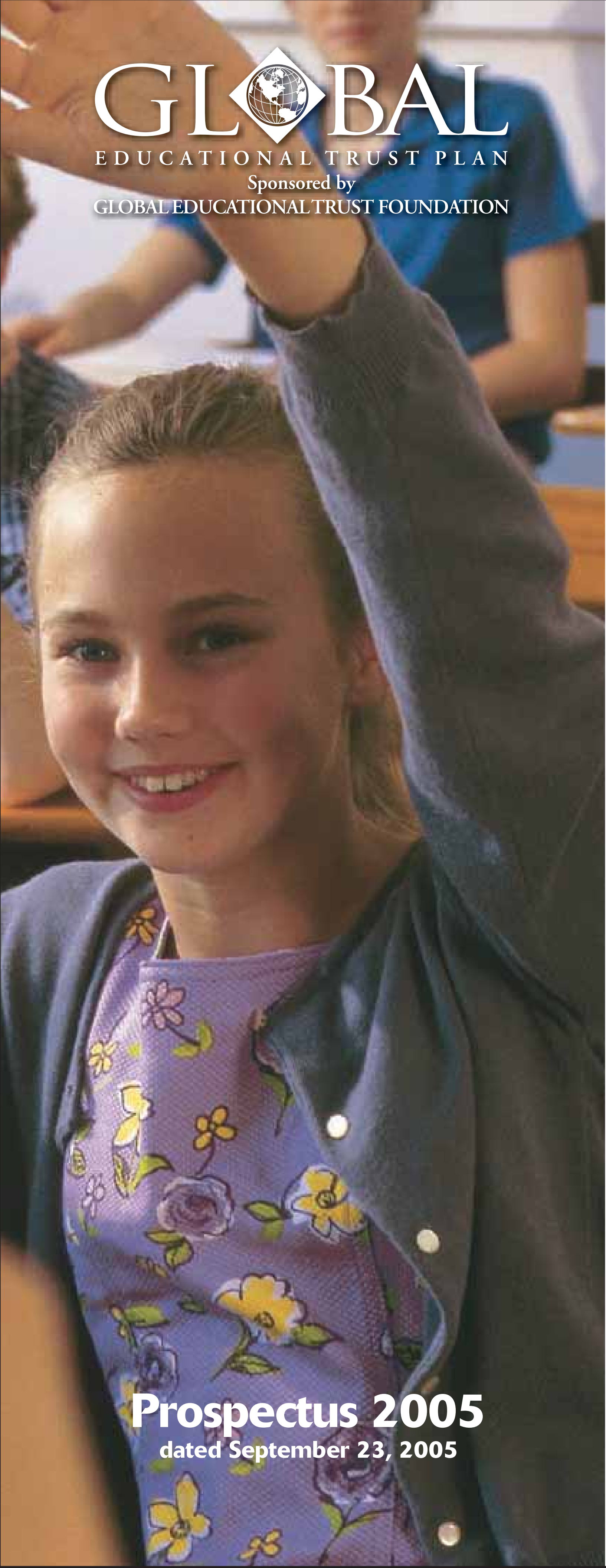

This Prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities commission or similar authority in Canada has in any way passed upon the merits of the securities offered hereunder and any representation to the contrary is an offence. The securities administrators and the governments of the jurisdictions where the Plan is offered make no recommendations concerning such participation and assume no liability or obligation to any Subscriber to the Plan.

Continuous Offering

UNITS OF THE GLOBAL EDUCATIONAL TRUST PLAN
Education Savings Plan Sponsored By
GLOBAL EDUCATIONAL TRUST FOUNDATION

Global Educational Trust Plan (the "Plan") is a savings plan which has been established for the purpose of providing educational financial assistance payments ("E.F.A.") to students who attend post-secondary programs of education. The Plan is known as an pooled individual education savings plan where funds held in trust are invested collectively and professionally managed. The Plan is sponsored by Global Educational Trust Foundation, the promoter of the Plan. Bank of Nova Scotia Trust Company is the Trustee of a trust established in respect of the Plan (the "Trust").

As a Subscriber under the Plan, you will enter into an educational financial assistance agreement (the "Agreement") for the purchase of units ("Units") offered by this Prospectus. Each Subscriber makes Deposits on behalf of a Nominee to the Plan pursuant to the Agreement. An enrollment fee not exceeding $60 per Unit together with an annual Depository Fee, an annual Administration Fee, and, in certain circumstances, Special Services Fees are payable by a Subscriber. See pg. 12,"Enrollment Fees and Other Deductions". The minimum initial purchase is one Unit and no minimum for the Sponsored Group Program. Fractional Units may be issued.

The Foundation has had a specimen copy of the Agreement approved by Canada Revenue Agency ("CRA") so that Agreements may be submitted to CRA for registration as Registered Education Savings Plans ("RESPs") under the Income Tax Act (Canada) ("Tax Act"). This registration requires certain conditions to be satisfied prior to CRA acceptance as an RESP. Amendments to the Tax Act, effective January 1, 2004, require that a Social Insurance Number (SIN) be provided for a Nominee before contributions can be made on his behalf. These amendments also require that the Nominee be a Canadian Resident at the time of the contribution.

