of the plan's 36th year. If your plan expires, it cannot be re-instated. Your Contributions, less sales charges and fees will be returned to you. If the Income is not paid as EAPs or an AIP, the Income will be paid to a post-secondary educational institution chosen by us. Any unclaimed Government Grants will be returned to the applicable governments.

If your Beneficiary does not enroll in Eligible Studies

A Beneficiary who does not enroll in Eligible Studies will not receive EAPs from the plan. You can add another Beneficiary of less than 21 years of age and who is a sibling of the existing Beneficiary. All Income accumulated can be paid to one Beneficiary as an EAP. The Canada Learning Bond and Government Grants in excess of program maximum limits will have to be repaid to the applicable governments.

If none of the Beneficiaries is eligible, the Income on Contributions and Government Grants can be paid out as

AIPs or transferred to eligible RRSP or RDSP. The Government Grants are returned to the applicable governments.

You are always entitled to a return of your Contributions, less sales charges and fees.

Receiving Payments from the Plan Return of Contributions

Your net Contribution is available to you or to another person as per your instructions.

If you withdraw your Contributions before your Beneficiary enrolls in Eligible Studies, we will repay CESGs ranging from 20% to 40% of the Contribution amount withdrawn, QESIs ranging from 10% to 20% of the Contributions withdrawn (if you received Additional CESG and Additional QESI) and SAGES grants of 10% of the Contributions withdrawn to the applicable government.

There is no charge for the first withdrawal in a year and a \$10 per withdrawal charge for each subsequent withdrawal.

Educational Assistance Payments

Your Beneficiary is eligible for EAPs as soon as proof of enrolment in an eligible program is provided. The latest that a Beneficiary can receive an EAP is the end of the 36th year of the plan or a later date if permitted by the *Income Tax Act* (Canada).

EAPs are made up of Income on your Contributions, Government Grants and Income on Government Grants. Government Grants and Income on Government Grants are paid to your Beneficiary in proportion to Income on your Contributions. To receive an EAP, please contact us and we will provide a form to you to complete, sign and return to us.

How EAP amounts are determined

You decide the amount and timing of EAPs based on the Income in your account. To receive an EAP, please contact us and we will provide a form to you to be completed, signed and returned to us. The amounts of Contributions, less sales charges and fees, Income, Government Grants and Income on Government Grants are maintained individually. Unrealized capital gains or losses on investments in the plan are not allocated to your plan until they are realized. Government Grants and Income on Government Grants are paid out proportional to amount of Income withdrawn from the Plan as EAP for each Beneficiary. Any unpaid portion of Government Grants is returned to the applicable government and Income on

Government Grants is paid to a post-secondary educational institution of our choosing.

The *Income Tax Act* (Canada) does not allow an EAP to exceed \$5,000 for a student who has not completed at least 13 consecutive weeks of study in the previous 12 months. If a student is subject to this \$5,000 cap, you may withdraw the balance after the student has completed 13 weeks of consecutive study. A student with expenses exceeding \$5,000 in the first 13 weeks may contact us to apply to ESDC on his or her behalf to have the limit increased. For part-time study, the students may access up to \$2,500 of their Income and Government Grants for each 13 week period of study.

If your Beneficiary does not complete Eligible Studies

You may defer having EAPs paid from your plan provided that all amounts are paid to Beneficiaries enrolled in Eligible Studies or withdrawn as an AIP by December 31st of the 36th year of the plan. After that date, we will pay any Income in your plan to a post-secondary educational institution chosen by us.

Accumulated Income Payments

If one of your Beneficiaries decide not to pursue post-secondary education, you may withdraw Income earned in your RESP as an AIP, provided that:

- the AIP is made to only one person;
- the recipient is a resident of Canada at the time of the payment; and

- the recipient is a Subscriber under the plan unless the Subscriber has died;

and one of the following conditions is met:

- (a) each person who is or was a Beneficiary (other than a deceased Beneficiary) has reached 21 years of age and is not enrolled in Eligible Studies at that time, and the plan has existed for at least 10 years;
- (b) the payment is made in the 36th year of the plan; or
- (c) each Beneficiary under the plan has died.

You may request the Minister of Revenue issue a waiver from condition (a) if your Beneficiary suffers from severe and prolonged mental impairment that prevents your Beneficiary from enrolling in eligible studies at a qualifying post secondary institution.

If you qualify for an AIP, you may:

- transfer up to \$50,000 of RESP Income (per Subscriber) to your RRSP or your spousal RRSP as long as you have unused RRSP contribution room; or
- receive RESP Income as taxable income for the year, and pay an additional tax of 20% (for Quebec residents the additional tax is comprised of 12% federal tax and 8% provincial tax) on the RESP Income for that year.

For the tax consequences of receiving an AIP, please refer to "If you receive an Accumulated Income Payment (AIP)" on page 12.

About C.S.T. Consultants Inc. and the Canadian Scholarship Trust Foundation

An Overview of the Structure of our Plans

Group Savings Plan 2001
Individual Savings Plan
Family Savings Plan

Sponsored by the Canadian Scholarship Trust Foundation
Managed and distributed by C.S.T. Consultants Inc.
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

The Plans are trusts established by way of trust indentures between the Foundation and RBC Investor Services Trust as Trustee and are subject to the laws of Canada. In the case of Group Savings Plan 2001, The Royal Trust Company (predecessor to RBC Investor Services Trust) became Trustee by way of a deed of appointment and retirement dated March 1, 1996. The trusts were constituted as the Canadian Scholarship Trust, the Canadian Scholarship Millennium Trust and the Canadian Scholarship Millennium Family Trust. When the names of the trusts were changed in 2003, each of the trust indentures was amended to update references to the names of the trusts to Canadian Scholarship Group Savings Plan Trust, Canadian Scholarship Individual Savings Plan Trust and Canadian Scholarship Family Savings Plan Trust, respectively. Each of the trusts is known as Group Savings Plan 2001, Individual Savings Plan and Family Savings Plan for the purposes of their distribution as scholarship plans.

