

[LEGAL OPINION TO BE REMITTED TO RBC BY COUNSEL TO A TRUST]

[insert date]

ROYAL BANK OF CANADA

[insert address]

Re: [insert name of the Trust]

We are counsel to **[insert name of the Trust]** (the "Trust"). In the aforesaid capacity, we have examined the following documents:

- (a) an executed copy of the Trust agreement dated as of **[insert date]** (as same may have been amended from time to time, the "Trust Agreement");
- (b) **[Insert all other relevant documents examined; for example, such documents may include the following:]**
[i.e. an executed copy of the RBC Homeline Plan Agreement entered into by the Trust, as borrower, with Royal Bank of Canada (the "Bank"), as lender, dated as of [insert date] (the "Loan Agreement");]
- (c) **[i.e. the Bank's Form 3936/53936/3937/53937 (in Quebec, Form 3922/53922/4164/54164) entitled Guarantee - Personal Lending Prime Rate/Guarantee - Personal Lending Fixed Rate (in Quebec, Suretyship & Subordination of Claims-Fixed Rate/Suretyship & Subordination of Claims - Prime Rate), entered into by the Trust in favour of the Bank on [insert date] (the "Guarantee") whereby the Trust guarantees all debt obligations of [insert name of borrower] owing to the Bank;]**
- (d) **[i.e. an executed copy of the collateral mortgage, entered into by the Trust in favour of the Bank on [insert date] (the "Mortgage");]**
- (e) **[i.e. an executed copy of the Bank's Form 895 entitled "Movable Hypothec Without Delivery" entered into by the Trust in favour of the Bank on [insert date] (the "Hypothec")]**
[Note: add all other relevant documents examined]
- (f) such public records and certificates and other documents as we have deemed necessary or desirable for the purposes of the opinions hereafter expressed.

Based on the foregoing, we are of the opinion that:

1. The Trust has been validly created and is validly existing as a trust under the laws of **[insert applicable jurisdiction]**. **[Note: insert the following sentence for [The domicile of the Trust is located in [insert jurisdiction]].]**
2. The following trustee[s] of the Trust (the "Trustee[s]") is[are] qualified to act as trustee[s] of the Trust and is[are] qualified to 1) open, deposit funds to, and order the withdrawal or transfer of funds from, the Trust's bank account and 2) enter into, in its[their] capacity as Trustee[s] of the Trust, and perform its obligations under, **[insert pertinent documentation; i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]**.

Note: If more than one trustee is listed, specify the signing authority (e.g., anyone to sign/any 2 to sign/all to sign).

3. The beneficiary[ies] of the Trust is[are]: **[insert name[s] of beneficiary[ies]]**.
4. The beneficiary[ies] of the Trust have agreed, to the extent such agreement is necessary, to the execution and delivery by the Trustee(s) of each of the **[insert relevant documents; i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]**, and therefore accept(s) that the obligations pursuant to such documents bind the Trust.
5. The settlor[s] of the Trust is[are]: **[insert name[s] of the settlor[s]]**.
6. **[Note: If a trustee is a corporation or partnership, insert the following [insert name of corporate or partnership trustee]** has the power and capacity to carry on its business, to own its properties and assets, to hold title to the property of the Trust, and to enter into and perform its obligations under the Trust Agreement. Pursuant to the Trust Agreement, **[insert name of corporate or partnership trustee]** has been appointed as **[the OR a]** Trustee of the Trust, and has the power and capacity to enter into and perform its obligations under the **[insert relevant agreements, i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]** and **[insert name of individual signing for corporation or partnership]** has been duly authorized to sign such agreements on behalf of **[insert name of corporate or partnership trustee]**, as Trustee.
7. All necessary **[Note: only insert the word “corporate” if the trustees are corporations] [corporate]** action has been taken by the Trustee[s], acting in its[their] capacity as trustee[s] of the Trust, to authorize the opening and operation of the Trust’s bank account, and the execution, delivery and performance of the **[insert relevant documents; i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]**.
8. **[insert relevant documents; i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]** have been duly executed and delivered by the Trustee[s], acting in its[their] capacity as trustee[s] of the Trust.
9. The execution and delivery by the Trust of **[insert relevant documents; i.e. the Loan Agreement, the Guarantee, the Mortgage, the Hypothec and all other relevant documents entered into by the Trust]** and the exercise of its rights and the performance of its obligations thereunder (1) do not contravene or derogate from the purposes for which the Trust was constituted, and (2) do not violate, result in a breach of, or constitute a default under, the Trust Agreement or any statute or regulation of the Province of [insert the applicable Province] or any federal statute or regulation of Canada applicable therein which is applicable to any Trust.
10. To the best of our knowledge, no lawsuit or proceedings have been instituted or are anticipated to be instituted against the Trust.

We will advise you of any changes in the constitution or trustees of the Trust that come to our attention.

Yours truly,

[insert name of legal counsel]