A plan cannot be registered under the Income Tax Act as an RESP if the Social Insurance Number for the Subscriber and Nominee have not been provided to the Foundation. A plan that is unregistered will not be entitled to the tax benefits or to the government Grants described in this Prospectus applicable to an RESP. Any deposits made without the required SIN are considered an Education Savings Plan and these deposits will be treated as Advance Deposits and all income earned will be taxable to the Subscriber. Education Savings Plan contributions that require information for registration will be automatically placed in the Advance Deposit account pending the provision of required information for registration purposes.(see pg. 13, "Registration of Plans" and "Advance Deposits").An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. After a Plan has been terminated the Foundation will permit the continuation of a Subscriber's Plan under the original terms and conditions of registration when the Nominee's SIN is provided. (see"Registration of the Plan"pg. 13)

As a Subscriber to an RESP, your Deposits accumulate and earn interest and other income free of tax in the Plan. Income earned on your Deposits will not be included in your taxable income except in certain limited circumstances described below. Deposits are not deductible for tax purposes. If your Nominee attends a Qualifying Educational Program at a Recognized Institution as described under the section (see pg. 16 "Eligibility for E.F.A.s"), the income which accumulates free of tax can be used to pay E.F.A.s to the Nominee. An amount equal to the Enrollment Fees will be paid to the Nominee from the Enhancement Fund with E.F.A. payments if all scheduled Deposits have been completed by the Subscriber to the Plan. The Enhancement Fund will include income earnings in excess of the prescribed rate attributed to Matured Plans, and monies contributed by the Foundation or the Distributor at their discretion. The Foundation may make discretionary payments from the Enhancement Fund to enhance E.F.A. returns to all Qualified Students on an equitable basis. To-date no discretionary payments have been made. Your Deposits (but not any fees which include the annual depository fee, the enrollment fee, the administration fees, and, in certain circumstances, special services fees) may be returned to you, at your option, in whole or in part. Any Deposits net of fees returned prior to E.F.A will require the return of any Grants allocated to those Deposits. Deposits returned incur a special service fee. E.F.A.s paid to a Nominee will constitute taxable income of the Nominee. The amount of an E.F.A. will depend upon the amount of Deposits made by you and the amount of income earned. However, because past performance is not necessarily an indicator of future income earned, the actual amount of E.F.A.s cannot be predicted. A Subscriber may make Deposits of up to $4,000 per year to a maximum of $42,000 per Nominee. Subject to certain limits and conditions, Canada Education Savings Grants will be paid equal to 20% of Deposits up to a maximum of $400 per year per Nominee for Nominees up to and including age 17. See pg. 22 "Tax Status".

Subscribers should be aware that early termination of an RESP or the failure of a Subscriber or a Nominee to meet certain other conditions may involve some loss since Enrollment Fees are deducted from early Deposits until collected in full and are not returned at termination. In addition, other fees collected can include the annual depository fee, the administration fee and in certain circumstances, special service fees. Grants are returned to the government and income earned on Grants is remitted to an educational institution. Subscribers are advised to carefully review the "Investment Considerations and Risk Factors" pg. 21 section in this document in order to fully understand the risks of this investment.

If your Nominee does not attend a Qualifying Educational Program as described under the section "Eligibility for E.F.A.s" pg. 16, you will be entitled to the return of all of your Deposits (but not applicable fees paid to that date). See pg. 12 "Enrollment Fees and Other Deductions". If a Nominee does not attend a Qualifying Institution and the Subscriber does not substitute a qualified student, the eligibility for E.F.A. and Enhancement Fund payments are forfeited. If your Nominee does not attend a Qualifying Educational Program as described under the section pg. 16 "Eligibility for E.F.A.s", you may be entitled to the return of the income which has accumulated under your Agreement in certain limited circumstances described in this Prospectus. See pg. 16 "Eligibility and Calculation of E.F.A." and see pg. 22 "Tax Status". The receipt of such accumulated income by a Subscriber will have income tax consequences to the recipient which are also described in the Prospectus.

The amount of income earned on your Deposits may vary from year to year and past performance is not necessarily indicative of future performance. (See pg. 16 "Eligibility and Calculation of E.F.A.").

You have a 60 day period to review all aspects of the Plan to ensure that you fully understand all of its terms. If written notice of the termination of your Agreement has been received at the Foundation within 60 days of signing the Application, all of your Deposits and any fees paid to that date will be returned to you. However, if you purchased optional life or disability insurance coverage, Insurance Premiums that have been paid are not returned. Any Grants will be required to be repaid. If written notice of the termination of your Agreement has been received at the Foundation at any time after the 60 day period your Deposits (but not Enrollment Fees, Depository Fees and, if applicable, Special Service Fees) will be returned to you. In certain limited circumstances, you may also be entitled to receive the income which has accumulated under your Agreement upon the termination of your Agreement. See pg. 15 "Termination and Default". Any Insurance Premiums paid to the date of termination will not be returned to the Subscriber. Any Grants will be required to be repaid. At any time termination occurs income earned on grants and Deposits will be remitted to an educational institution.