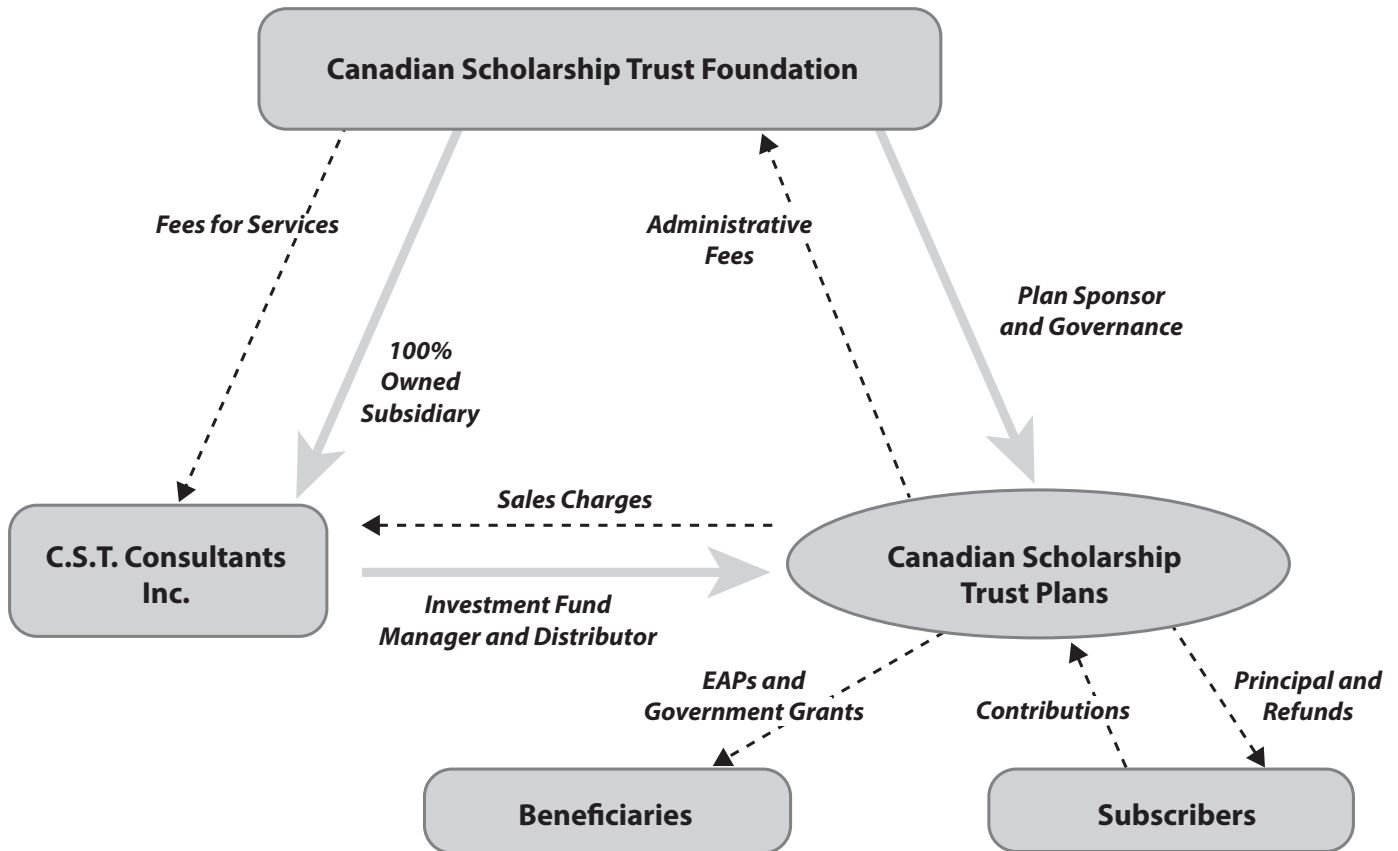
Manager of the Plans

C.S.T. Consultants Inc.
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

1-877-333-RESP (7377)
cstplan@cst.org
www.cst.org

C.S.T. Consultants Inc. is incorporated under the laws of Canada and is a wholly-owned subsidiary of the Canadian Scholarship Trust Foundation, a not-for-profit organization whose primary objective is to promote the benefits of higher education and improve access to post-secondary education by reducing barriers and providing wide distribution of education savings plan products. CSTC commenced operations in 1988 as the exclusive distributor of the Plans in addition to providing administration services to the Foundation and the Plans. In 2010, CSTC was appointed investment fund manager of the Plans and carries out the overall management and administration of the Plans.

The relationship between CSTC, the Foundation and the Plans is illustrated below:



Duties and services to be provided by the manager

CSTC is responsible for the overall management and administration of the Plans and provides services to the Foundation in connection with the duties of the board of directors of the Foundation. As the manager of the Plans, CSTC carries out the day-to-day management of the Plans, monitors the investment management of the Plans, provides all accounting, record-keeping, valuation and other services for Subscribers, processes transactions, issues account statements and tax reporting information, administers the education savings plan agreements, and calculates EAPs for review and payment out of the Plans by the Foundation.

CSTC is registered as an investment fund manager in Ontario, Quebec and Newfoundland and Labrador as required by securities law. It receives fees from the Foundation for the management and administrative services it provides.

Details of the management agreement

The specific duties and responsibilities of CSTC and the Foundation as well as those of the trustee for the management of the Plans are set out in the Plan Management and Administration Agreement between the Foundation, CSTC and the trustee made as of September 28, 2010. CSTC is responsible for the overall management and administration of the Plans including the selection of portfolio managers, accounting and administrative services. The trustee takes direction from us regarding the settlement of investment trades, the payment of fees and the disbursement of amounts in accordance with the terms of the education savings plan agreements.

The Plan Management and Administration Agreement continues until the termination of each of the trusts in accordance with the trust indentures. Any party to the agreement may resign and terminate the Plan Management and Administration Agreement upon three months notice in which case the provisions of the trust indentures relating to the resignation of the Foundation or the trustee, as the case may be, would apply.

CSTC also provides certain administrative services to the Foundation according to an amended and restated Services Agreement made as of September 28, 2010.

Officers and Directors of the Manager

Pursuant to a Unanimous Shareholder Declaration permitted under corporate law that applies to CSTC, all of

the powers of the directors of CSTC to manage or supervise the management of the business and affairs of CSTC have been transferred to the Foundation, as sole shareholder. Accordingly, the Foundation considers and executes all legal documents and certificates that are required to be executed by the board of directors of CSTC.

Officers and Directors of CSTC

Name	Municipality of Residence	Position	Principal Occupation
Sherry J. MacDonald, CPA, CA	Scarborough, Ontario	Director, Officer	President and Chief Executive Officer
Peter Bethlenfalvy	Toronto, Ontario	Officer	Chief Investment Officer since February 2014; Senior Vice President Financial Regulations, Manulife Financial from 2011 to 2013
Richard D'Archivio, CPA, CA, CFA	Vaughan, Ontario	Officer	Vice President, Chief Financial Officer since October 2014; Chief Financial Officer, Sentry Select Capital Corp. from 2008-2013 and Chief Financial Officer, Sentry Investments Inc. from 2008-2013
Dan Guenther	Toronto, Ontario	Officer	Vice President, Customer Experience since January 2016; Vice President, Client Experience, Project and Process Delivery from January 2014 to April 2015 and Director, Credit, Fraud Prevention and Proactive Advocacy from May 2012 to January 2014, Bell Canada, Inc.; Associate Principal, ZS Associates from August 2010 to January 2012
Peter A. Lewis	Brantford, Ontario	Officer	Vice-President, Regulatory, Risk and Corporate Affairs
Carole Matear, CPA, CA	Vaughan, Ontario	Officer	Chief Compliance Officer
Martha Turner	Toronto, Ontario	Officer	Vice President, Marketing since March 2012; Director, Marketing, Bell Mobility 2011 until March 2012; Assistant Vice President, Marketing, Aviva plc from 2007 to 2011

Trustee

RBC Investor Services Trust
Toronto, Ontario

The Plans are trusts. RBC Investor Services Trust is the trustee of the Plans and acts as custodian for the Plan assets. We direct the trustee regarding the settlement of investment trades, the payment of fees and Plan payments under the terms of the education savings plan agreements. The trustee holds all amounts in the Plans in trust and, as directed by us, disburses fees, EAPs and other amounts in accordance with the terms of the education savings plan agreements, and settles all investment trades. For this service, the trustee charges fees which are deducted from Income earned on Contributions and Government Grants held in the Plans.

If CSTC or the Foundation resigned or were unable to perform their duties relating to the administration of the Plans, the Trustee would become responsible for administering the Plans and would receive the administration fee. The continued administration of the Plans is provided for in the trust indentures, which do not allow the trustee to resign unless a successor trustee is appointed.

The Foundation

The Canadian Scholarship Trust Foundation
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

The Foundation is a not-for-profit organization governed by an independent Board of Directors. It sponsors and provides governance and oversight over the Plans, as well as carries out certain duties as required by the trust

indentures. According to a Unanimous Shareholder Declaration permitted under corporate law that applies to CSTC, all of the powers of the directors of CSTC to manage or supervise the management of the business and affairs of CSTC have been transferred to the Foundation, as shareholder. Accordingly, the Foundation considers and executes all legal documents and certificates that are required to be executed by the board of directors of CSTC.

In its role as plan sponsor and provider of governance and oversight in respect of the Plans, the Foundation

supervises and performs specific functions, including entering into the education savings plan agreements with the Subscribers, supervising Subscribers' adherence to the terms of the education savings plan agreements, supervising the calculation of EAPs by CSTC and determining the amount of EAPs to be paid, supervising the annual audit of the Plans, as well as supervising the administration of the Plans in such manner as the Foundation considers appropriate, in consultation with CSTC. Certain of these duties are required to be performed by the Foundation under the trust indentures.

Directors

Name	Municipality of Residence	Position	Period(s) served as director	Principal occupation
David R. Lewis, CFA ^{1, 2, 3}	Mississauga, Ontario	Chair of the Board, Director	Since October 2011	Consultant and Corporate Director since 2011; Head of Banking Products, Barclays Wealth Americas from June 2010 to 2011
Elizabeth B. Wright ¹	Toronto, Ontario	Immediate Past Chair of the Board, Director		
Sherry J. MacDonald, CPA, CA	Scarborough, Ontario	Director, President and Chief Executive Officer	Since March 2010	President, CSTC and President Foundation
Rodney W. J. Seyffert ^{1, 2}	Toronto, Ontario	Director	From April 1991 to April 2006 Since April 2008	Lawyer and Corporate Director; Partner, Gowling Lafleur Henderson LLP from 1970 to 2011
Gisele D. Wilson, CFA ³	Westmount, Quebec	Director	Since July 2008	President and Founder, Coriel Capital Inc.
Elaine Bourassa, CPA, CA ²	Regina, Saskatchewan	Director	Since June 2009	Corporate Director
Ted Cadsby, CFA, ICD.D ^{1, 3}	Toronto, Ontario	Director, Chair, Investment Committee	Since October 2009	Consultant and Corporate Director
Colin E. Litton, FCPA, FCA, ICD.D ²	Oakville, Ontario	Director, Chair, Audit and Risk Management Committee	Since March 2010	Corporate Director
Andrew Poprawa, CPA, CA, C.Dir. ^{1, 2}	Mississauga, Ontario	Director, Chair of the Governance and Human Resources Committee	Since January 2013	President and Chief Executive Officer, Deposit Insurance Corporation of Ontario

Name	Municipality of Residence	Position	Period(s) served as director	Principal occupation
Amit Chakma, PhD ¹	London, Ontario	Director	Since June 2013	President and Vice-Chancellor, University of Western Ontario
Colleen Sidford, ICD.D ³	Toronto, Ontario	Director	Since January 2014	Corporate Director; Vice President, Chief Investment Officer from 2011 until 2013 and Vice President Corporate Treasurer from 2005 to 2011, Ontario Power Generation Inc.
Robert Pitfield ³	Toronto, Ontario	Director	Since January 2015	President, TravelEdge since 2013; Group Head, Risk and Chief Risk Officer, Bank of Nova Scotia from 1983 to 2013
Douglas P. McPhie, FCPA, FCA, CPA (Illinois) ²	Oakville, Ontario	Director	Since December 2015	Corporate Director since 2015; Retired; Partner, Ernst & Young LLP from 1978-2015
Brenda Bartlett, ICD.D ³	Montreal, Quebec	Director	Since March 2016	President and Chief Operating Officer, PWL Capital Inc.

¹ Member of Governance and Human Resources Committee

² Member of Audit and Risk Management Committee

³ Member of Investment Committee

Officers

Name	Municipality of Residence	Position	Principal occupation
Sherry J. MacDonald, CPA, CA	Scarborough, Ontario	Officer	President and Chief Executive Officer
Richard D'Archivio, CPA, CA, CFA	Vaughan, Ontario	Officer	Vice President, Chief Financial Officer since October 2014; Chief Financial Officer, Sentry Select Capital Corp. from 2008-2013 and Chief Financial Officer, Sentry Investments Inc. from 2008-2013
Peter A. Lewis	Brantford, Ontario	Officer	Vice-President, Regulatory, Risk and Corporate Affairs and Corporate Secretary

Each year, the Foundation issues an annual report of its activities. Subscribers can request a copy of the annual report, at no cost, by calling us toll-free 1-877-333-7377 or by contacting us at cstplan@cst.org. The annual report is also available on our website at www.cst.org.

Independent Review Committee

An Independent Review Committee (the IRC) acts for the Plans in accordance with NI 81-107 *Independent Review Committee for Investment Funds* (NI 81-107).

The mandate of the IRC is to provide independent review and oversight of the conflicts CSTC faces in our management of the Plans. This is accomplished mainly by:

- reviewing and providing input into our policies and procedures for dealing with matters that pose

an actual or perceived conflict of interest with the best interests of the Plans;

- undertaking an annual review of our written policies and procedures on conflict matters and our compliance with these policies and procedures and any conditions imposed by the IRC;
- making recommendations with respect to specific conflict of interest matters referred to it by us; and,
- performing other duties as required under applicable securities laws such as an annual self-assessment.