Neither the Plan nor the Foundation is registered as a trust company in any province of Canada and neither carries on nor intends to carry on the business of a trust company. The Distributor offers and sells Units of the Plan to the public through Agreements. Deposits under the Agreements are not "deposits" within the meaning of the Deposit Insurance Corporation Act (Canada) and are not insured under the provisions of that Act or any other legislation. No government agency recommends subscription to the Plan or guarantees the Plan. (See pg .12 "Investment Policies")

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SUMMARY OF THE GLOBAL EDUCATIONAL TRUST PLAN

This Summary of the Global Educational Trust Plan is a simplified account of the main tenets of the Plan. Persons considering investment are encouraged to read the information that follows the Summary in this prospectus as well as the EFA Agreement which describes the terms and conditions in more detail.

1. What is a Registered Education Savings Plan (RESP) ?

An RESP is an Education Savings Plan (ESP) that has been registered with Canada Revenue Agency providing tax advantages and government grants to persons′ (Subscribers′) contributions for the purpose of funding post-secondary education. Beneficiaries (Nominees) for the Plan are required to meet eligibility requirements to become Qualified Students for the Income and government grant funding from RESPs.

Income earned in an RESP grows tax free until it is used for education when Income and Grants become taxable to a Qualified Student. Because students usually have little or no income and are often eligible for tax benefits, they typically pay little or no tax on RESP income.

The maximum contributions for an RESP set up on behalf of a Nominee is $42,000 lifetime (which can exclude fees) contributed at $4,000 maximum per year. Subscriber contributions must be made within a 21-year period from the Application date and an RESP has an expiry date of 25 years from the year of Application within which time all funds are to be used.

Deposits net of fees can be withdrawn by Subscribers at any time subject to special service fee(s). Deposit withdrawal is subject to applicable government grants repayment rules (see Government Grants).

In instances where education is not being pursued by a Nominee, the Subscriber can retain the income as Accumulated Income Payments (AIP) in accordance with Government guidelines (see Tax Status). AIP does not include Grants or eligibility for Enrollment Fee payment.

2. What is the Global Educational Trust Plan?

The Global Educational Trust Plan ("Plan") is an Education Savings Plan established for the purpose of providing Educational Financial Assistance (EFA) to students who attend post-secondary programs of Education.

The Plan is a Registered Education Savings Plan under section 146.1 of the Income Tax Act and is on file with Canada Revenue Agency under Specimen Plan: RESP 104 9001.The Plan is known as an Individual Pooled Education Savings Plan where the funds held in trust are invested collectively and professionally managed.

The Global Educational Trust Foundation ("Foundation") is a non-profit organization and is the promoter of the Plan.

The Global Educational Marketing Corporation (GEMC) known as the Primary Distributor, a for profit organization, is contracted by the Foundation to offer the Plan to the public and performs administrative functions.

The securities offered by this prospectus are in the form of Educational Financial Assistance Agreements ("Agreements") and Units of the Plan are obtained by Subscribers who enter into Agreements with the Foundation.

3. What is the Registration Process?

Global Educational Marketing Corporation and other distributors have licensed Sales Representatives across Canada to guide you through the application process and the registration requirements for the Global Educational Trust Plan. RESP information will be provided to you as well as the eligibility requirements for government grants.

It is important to know that complete application information must be provided in order to have the ESP registered as an RESP. Most young children nominated for the benefits of the Global Educational Trust Plan do not have a Social Insurance Number (SIN) at the time of Application.

Registration cannot proceed until this and other required information is made available to the Foundation. Applications will be accepted pending the provision of the required information.

Non-registered accounts will have Deposits placed into a separate trust called the Advance Deposit Account pending RESP registration. The Deposits are subject to taxation and are not eligible for Grants and are not part of the Trust. When registration requirements are met the funds are forwarded at the earliest possible date to the registered trust while respecting the annual and lifetime RESP contribution limitations.

An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. After a Plan has been terminated the Foundation will permit the continuation of a Subscriber's Plan under the original terms and conditions of registration.

4. How Do I Subscribe for the GETP?

A Subscriber or Joint Subscribers as defined in the Tax Act can enroll a Nominee for the Plan. A Nominee can be enrolled at any age and a Subscriber can be a Nominee.

One unit is $504 and this is the minimum subscription. A Subscriber decides the amount of Deposit(s) over the "Term" or length of time in years at the time of application. A "Deposit Method" frequency is chosen among monthly, annual, quarterly, semi-annual or single lump sum payments.

The Term chosen usually coincides with the Nominee's expected entry to post-secondary education. A subscriber may change their Deposit Method and/or Term by providing written notice to the Foundation.

A Subscriber may purchase additional Units by way of application. Fractional units can be subscribed.

5. How are Deposits made?

Deposits can be a minimum of one or a series of payments not exceeding $4,000 per year respecting the yearly maximum. Once the Initial Deposit is received by the Foundation and information is provided pertaining to the Deposit Method and the Term, the Deposits are placed into a trust account with the Bank of Nova Scotia. Applicable Fees are deducted and the balance is remitted to the Bank of Nova Scotia Trust Company the Trustee of the Plan for safekeeping.

Agreements of the Plan are recorded individually and at the valuation date on the 15th of the month each trust account's net assets are credited with the earnings of the trust on a proportional unit basis. Grants based on eligibility, are allocated to account contributions as applicable.