The current members of the IRC, each of whom is independent of the Foundation and CSTC, are:

Don McCreesh, C.Dir (Chair) is an experienced board director with more than 30 years of experience as a member of a number of corporate, not-for-profit and

charitable organization boards. Mr. McCreesh spent 11 years as the global head and corporate officer responsible for Human Resources at several companies.

Amana Manori is the Managing Partner and Chief Legal Officer of Introduction Capital Inc. Previously, she was the President and CEO of Lattice Legal, a legal and consulting firm in Toronto. Prior to founding Lattice, Amana served as the Chief Legal Officer for one of the world's largest hedge fund providers and has over a decade of experience in the alternative investment industry.

Sandford Borins is a Professor of Public Management in the University of Toronto's Joseph L. Rotman School of Management, School of Public Policy and Governance, and Department of Management, University of Toronto-Scarborough. He is currently a research fellow at the Ash Center for Democratic Governance and Innovation, Harvard Kennedy School.

At least annually, the IRC prepares a report of its activities for Subscribers. The report is available on our website at www.cst.org, or at the Subscriber's request at no cost, by contacting us at cstplan@cst.org.

The C.S.T. Committee

The C.S.T. Committee is a policy committee of up to 10 members appointed as follows: two by the Trustee (one of whom is Chair), four by the Foundation, two by a national Canadian organization or organizations having charitable or public objects, and two by a Canadian trust company or chartered bank. The C.S.T. Committee advises and assists the Trustee and us, and considers and makes recommendations regarding EAP policies and guidelines, eligibility of Beneficiaries, Eligible Studies and other matters related to EAPs.

Appointed by RBC Investor Services Trust			
Rosemary Demichele (Chair) Mississauga, Ontario	Senior Manager, Client Service, RBC Investor Services Trust	Eva Tang Toronto, Ontario	Client Manager, Sales & Distribution RBC Investor Services Trust
Appointed by the Foundation			
Robert A. Thompson Truro, Nova Scotia	Retired, Former Executive Director, Operation Dialogue	Peter A. Lewis Brantford, Ontario	Vice-President, Regulatory, Risk and Corporate Affairs, C.S.T. Consultants Inc.
Jill Purcell Orono, Ontario	Senior Investment Consultant, Willis Towers Watson		
Appointed by Royal Bank of Canada			
Stefanie Licursi Whitby, Ontario	Senior Commercial Account Manager, Business Services & Professionals, Royal Bank of Canada	Sylvia MacDonald Newcastle, Ontario	Associate Account Manager, Business Services & Professionals, Royal Bank of Canada

Third Party Dispute Resolution Service

If you have a complaint or a concern about our sales representatives or the services you received from us, we will work with you to resolve your complaint or dispute. However, if you feel that a satisfactory resolution of the matter is not achieved, you may refer your complaint to the Ombudsman for Banking Services and Investments (OBSI) or Autorité des marchés financiers (AMF) (Québec residents only). Information about our complaint handling process is available on our website at www.cst.org

Ombudsman for Banking Services
and Investments
401 Bay Street, Suite 1505
P.O. Box 5
Toronto, Ontario, M5H 2Y4
Toll Free: (888) 451-4519
Fax: (888) 422-2865
Website: www.obsi.ca
E-mail: ombudsman@obsi.ca

Autorité des marchés financiers
Service du traitement des plaintes
800, square Victoria, 22^e étage
C.P. 246, tour de la Bourse
Montréal (Québec) H4Z 1G3
Telephone: (514) 395-0337
Toll Free: (1-877) 525-0337
Fax: (514) 873-3090
Toll Free Fax: (1-877) 285-4378

OBSI offers a free, independent and impartial resolution service. Legal representation is not required to participate fully with any investigation carried out by OBSI. If OBSI investigates a complaint against us and finds in your favour, it will recommend a course of action to resolve the complaint, which may include compensation.

If you are a resident of Québec and are not satisfied with the resolution offered or with the handling of your complaint, you may request that we transfer our complaint file to the AMF. The AMF will assess the complaint and if necessary, offer mediation services to assist us in reaching a satisfactory settlement.

Compensation of Directors, Officers, Trustees, and Independent Review Committee Members

The Plans do not have a board of directors, officers or employees. Oversight of the Plans is carried out by the Board of Directors of the Foundation. The Director of the Foundation that is an employee of CSTC receives no additional remuneration for serving as a director. The remainder of the Board of Directors receives no remuneration directly or indirectly for services provided to the Foundation other than annual directors' fees and meeting attendance fees which totaled \$364,000 for the 2015 fiscal year of the Foundation and which were paid from the Administration Fees received by the Foundation from the Plans (including those no longer being distributed).

For the services provided, the trustee charges fees which are deducted from Income earned on net Contribution

and Government Grants held in the Plans. The amount of these fees paid in 2015 by all Plans administered by us (including those no longer being distributed) was \$691,000.

The charter for the IRC provides that the compensation and permitted expenses of the IRC will be paid by the Plans, and that we will allocate the costs among the Plans on an equitable and reasonable basis. The Plans pay the compensation of the committee members which is comprised of annual members' fees and meeting attendance fees. Expenses of the IRC include premiums for insurance coverage, legal fees, secretariat fees for record-keeping, travel expenses and reasonable out-of-pocket expenses. During the fiscal year of the Plans ended October 31, 2015, total fees paid to P. Gardner, D. McCreesh, A. Manori were \$8,750, \$11,705 (including HST) and \$9,124 (including HST), respectively. Expenses related to the IRC were \$47,735.

Portfolio Managers

BlackRock Asset Management Canada Limited
 Toronto, Ontario

BMO Asset Management Inc.
 Toronto, Ontario

Canso Investment Counsel Ltd.
 Richmond Hill, Ontario

CGOV Asset Management
 Toronto, Ontario

CIBC Asset Management Inc.
 Toronto, Ontario

Greystone Managed Investments Inc.
 Regina, Saskatchewan

Sionna Investment Managers Inc.
 Toronto, Ontario

TD Asset Management Inc.
 Toronto, Ontario

Each portfolio manager manages a portion of the assets of the Plans according to specific mandates we have assigned them. We have established compliance criteria designed to ensure overall compliance with the investment policies, objectives and strategies of each Plan. CSTC monitors the management of the assets of the Plans and manages each portfolio manager. CSTC’s Chief Investment Officer carries out this management and oversight. The Investment Committee of the Foundation’s Board of Directors also monitors the portfolio managers’ performance on a quarterly basis in accordance with the investment policy of the Plans and the mandate of the portfolio managers and may terminate any of the investment management agreements with appropriate notice in consultation with CSTC. CSTC may decide to change the portfolio managers or the allocation of assets assigned to any portfolio manager from time to time in its sole discretion and may do so without prior or other notice to Subscribers of the Plans.

BlackRock Asset Management Canada Limited (Toronto, Ontario)

BlackRock Asset Management Canada Limited (BlackRock) is a premier provider of global investment management services. BlackRock manages equity, fixed income, real estate, liquidity, alternatives, and asset allocation/balanced strategies for institutional and retail clients. Through BlackRock Solutions, the firm provides risk management and advisory services that combine capital markets expertise with internally-developed systems and technology. Its mandate is to invest Plan assets in US equities through exchange traded funds designed to track the S&P 500 Hedged to Canadian Dollars Index within performance guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Greg Savage, CFA Managing Director	15 years	24 years	Managing Director and Head of iShares Equity Portfolio Management
Creighton Jue, CFA Managing Director	17 years	19 years	Managing Director, Portfolio Manager in BlackRock’s Institutional Equity Portfolio Management Group

BMO Asset Management Inc. (Toronto, Ontario)

BMO Asset Management Inc. is a multi-asset management business characterized by specialized, regional investment teams providing a range of investment solutions to global clients. BMO Asset Management Inc. is the legal operating entity in Canada and was originally established in 1982 as Jones Heward Investment Counsel Inc. Now wholly owned by BMO Financial Group, the company was renamed in 2010 following the amalgamation of the BMO Exchange Traded Funds and Quantamental Investment groups. Its mandate is to invest Plan assets in US equities through exchange traded funds designed to track the S&P 500 Hedged to Canadian Dollars Index within performance guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Rob Bechard, CFA, M.Sc. Senior Vice President and Head of ETF Portfolio Management	6 years	17 years	Head of Equity and Fixed Income Portfolio Management for the ETF and Global Structured Investment Group
Chris McHaney, CFA Vice President and Portfolio Manager	6 years	17 years	Equity and Derivative Portfolio Manager
Raymond Chan, CFA, FRM Vice President and Portfolio Manager	6 years	14 years	Equity Portfolio Manager and Currency Hedging Specialist
Chris Heakes, M. Fin. Portfolio Manager	5 years	7 years	Portfolio Manager, Equity and Covered-Call portfolios. Previous experience includes quantitative equity research, and investment funds product support

Canso Investment Counsel Ltd. (Richmond Hill, Ontario)

Canso Investment Counsel Ltd. (Canso) was founded in 1997 and remains an independent firm wholly owned by its employees. Canso provides investment management services to institutional and private investors using a disciplined approach of both fundamental valuation of financial securities and portfolio construction. It specializes in security selection based upon its proprietary research which examines default risk and cash flows of issuers to create long-term value for their portfolios. Its mandate is to invest Plan assets in Canadian fixed income debt instruments issued by Canadian federal and provincial governments and corporate debt securities issued by Canadian and foreign entities denominated in Canadian dollars, according to defined asset mixes. It also has performance objectives and risk control limit guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
John Carswell, CFA President	18 years	31 years	President Canso and Chief Investment Officer
Timothy Hicks, CFA Vice President	6 years	28 years	Fixed Income Portfolio Manager; previously Director North American Equities, Russell Investments

CGOV Asset Management (Toronto, Ontario)

Established in 1995, CGOV Asset Management (CGOV) oversees assets on behalf of high net-worth individuals and families, charitable organizations and institutions. CGOV manages investments using a disciplined and repeatable approach derived from a stable team exercising good judgment and constructing portfolios of high quality securities. Its mandate is to invest Plan assets in an actively managed, concentrated Canadian equity portfolio with a long term investment horizon and disciplined sell procedures. The mandate has both performance objectives and risk control guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Roy Hewson, MBA, CFA	18 years	25 years	Lead Portfolio Manager for CGOV Canadian Equity and Dividend mandates
Gord O'Reilly, BCom, CFA	20 years	30 years	Chief Investment Officer & Lead Portfolio Manager for CGOV Total Equity & Global Equity mandates
Steve Cocchetto, CFA, MBA	5 years	12 years	Investment Analyst & Lead Portfolio Manager for CGOV U.S. Equity mandate

CIBC Asset Management Inc. (Toronto, Ontario)

CIBC Asset Management Inc., the asset management subsidiary of Canadian Imperial Bank of Commerce, has been providing a range of investment management services to institutional and individual investors since 1973 and is one of the largest asset management firms in Canada. The firm's expertise spans across fixed income, equity, asset allocation and currency asset classes. Research is guided by a rigorous and consistent process to yield better results for clients over the long term. Its mandate is to invest Plan assets in Canadian fixed income debt instruments issued and guaranteed by Canadian federal and provincial governments, using a stratified sampling process, to replicate the performance of a blended government benchmark. It also has performance objectives and risk control limits.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Jeffrey Waldman, CFA	17 years	27 years	Managing Director, Head of Global Fixed Income
Jacques Prevost, CFA	16 years	28 years	First Vice-President, Global Fixed Income
Lou Paolone, CFA	5 years	23 years	Assistant Vice-President, Global Fixed Income

Greystone Managed Investments Inc. (Regina, Saskatchewan)

Greystone Managed Investments Inc. (Greystone) has been serving institutional clients across Canada since 1988. It is one of the largest independent money managers in Canada. Utilizing a team-based approach, Greystone offers a full range of investment services including fixed income, Canadian equities, U.S. equities and international equities, real estate, mortgages and infrastructure. Its mandate is to invest Plan assets in Canadian financial institution bonds and to add value through security and sector selection. Greystone's fixed income team actively participates in the investment decisions made in its portfolio; the lead portfolio manager has ultimate responsibility for the oversight and approval all the investment decisions. The mandate has performance objectives and risk control limit guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Blaine S. Pho, CFA Senior Vice President, Fixed Income	21 years	21 years	Head of Fixed Income, Portfolio Manager
Chad Toews, CFA, CMT Vice President, Fixed Income	18 years	18 years	Fixed Income Trading, Portfolio Manager
Curtis Schimmelmann, CFA Senior Portfolio Manager, Fixed Income	7 years	19 years	Portfolio Manager; previously Manager, Capital Markets with Viterra

Sionna Investment Managers Inc. (Toronto, Ontario)