An individual Statement of Account is provided annually for all Subscribers and is available at any time upon a Subscriber's request.

Contributions received in excess of the permitted maximum will be placed in the Advance Deposit Account and the Subscriber will be notified of their options.

6. What Government Grants are available for my RESP?

RESP contributions on behalf of Nominees may be eligible for government grants as shown below:

<u>The Canada Education Savings Grant (CESG)</u>: Up to a $7,200 maximum per nominee lifetime. CESG is allocated at a rate of 20% for up to $2,000 contributed per year per child under the age of 18. Unused contribution room can be forwarded since January 1st 1998 with eligibility.

<u>Enhanced CESG:</u> Available since Jan 1, 2005 is based on the family's net income of the Nominee. $35,000 and less gets 20% enhanced CESG on up to first $500 of RESP contributions. $35,001 to $70,000 family net income gets 10% on up to first $500 RESP contributions.

<u>Canada Learning Bond (CLB):</u> Available to children born on or after Jan 1, 2004. Eligibility is determined when the family receives the National Child Benefit supplement. $ 500 is available the first year of qualification and $ 100 for every following eligible year to age 15.

<u>Alberta Centennial Education Savings Plan (ACES):</u> For Alberta resident children born as of Jan 1, 2005. $500 is available at birth and subsequently $ 100 for Alberta school attendees at age 8, 11 and 14.

The Foundation applies for the grants on the behalf of Nominees of the Global Educational Trust Plan.

7. How is my money invested?

The investments for the Plan are invested in accordance with the policies as set out by Canadian Securities Administrators in National Policy Statement 15. Scotia Cassels Investment Counsel Ltd. performs the investing for the Plan in consultation with the Foundation. A large proportion of the total assets of the Trust are invested in provincial and federal government bonds and treasury bills. The investment priority is for safety of capital Deposits.

The assets held in Trust are pooled for investment purposes to take advantage of institutional scale investing. Institutional scale investing is very likely to achieve higher returns than investing done individually.

8. What Are the Fees for the GETP?

The Enrollment Fee of $60 per unit is deducted from early Deposits until the Enrollment Fee is 100% completed. There is a reduction of this fee by 10% if it is prepaid at the time of Enrollment. The payment of an amount equal to the Enrollment Fee made to a Qualified Student with EFA Payments will be based upon completion of all scheduled Deposits.

The Depository Fee is deducted annually from Deposits and is as follows: for Single Deposit method $2.00 per year, Annual Deposit method $ 4.00 per year, Semi-Annual Deposit method $6.00 per year, Quarterly Deposit method $8.00 per year, and Monthly Deposit method $10.00 per year.

1% annually of assets of the Trust is deducted from the Trust income and is used to pay Administration, Trustee, and Investment Counsel Fees.

Special Service Fees may apply to some agreements at $10.00 per occurrence and include : NSF cheque, acquisition of RESP rights, Nominee change, Replacement check, Change of Deposit Method or Term, Deposit cessation before end of Term, suspension of deposits, withdrawals occurring more than once per year, EFA payments occurring more than once per year, and Transfer to another RESP.

9. Do I Have Alternatives to Terminating My GETP if I Can't Make the Scheduled Payments ?

There are options available which permit all Subscribers to continue their RESP with the Global Educational Trust Foundation.

A Subscriber may suspend payment of their Deposits without the necessity of making up missed Deposits. Deposits can be resumed within the 21 year permitted Deposit period. Scheduled Deposits can be adjusted in frequency and/or amount.

Maintaining the Agreement option permits a permanent stoppage of remaining Deposits without affecting the continuation of your RESP and eligibility for EFA and AIP.

The valuable features of the GETP allow families undergoing financial hardship a chance to maintain Grants and benefit from the RESP program through the client friendly features of the Global Educational Trust Plan.

The Client Services Department requires proper notification of intentions and will help in implementing Special Services.

10. What Happens if I Terminate my GETP?

Prior to 60 days from the application date you will receive your complete return of contributions from the Foundation if you provide written and signed notice of intention to terminate. After 60 days of the application date your contributions less fees will be returned.

If there are Joint Subscribers the Foundation requires both signatures for termination purposes. Any Insurance premiums paid for the plan prior to termination are not returned. Any accrued income and government grants are distributed or returned in accordance to government guidelines (see government grants).

11. Can I transfer in a RESP to the GETP?

You can transfer an existing RESP that you have with another RESP provider to the Global Educational Trust Plan. Funds transferred from your original RESP are forwarded and become your GETP Deposits, Income and Grants.

12. Can I transfer my GETP RESP to another RESP?

A transfer out request from the Global Educational Trust Plan to another RESP provider is considered a termination of the GETP. Any fees paid to the date of request are non-refundable.

The Foundation forwards Deposits, Income and Grants to the receiving RESP provider.

13. Can I Substitute Another Person for My Nominee?

As a Subscriber you may change your Nominee to any other person regardless of age or whether they are related to you. This can be done at any time during the deposit period or the EFA payment period. The application date of the original plan applies in consideration of the permitted maximum contribution period and expiry date of the plan.

A Nominee change could result in RESP contribution amounts to exceed the maximums of $42,000 lifetime permitted for a Nominee who is not a sibling of the original Nominee. Generally, a sibling of a Nominee can receive RESP funds without tax consequences even if contribution maximums are exceeded.