Sionna Investment Managers Inc. (Sionna) is an independent, Toronto-based investment management firm, which was established in 2002. Today, Sionna oversees assets for institutional clients, mutual funds, separately managed account programs and high net worth individuals. Sionna is an active investment manager and uses a value-driven, bottom-up approach to stock selection. The investment team focuses on providing downside protection and delivering long-term, above-average returns by applying a disciplined value investing process to the Canadian equity universe. Its mandate is to invest Plan assets in Canadian equities with performance objectives and risk control guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Kim Shannon, CFA, MBA President and CIO	13 Years	32 years	President and CIO
Teresa Lee, CFA Portfolio Manager & Managing Director, Investments	12 years	20 years	Portfolio Manager
Marian Hoffmann, CFA Portfolio Manager	11 years	11 years	Portfolio Manager
Mel Mariampillai, CFA Portfolio Manager	9 years	13 years	Portfolio Manager
Dave Britton, CFA, MBA Portfolio Manager	7 years	8 years	Portfolio Manager

TD Asset Management Inc. (Toronto, Ontario)

TD Asset Management Inc. (TDAM) is a wholly-owned subsidiary of the Toronto-Dominion Bank. In January 1996, TDAM was incorporated with the amalgamation of the investment division of Toronto-Dominion Securities Inc. and Lancaster Investment Counsel Inc. TDAM manages two distinct mandates on behalf of the Plans. The first mandate is to invest Plan assets in Canadian fixed income debt instruments issued and guaranteed by Canadian federal and provincial governments, designed to replicate the performance of a blended government benchmark according to defined asset mixes. The second mandate is to invest Plan assets in Canadian financial institution bonds and to add value through security and sector selection. Both mandates have performance objectives and risk control limit guidelines.

The people principally responsible for managing a material portion of this portfolio are:

Name and Title	Length of service with the portfolio manager	Industry Experience	Business experience in the last 5 years
Rob Pemberton, CFA Head of Fixed Income	16 years	25 years	Head of Fixed Income (Portfolio Management), Lead Portfolio Manager Institutional Active Fixed Income
Christopher Case Vice President and Director, Fixed Income	6 years	26 years	Senior Fixed Income Portfolio Manager
Michelle Hegeman Vice President and Director, Fixed Income	10 years	24 years	Senior Fixed Income Portfolio Manager

Details of the portfolio management agreements

Each of the portfolio managers manages Plan assets according to the terms set out in their portfolio management agreement and the specific mandates we have assigned to them. Those agreements include the provision of investment analysis, recommendations and decision-making. The mandates include general guidelines, permitted investments, constraints and restrictions, in addition to performance standards. The portfolio management agreements may be terminated by CSTC with 30 days written notice or by the portfolio manager with 90 days written notice.

Principal Distributor

C.S.T. Consultants Inc.
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

According to the provisions of an agreement between the Foundation and CSTC, dated as of November 1, 1998, as amended and restated August 26, 1999 and as further amended May 1, 2006 and June 17, 2010 (the "Distribution Agreement"), CSTC has the exclusive right to distribute the Plans throughout Canada. The Foundation may terminate the Distribution Agreement in the event of a material adverse change in the condition (financial or otherwise) of CSTC, or by either party upon the occurrence of certain events of default including

material breaches of the Distribution Agreement or various insolvency events.

CSTC markets and distributes the Plans and operates in every province and territory with a sales force of approximately 500 sales representatives. As a scholarship plan dealer, CSTC is registered under the applicable securities legislation in each province and territory. It receives a portion of the sales charges collected from Subscribers for these services.

Dealer Compensation

In exchange for selling the Plans, CSTC receives a portion of the sales charges paid by Subscribers which are paid from the Plans as a Distribution Fee. CSTC uses this money to pay for its costs of distribution and to pay compensation to its sales representatives for their services in distributing the plans.

In order for the Foundation to meet its commitment to refund to Subscribers in Group Savings Plan 2001 at least 50% of sales charges paid, it transfers a portion of the sales charges paid by Subscribers to a segregated account that has been established for this purpose. Subscribers in Group Savings Plan 2001 who meet applicable conditions will become eligible to receive a refund of at least 50% of sales charges paid.

As part of their compensation, sales representatives can earn awards, based on the number of Units and Plans they sell. Awards may include trophies, gifts and/or an

annual sales conference trip. All costs for these incentives are paid by CSTC from its own funds, and are not charged against Subscribers, Beneficiaries, the Foundation or the Plans.

Dealer compensation from management fees

Compensation paid to CSTC in its capacity as distributor comes directly from sales charges paid by Subscribers and is not paid from the management fees charged to the Plans. This means that the compensation that CSTC pays to its sales representatives is not derived from the management fees charged to the Plans.

Custodian

RBC Investor Services Trust
Toronto, Ontario

The custodian also acts as Plan trustee.

Auditor

Deloitte LLP
Bay Adelaide East
22 Adelaide Street West, Suite 200
Toronto, Ontario M5H 0A9

Transfer Agent and Registrar

The Canadian Scholarship Trust Foundation
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

Promoter

C.S.T. Consultants Inc.
Toronto, Ontario

The promoter also acts as manager and distributor of the Plans.

Other service providers

Willis Towers Watson
Toronto, Ontario

Willis Towers Watson provides our Investment Committee with investment and actuarial consulting services consisting of asset/liability management, and valuation of sales charge refund obligations as well as other consulting services.

Ownership of the Manager and Other Service Providers

C.S.T. Consultants Inc. (CSTC) is a wholly-owned subsidiary of the Canadian Scholarship Trust Foundation. Willis Towers Watson is a publicly traded company on the NASDAQ stock market.

Experts who contributed to this prospectus

Deloitte LLP – Auditor

Personnel associated with these experts have less than a 1% ownership interest in the Plans and do not own, directly or indirectly any ownership interest in CSTC.

Subscriber Matters

Meetings of Subscribers

The Foundation or the trustee is required to call a meeting to consider any amendment to the trust indentures or education savings plan agreements for which Subscriber approval is required. At least 21 days notice of a meeting must be given to Subscribers. Each education savings plan agreement entitles a Subscriber to one vote. Resolutions may be passed by a two-thirds vote of Subscribers represented at a meeting in person or by proxy. Three Subscribers constitutes a quorum for a meeting.

Matters Requiring Subscriber Approval

No matters other than the amendments to the trust indentures and education savings plan agreements described below require Subscriber approval.

Amendments to the Declaration of Trust

Certain amendments to an education savings plan agreement or trust indenture may be made without consulting Subscribers or Beneficiaries. These consist of any change that, in the opinion of the Foundation and the trustee:

- is for the purpose of complying with any statute of Canada or a province, or any order, rule or regulation made according to the statute;
- does not materially adversely affect Subscribers or Beneficiaries; or
- is necessary to correct a clerical or typographical error in the trust indentures.

The Foundation, CSTC and the trustee, in consultation with the C.S.T. Committee, have the power to make rules and regulations relating to the administration of the Plans and the Subscriber agreements.

All other amendments require the consent of the Foundation, the trustee and Subscribers by way of a resolution passed by at least two-thirds of the eligible votes cast at a meeting of Subscribers.

Reporting to Subscribers and Beneficiaries

When you first enter into your plan, we will send you a signed agreement, along with a trade confirmation and a copy of this prospectus, and other information relating to your relationship with us and how we will operate your plan. You should review this information and keep it for future reference, along with each annual statement referred to below.

We send Subscribers an annual statement which shows the total amount of your Contributions, Government Grants, Income earned, sales charges, account maintenance fees and other deductions since the date of the last annual statement or the date of your subscription, if less than one year. Annually we also provide you with information about the direct costs that you paid us in connection with your plan, as well as the outstanding unpaid portion of your sales charges, the amount that you contributed to your plan during the year, and a reasonable projection of the future value of your plan.

We will also send you a form requesting instructions from you as to whether you would like to be sent the annual report of the appropriate Plan with audited financial statements including a management report of fund performance, and/or the semi-annual unaudited financial statements. Both the annual and semi-annual financial statements are accessible in the SEDAR Filings Database at www.sedar.com, on our website at www.cst.org and in the online services section of our secure self-service website.

Business Practices

Our Policies

As manager of the Plans, CSTC is responsible for the day-to-day management, administration and operation of the Plans.

CSTC has established appropriate policies, procedures, practices and guidelines to ensure the proper management of the Plans, including as required by NI 81-107, policies and procedures relating to conflicts of interest. The processes and controls used by CSTC in relation to the Plans monitor and manage the business and sales practices, risk and internal conflicts of interest relating to the Plans, while ensuring compliance with applicable regulatory, compliance and corporate requirements. CSTC personnel responsible for compliance, together with management of CSTC, ensure that these policies, procedures, practices and guidelines are communicated from time to time to all relevant persons and are updated as necessary to reflect changing

circumstances. CSTC also monitors the application of all such policies, procedures, practices and guidelines to ensure their continuing effectiveness.

Compliance with the undertaking is monitored by CSTC on a regular basis. The investment strategies, practices and restrictions for the Plans are outlined on page 9.

Valuation of Portfolio Investments

The custodian values the following types of investments at fair value: bonds, equities, money market securities, and exchange traded funds. Bonds, equities and money market securities are valued using quoted bid prices at period end. In the event that quoted market prices are not available, the fair values are estimated using present value or other valuation techniques.

Management has determined that the carrying value of payables for securities purchased, Subscribers' deposits and unclaimed Subscriber funds approximate their fair values as these instruments are short term in nature.

Proxy Voting

We view corporate governance and compliance as important to overall corporate performance and long-term investment returns and as such support the proxy voting guidelines established by our portfolio managers. Investment restrictions contained in the *Income Tax Act* (Canada) and the undertaking, as well as our investment policies result in the Plans primarily investing in federal and provincial government fixed income securities.

We review each portfolio manager's proxy voting policies and procedures which guide the portfolio manager in determining whether and how to vote on any matter for which the Plans receive proxy materials. Each portfolio manager's proxy voting policy is available on request, at no cost, by calling 1-877-333-7377 or by contacting us at cstplan@cst.org.

The proxy voting record for each Plan for the most recent 12-month period ended June 30 of each year will be available at no cost to any Subscriber upon request by August 31 of that year.

Conflicts of Interest

CSTC, as investment fund manager, is required to refer all conflict of interest matters to the IRC for its review and recommendations. The IRC reviews and provides input on CSTC's written policies and procedures that deal with conflict of interest matters. It reviews conflict of interest matters referred to it by CSTC and makes recommendations to CSTC regarding whether the proposed actions in connection with the conflict of interest matter achieve a fair and reasonable result for the

Plans. Where required by securities laws, the IRC considers and, if deemed appropriate, approves CSTC's decision on a conflict of interest matter that CSTC refers to the IRC for approval.

Rather than requiring CSTC to refer a matter to the IRC each time a conflict arises, the IRC has established standing instructions that allow CSTC to take action on matters within the parameters established by CSTC's policies and procedures on conflict matters. CSTC believes that adherence to its policies and related procedures provides adequate safeguards against the potential for any self-interest to take precedence over the interests of investors in the Plans. The following conflict of interest matters have been considered by the IRC which has made a positive recommendation to CSTC to follow its policies in managing these conflicts.

Fees

Most fees payable by Subscribers or the Plans cannot be increased without Subscriber approval. However, the account maintenance fee, transaction fees and other fees permitted by your Contract can be increased by the Foundation with 60 day advance written notice to the Subscribers.

Sales Charge Refund

Any changes to the sales charge refund during the currency of an education savings plan agreement cannot be made without an amendment to that agreement which would require Subscriber approval.

Contracts with Related Parties

In the event that CSTC or the Foundation wishes to reopen the services arrangements between these two parties, the Board of Directors of the Foundation will consider whether there are any alternate arrangements that may be in the best interests of Subscribers.

Contracts in which an Entity Related to the Manager Has an Interest

Agreements between CSTC or the Foundation and a third party in which an entity related to the CSTC or the Foundation has an interest should be on terms no less favourable to the Plans than those which would exist in a contract with an arm's length third party.

Interests of Management and Others in Material Transactions

In accordance with the Foundation's by-laws and Board Policy Guidelines on governance, applicable corporate law and good governance practices, Ms A. Elaine Bourassa, a Director of the Foundation, has declared her directorship on the Board of Greystone Capital Management Inc., the parent company of Greystone. Greystone is one of the investment managers for the Plans. On an ongoing basis, Ms Bourassa will not participate in any Board

deliberations concerning the investment management of the Trusts, nor will she vote on any resolutions recommended by our Investment Committee.

Key Business Documents

The following material contracts have been entered into:

- Amended and restated Trust Indenture made March 4, 1992 between us and the trustee forming the trust which holds the assets of the Original Group Savings Plan and Group Savings Plan 2001.
- Trust Indenture dated March 24, 1997, as amended, between us and the trustee forming the trust which holds the assets of the Individual Savings Plan.
- Trust Indenture dated April 6, 1999, as amended, between us and the trustee forming the trust which holds the assets of the Family Savings Plan.
- Plan Management and Administration Agreement effective as of September 28, 2010 between the Foundation, CSTC and RBC Investor Services Trust which sets out the roles and responsibilities of each party and under which administrative services are provided to the trustee in connection with the Plans.
- Services Agreement as of November 1, 1990 between the Foundation and CSTC, as amended and restated effective September 28, 2010, in which CSTC provides certain administrative services in connection with the duties of the board of directors of the Foundation, in addition to its duties as investment fund manager to the Plans.
- Amended and restated Distribution and License Agreement dated as of November 1, 1998 as further amended and restated, between the Foundation and CSTC in which distribution services are provided to the Foundation.
- Investment Management Agreement between BlackRock Asset Management Canada Limited and us dated June 20, 2014.
- Investment Management Agreement between BMO Asset Management Inc. and us dated June 19, 2014 and amended September 24, 2015.
- Investment Managed Account Agreement between Canso Investment Counsel Inc. and us dated July 21, 2009.
- Investment Management Agreement between TD Asset Management Inc. and us dated November 30, 2012 and amended September 4, 2015.
- Investment Management Agreement between Greystone Managed Investments Inc. and us dated September 4, 2015.
- Investment Management Agreement between CGOV Asset Management and us dated September 4, 2015.