Government grants have rules that affect whether certain grants are transferable to another Nominee or if they must be paid back to the government in cases of Nominee change (See "government grants").

14. What are the Qualifications for receiving EFA Payments?

A Nominee becomes a Qualified Student eligible for EFA payments when they meet the government guidelines. Generally, when a person nominated under an RESP is in attendance and registered as a post– secondary student for full or part-time studies they are eligible for EFA.

EFA consists of income, government grants and any enhancements allocated to the RESP. Qualified Students must register for courses that have minimum requirements of 10 hours per week for 3 weeks to be eligible for a payment of up to $5,000 EFA and thereafter 13 weeks continuing attendance for further withdrawals.

Post- secondary education taken outside of Canada by Canadian resident students have requirements of a minimum of 13 weeks of studies to qualify for EFA.

15. How are EFA funds paid to the Qualified Student ?

Timely notification by the Foundation is sent to Subscribers and Nominees outlining EFA payment procedures and requirements.

After the information regarding proof of registration for eligible studies is received by the Foundation a statement showing available EFA funding is forwarded to the Subscriber and Nominee. This shows the amount of EFA funds and the net capital Deposits available for education funding in their personal account.

EFA is taxable income of the Nominee and must be reported as such. Most students earn little or no income and are usually eligible for tax exemptions and pay little or no tax.

Requests for EFA can be made on an individual basis at anytime throughout the course of study. The Foundation does not impose qualifications for payment of EFA to a Qualified Student other than government requirements.

Net capital Deposits are non-taxable property of the Subscriber which can be withdrawn without affecting government grants once EFA eligibility is proven and continues to be verified.

A Subscriber can gift their Deposits to a Nominee for education purposes or continue to maintain their Deposits in their plan for tax sheltered growth.

16. What if My Nominated Student is Not Pursuing Post-Secondary Education?

The expiry of an RESP is 25 years from the year of enrollment and within this time the following options are available to you:

i) Change of Nominee to a sibling of the original Nominee for EFA payments.
ii) Change of Nominee to any person including a Subscriber for EFA payments.
iii) Accumulated Income Payments (AIP) - All income earned is available as AIP to a Subscriber if their Nominee is not eligible for EFA as :
   (a) Rollover to Subscriber's RRSP (and/or spousal)
   (b) Income subject to taxation

Receiving AIP requires that a Nominee has attained 21 years old and that the RESP has been in existence for 9 full years from application.

17. What is the Tax Status of My Global Educational Trust Plan RESP?

Subject to the Subscriber providing requirements for registration, the Foundation applies to Canada Revenue Agency for the Agreement to be registered. A Registered Education Savings Plan has advantages of tax sheltered growth on Deposits and Grants while in the Plan.

Contributions are not tax deductible.

Income and Grants used for education purposes by a student are a Nominee's income in the year received.

Distribution of AIP to Subscribers is included as income and subject to taxation in the year received unless an offsetting rollover to an RRSP (or spousal) is used.

Over contributions to an RESP will be subject to tax at the rate of 1% per month to the Subscriber on the amount in excess of permitted contribution maximums. A Nominee change may result in over contributions.

18. What if My Employer Sponsors the Global Educational Trust Plan RESP at my place of Business?

The Global RESP is available through a Sponsored Group basis. Employers, Organizations and Associations may sponsor the GETP on a Sponsored Group basis.

An employer may add contributions on an employee's behalf and this becomes taxable income of the employee. Generally, the same GETP conditions apply except for the fee structure (see Global Educational Trust Plan Sponsored Group Programs).

A Subscriber leaving a Sponsored Group Program may continue the GETP individually.

19. Can I Insure my GETP ?

Yes a Subscriber or Joint Subscribers can insure their plan through a Group policy offered by ACE INA. The policy offered at the time of enrollment application or subsequently to Subscribers covers the payment of remaining Deposits in the event of death or disability. The premium is 4.5% of Deposits being made to a plan and covers a Subscriber or Joint Subscribers. The premium is not included as a plan contribution for purposes of RESP contribution limits and is not eligible for CESG. Premiums are not refundable upon plan termination.

20. Are There Any Considerations or Risks?

Early termination of a Subscriber's GETP will result in loss since early Deposits are used to pay Enrollment Fees and are not refundable upon termination.

Failure to provide a Nominee's SIN will cause the ESP to remain unregistered with consequences of taxation on income earned on Deposits to the Subscriber. Unregistered ESPs do not have advantages of tax deferral and do not benefit from Grant allocations.

An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. After a Plan has been terminated the Foundation will permit the continuation of a Subscriber's Plan under the original terms and conditions of registration when the Nominee's SIN is provided. (see pg. 13 "Registration for the Plan")

The payment of an amount equal to the Enrollment Fee made to a Qualified Student with EFA Payments will be based upon completion of all scheduled Deposits. There will be no eligibility for Enrollment Fee where scheduled Deposits are not completed.

A Nominee is required to become a Qualified Student and continue being a Qualified Student in order to be eligible for EFA.

AIPs are taxable income of the Subscriber.

Past performance of investments is not necessarily indicative of future performance. The amount of income earned will vary from year to year subject to market conditions.

Risks associated with investments in Variable Rate Securities and debt securities issued by Public Corporations are contained on page 21 of this prospectus in "Investment Considerations and Risk Factors".

DEFINITIONS OF TERMS IN THIS PROSPECTUS

"**Accumulated Income Payment (AIP)**" means payments paid to a Subscriber that are not a return of Deposits or EFA Payments.

"**Administration Fee**" means a monthly fee equal to 1% annually, less Investment Counsel Fee and Trustee Fees, deducted from income of the Trust on a monthly basis paid to the Foundation.

"**Advance Deposit**" means a deposit made by a Subscriber for the Global Educational Trust Plan which is placed in the Advanced Deposit Account under the following circumstances; i)When a Subscriber makes contributions to an ESP that is pending registration, ii) When a Subscriber makes contributions that exceed the CRA annual and/or lifetime RESP contribution limits, iii) When a Subscriber directs contributions to be held in the Advance Deposit Account and released as Deposits to the Trust at prescribed intervals.

"**Advance Deposit Account**" means an account established to hold contributions outside of an RESP and does not receive grants or tax benefits.

"**Agreement**" means the educational financial assistance agreement entered into by and between the Subscriber and the Foundation pursuant to which the Subscriber subscribes for Units in the Plan.

"**Application**" means the application to enter into an Agreement.

"**CES ACT**" means the Canada Education Savings Act and the regulations thereto as amended from time to time.

"**Deposits**" means contributions made by a Subscriber to an Agreement for the purchase of Units of the Plan. For greater certainty, Deposits do not include Insurance Premiums or any Grants paid into the Plan by the Minister of Human Resources and Skills Development.

"**Deposit Account**" means the account maintained by the Foundation with Bank of Nova Scotia in which Deposits are placed pending investment in the Trust.

"**Deposit Method**" means the frequency at which Deposits can be made by a Subscriber over the Term of an Agreement and is limited to single, annual, semi-annual, quarterly or monthly Deposits.

"**Deposit Options**" means the options determined by the Foundation from time to time from which a Subscriber can select a Deposit Method based on the amount of required Deposits per Unit, the frequency at which Deposits are desired to be made and the desired term of the Agreement.

"**Depository Fee**" means the annual fee for the processing of Deposits and related administrative activities, which fee is paid by a Subscriber to the Foundation.

"**Distributor**" means Global Educational Marketing Corporation and/or any other dealer approved by the Foundation from time to time to offer Units in the Plan.

"**Early Withdrawal Fee**" means the fee incurred by Subscribers of the Sponsored Group Program for early withdrawal of Deposits and/or AIP.

"**Educational Financial Assistance**" **or** "**E.F.A.**" means an educational assistance payment (as defined by Section 146.1 of the Tax Act), payable to a Qualified Student and other amounts as determined by the Foundation.

"**Education Savings Plan**" **or** "**ESP**" means a plan for education savings that has not been registered under the Income Tax Act as an RESP.

"**Enhancement Fund**" means a fund established by the Foundation to enhance EFA payments. The Enhancement Fund includes income earnings in excess of the prescribed rate received by Matured Plans, and any monies contributed by the Foundation or the Distributor. An amount equal to the Enrollment Fees will be paid from the Enhancement Fund to Qualified Students where the completed scheduled Deposits have been made. Subject to an amount equal to the Enrollment Fee payments having been returned as part of E.F.A., any additional payments from the Enhancement Fund are at the discretion of the Foundation and are distributed to Qualified Students on an equitable basis with E.F.A. payments based upon units held. To date no discretionary payments have been made.

"**Enrollment Fee**" means the fee not exceeding $60.00 per Unit, which fee is paid by the Subscriber to the Distributor.

"**Foundation**" means the Global Educational Trust Foundation.

"**G.E.T.F. Committee**" means a committee of individuals appointed by the Foundation which sets the guidelines under which the Foundation administers the Plan.

"**Grants**" mean the Canada Education Savings Grant (CESG), Canada Learning Bond (CLB) as provided for in the CES Act and the Alberta Centennial Education Savings (ACES) grant as provided for by the Alberta Centennial Education Savings Plan and any other grant paid into a plan under the Canada Education Savings Act or under a program administered pursuant to an agreement entered into under Section 12 of the Act.

"**Income**" means all interest, income and other earnings of the Plan allocated to Units in the Plan under an Agreement.

"**Insurance Premiums**" means premiums for optional group insurance.

"**Management Fee**" means the fee incurred by Subscribers of the Sponsored Group Program that consists of $1.00 per month per Agreement plus 1.95% annualized and applied against the Subscriber(s)' Unit Value. The Management Fee includes the Administration, Trustee and Investment Counsel Fees.

"**Matured Plan**" means a plan where the Nominee has received their first EFA payment. A Matured Plan will earn a return of 80% of the monthly Bank of Canada bank rate. Assets readily available and sufficient to meet liquidity needs for Plans receiving EFA are invested in short term liquid investments and accordingly will earn a lower rate of return.

"**National Policy No. 15**" means the policy of the Canadian Securities Administrators relating to education savings plans, including the investment of the assets of such plans.

"**Nominee**" means the person of any age validly nominated under an Agreement by a Subscriber or any person substituted for that person.