- Investment Management Agreement between CIBC Asset Management Inc. and us dated September 4, 2015.
- Investment Management Agreement between Sionna Investment Managers Inc. and us dated September 4, 2015.
- Agreement between Employment and Social Development Canada and the Foundation for the delivery of the Canada Education Savings Grant, the Canada Learning Bond and Federally Administered Provincial Incentives dated December 21, 2015.
- Agreement between the Minister of Revenue of Quebec and the Foundation for the delivery of the Quebec Education Savings Incentive dated October 8, 2008.
- Education Savings Plan Agreements in respect of each of the Plans.

You may view copies of all material contracts at our offices, 2235 Sheppard Avenue East, Suite 1600, Toronto, Ontario M2J 5B8 with 10 days' notice.

Legal matters

Exemptions and Approvals under Securities Laws

We were granted relief in all provinces and territories of Canada (except in Prince Edward Island) in a decision dated February 15, 2006 from the requirement to prepare and file an annual information form with respect to Plan II and Founders' Plan (the "Discontinued Plans") as well as the Group Savings Plan offered prior to April 27, 2001 (the "Original Group Savings Plan"). This relief was granted on the condition that this prospectus discloses the material details of the significant differences between the plans no longer being distributed (the Discontinued Plans and the Original Group Savings Plan) and Group Savings Plan 2001.

The Discontinued Plans are group savings plans that operate on substantially similar terms and conditions as Group Savings Plan 2001 currently being offered by this prospectus with the following significant differences:

- (a) the contribution frequency and amounts were based on the contribution schedule that was in effect at the relevant time;
- (b) the criteria that must be met by a child to qualify for an EAP are different in the case of

- (c) the age limit to change the Beneficiary is 10 years old in the case of Plan II and 13 years old in the case of the Founders' Plan;
- (d) Beneficiaries of the Discontinued Plans do not receive their first EAP until they are in the second year of Eligible Studies and they are eligible for a maximum of three EAPs; and
- (e) the sales charges (formerly enrolment fees) paid for Units of Plan II and Founders' Plan are not refundable.

The terms and conditions of Group Savings Plan 2001 and the Original Group Savings Plan are identical except with respect to sales charge refunds. A Subscriber who enrolled in the Original Group Savings Plan is eligible to receive a refund of their entire sales charges along with the first EAP paid to his or her Beneficiary. Subscribers to Group Savings Plan 2001 are eligible to receive one quarter of their sales charge refund with each EAP paid to his or her Beneficiary (see "Refund of Sales Charges" on page 24 for details of the amount of the refund for which Subscribers purchasing Units under this prospectus may be eligible). The two Group Savings Plans also have different contribution schedules.

Legal and Administrative Proceedings

On July 17, 2015 a legal proceeding under the Class Proceedings Act, 1992 was commenced in the Ontario Superior Court of Justice naming certain RESP providers and other individuals, including CSTC, seeking damages of approximately \$352 million. The proceeding has not been certified as a class action and no certification hearing has been scheduled. The Plans have not been named as a defendant in the proceeding. Based on our assessment of the legal proceeding and the information currently available, we cannot predict the final outcome or timing of the pending proceeding and cannot determine the potential financial impact at this time. We believe we have strong defenses and intend to vigorously defend our position.

Certificate of the Scholarship Plans

May 9, 2016

This prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus, as required by the securities legislation of each of the provinces and territories of Canada.

**C.S.T. CONSULTANTS INC.
On Behalf of the Plans**

(Signed)
Sherry J. MacDonald, CPA, CA
President and Chief Executive Officer

(Signed)
Richard D'Archivio, CPA, CA, CFA
Vice President, Chief Financial Officer

**CANADIAN SCHOLARSHIP TRUST FOUNDATION
ON BEHALF OF THE BOARD OF DIRECTORS OF C.S.T. CONSULTANTS INC.
ON BEHALF OF THE PLANS**

(Signed)
Colin E. Litton, FCPA, FCA, ICD.D
Director

(Signed)
David R. Lewis, CFA
Director

Certificate of the Investment Fund Manager

May 9, 2016

This prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus, as required by the securities legislation of each of the provinces and territories of Canada.

**C.S.T. CONSULTANTS INC.
As Manager**

(Signed)
Sherry J. MacDonald, CPA, CA
President and Chief Executive Officer

(Signed)
Richard D'Archivio, CPA, CA, CFA
Vice President, Chief Financial Officer

**CANADIAN SCHOLARSHIP TRUST FOUNDATION
ON BEHALF OF THE BOARD OF DIRECTORS OF C.S.T. CONSULTANTS INC.
AS MANAGER**

(Signed)
Colin E. Litton, FCPA, FCA, ICD.D
Director

(Signed)
David R. Lewis, CFA
Director

Certificate of the Principal Distributor

May 9, 2016

This prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus, as required by the securities legislation of each of the provinces and territories of Canada.

**C.S.T. CONSULTANTS INC.
As Distributor**

(Signed)
Sherry J. MacDonald, CPA, CA
President and Chief Executive Officer

(Signed)
Richard D'Archivio, CPA, CA, CFA
Vice President, Chief Financial Officer

Notes

Group Savings Plan 2001
Individual Savings Plan
Family Savings Plan

C.S.T. Consultants Inc.
2235 Sheppard Avenue East, Suite 1600
Toronto, Ontario M2J 5B8

You can find additional information about the Plans in the following documents:

- the Plan's most recently filed annual financial statements,
- any interim financial reports filed after the annual financial statements,
- the most recently filed annual management report of fund performance, and
- the undertaking to the Ontario Securities Commission and each other provincial and territorial securities regulator.

These documents are incorporated by reference into this prospectus. That means they legally form part of this document just as if they were printed as part of this document.

You can get a copy of these documents at no cost by calling us at 1-877-333-RESP (7377) or by contacting us at cstplan@cst.org.

You'll also find these financial statements, management reports of fund performance and the undertaking on our website at www.cst.org.

These documents and other information about the Plans are also available at www.sedar.com

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