"**Operating Account**" is an operating account owned and maintained by the Foundation into which the Administration Fee is paid out of the Trust in order to pay the costs of the Foundation in administering the Plan.

"**Plan**" means the Global Educational Trust Plan, a savings plan established for the purpose of funding Educational Financial Assistance for students enrolled in a Qualifying Educational Program as a full-time (or, in certain circumstances, part-time) student at a Recognized Institution.

"**Primary Caregiver**" means the primary caregiver of a Nominee. The Primary Caregiver may be a custodial parent, legal guardian, agency or institution. The Primary Caregiver usually receives the Canada Child Tax Benefit, which may also include the National Child Benefit supplement.

"**Public Corporation**" means a corporation whose securities are traded on a recognized stock exchange.

"**Public Primary Caregiver**" means a Public Primary Caregiver of a Nominee. Public Primary Caregiver receives a special allowance payable under the Children's Special Allowances Act.

"**Qualified Student**" means an individual enrolled in a Qualifying Educational Program at a Recognized Institution as a full-time student or as a part-time student as specified under Section 21(7.1) of the Consequential Amendments to the Income Tax Act.

"**Qualifying Educational Program**" means a "qualifying educational program" as that term is defined under the Tax Act for purposes of RESPs.

"**Recognized Institution**" means an institution anywhere in the world which qualifies as a "post-secondary educational institution" under the Tax Act and is acceptable to the Foundation.

"**RESP**" means a registered education savings plan as defined in the Tax Act.

"**RRSP**" means a registered retirement savings plan as defined in the Tax Act.

"**Special Service Fee**" means a fee of $10.00 payable by the Subscriber upon the happening of events detailed under the heading "Enrollment Fees and Other Deductions" page 12, and under the heading "Management Fees and Other Deductions" page 14.

"**Sponsored Group**" means the members of a definable group that has entered into an agreement with the Distributor and/or the Foundation for the purpose of providing units of the Global Educational Trust Plan.

"**Sponsored Group Program**" means the Global Educational Trust Plan as offered on a Sponsored Group Basis.

"**Spouse**" means an individual who is considered under the Tax Act to be a spouse or common-law partner.

"**Subscriber**" means the person(s) or Public Primary Caregiver whose signed Application to participate in the Plan is accepted by the Foundation, provided that where there are two individuals identified as the subscribers in the Application, such individuals must be spouses or common law partners as recognized for purposes of the Tax Act. Subscriber shall include any individual or Public Primary Caregiver who has acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber in settlement of rights arising out of, or on the breakdown of, their marriage, or common-law partnership, and any other person (including the estate of a Subscriber) or Public Primary Caregiver who, after the death of a Subscriber, makes Deposits to the Plan.

"**Subscriber's Unit Value**" means, at any time, the dollar value of the Subscriber's interest in the Plan under an Agreement which shall equal the sum of all Deposits, Grants, transfers and Income made or allocated to the Subscriber's account minus all withdrawals, transfers, payments and repayments of Deposits, Grants, transfers, Income, fees and expenses made from the Subscriber's account.

"**Tax Act**" means the Income Tax Act (Canada), as amended from time to time.

"**Term**" means the number of years selected by a Subscriber over which he or she has agreed to make Deposits, up to a maximum of 21 years.

"**Trust**" means the trust established in respect of the Plan pursuant to the Trust Indenture for the custody and investment of assets in the Plan.

"**Trust Indenture**" means the trust indenture entered into between the Trustee and the Foundation establishing the Trust in respect of the Plan.

"**Trustee**" means Bank of Nova Scotia Trust Company, or its successor, or such other person as is from time to time appointed by the Foundation, which is the trustee of the Trust and is responsible for custody of the assets of the Trust and, upon the direction of the Foundation, the investment thereof.

"**Units**" means units of the Plan or fractions thereof acquired by Subscribers under an Agreement.

"**Valuation Date**" means the 15th of each calendar month or if the 15th is not a business day, the next business day.

"**Variable Rate Securities**" means:

a) index-linked or other variable-rate debt securities issued or guaranteed by the federal or any provincial government; and
b) index-linked or other variable-rate GICs issued by a Canadian chartered bank or a provincially licensed trust company or other similar financial institution that is a member of the Canada Deposit Insurance Corporation or La Regie de la'assurance-depots du Quebec.

GLOBAL EDUCATIONAL TRUST FOUNDATION

Global Educational Trust Foundation (the "Foundation") is a non-profit corporation without share capital incorporated under the laws of Canada on November 25, 1996. The primary objective of the Foundation is to provide Educational Financial Assistance to students enrolled at post-secondary educational institutions by sponsoring the Plan. As sponsor and administrator of the Plan, the Foundation is considered to be the Plan's promoter. The Foundation does not carry on any business for the purpose of making a profit.

The Foundation has contracted the Global Educational Marketing Corporation (GEMC), a for profit enterprise, for distribution and administrative services for the Plan.

The principal office of the Foundation is 800 Arrow Road, Suite 1100, Toronto, Ontario, Canada, M9M 2Z8, telephone: (416) 741-7377, facsimile: (416) 741-8987, E-mail: clientservices@globalresp.com

Global Educational Trust Plan (the "Plan") is a savings plan established to assist with the costs of the post-secondary education of designated students. Custody of the assets of the Plan are held by the Trustee pursuant to the Trust Indenture. See pg. 20 "Deposits and the Trust" for more details on the Trust Indenture. The securities offered by this Prospectus are units or fractions ("Units") of the Plan obtained by persons "Subscribers") who enter into educational financial assistance agreements ("Agreements") with the Foundation. The terms and conditions of a Subscriber's participation in the Plan are set out in the Agreement. The principal features of the Agreement and of the Plan are set out below.

Enrollment in the Plan

A person or two persons acting jointly or a Public Primary Caregiver, and provided that persons are spouses or common law partners of each other (as defined by the Tax Act), becomes a Subscriber by entering into an Agreement in which the Subscriber agrees to make Deposits on behalf of a nominated person ("Nominee") to the Foundation. The Foundation forwards the Deposits to an account (the "Deposit Account") with the Bank of Nova Scotia, 119 Queen Street, 6th Floor, Ottawa, Ontario. Deposits may be a one time deposit or a series of deposits in accordance with the Deposit Options available. A Subscriber may choose to make Deposits as a single payment or annually, semi-annually, quarterly or monthly ("Deposit Method") over any term of years to a maximum of 21 years (the "Term"). A Subscriber may make Deposits (which do not include fees) of up to $4,000 per year and total Deposits of up to $42,000 per Nominee. See pg. 22 "Tax Status". The minimum initial subscription is one Unit. Fractional Units may be obtained. Subject to certain limits and conditions, Deposits will result in the payment of Grants.

A Subscriber may change the Deposit Method and Term at any time by providing written notice to the Foundation, subject to the payment of applicable fees. See pg. 12 "Enrollment Fees and Other Deductions". The Sponsored Group Program has conditions for the Deposit Method and minimum purchase of Units.

Change of Nominee

A person other than the original Nominee may be nominated in place of the original Nominee at any time up to the end of the 25th year following enrollment in the Plan. A Subscriber may also nominate himself or herself as the Nominee.

Under the Tax Act, the date of application for the original student remains as the date of application for the purposes of calculating the maximum time period for contributions, being the end of the 21st year and for eligibility for payouts, being the end of the 25th year, following the year in which the Agreement was entered into. The Tax Act generally allows the replacement of a Nominee by another individual without penalty tax implications in respect of excess contributions, provided both the Nominee and the replacement Nominee are under age 21 and are related to the original Subscriber by blood or adoption or the replacement Nominee is under age 21 and is the brother or sister of the Nominee. Where the replacement Nominee does not satisfy these conditions penalty taxes may result in certain circumstances. A Nominee change may result in Grants repayments in accordance with government grant program rules (see Government Grants page 17).

Purchase of Units

Deposits are made by a Subscriber to the Plan by payment to the Foundation which places the Deposits into the Deposit Account. On each Valuation Date, Deposits are remitted by the Foundation to Bank of Nova Scotia Trust Company (the "Trustee") for investment in the Trust. The assets of the Trust are invested as directed by Scotia Cassels Investment Counsel Limited, the Investment Counsel of the Plan, in accordance with investment policies established by the Foundation. All investments shall be qualified investments for RESPs under the Tax Act. See pg. 21 "Investment Counsel" and "Investment Policies" pg. 12.

A Subscriber's Deposits purchase Units of the Plan. A Unit is $504 composed of the Enrollment Fee not exceeding $60 per unit which is deducted from early Deposits until the Enrollment Fee is 100% completed. The balance of Deposits are credited to a Subscribers account. The amount of each Deposit depends on the Deposit Method and Term chosen by a Subscriber. The longer the Term over which Deposits are made the lower the amount of each Deposit. A Subscriber may change the Deposit Method and/or Term upon written notice to the Foundation, subject to applicable fee. Other fees are deducted from Deposits and Income as applicable .See pg. 12 "Enrollment Fees and Other Deductions".

The number of Units subscribed for by a Subscriber and the Term invested will affect the amount of the entitlement of the Nominee for Educational Financial Assistance. The more Units subscribed, the larger the Deposits upon which to earn Income.

A Subscriber may withdraw his or her Deposits (but not applicable fees) at any time before the end of the 25th year of enrollment in the Plan. A withdrawal of Deposits prior to the Nominee's EFA qualification is subject to a $10 special service fee. Withdrawal of Deposits by the Subscriber prior to the Nominee's qualification for EFA will result in the repayment of Grants. See pg. 17 "Government Grants".

Interest, income and other earnings with respect to Deposits are calculated on each Valuation Date and credited to Subscribers' Units in the Plan on a pro rata basis based on the amount of each Subscriber's Deposits to the Plan and the interest, income and other earnings with respect to Deposits allocated to the Subscriber's account to date minus any withdrawals, transfers or repayments of such Deposits or other amounts to date. Interest, and other earnings with respect to Grants are calculated on each Valuation Date and credited to the Subscriber's Units in the Plan on a pro rata basis based on the amount of Grants attributable to the Subscriber and the interest, income and other earnings with respect to Grants allocated to the Subscriber's account to date minus any withdrawals, transfers or repayments of such Grants or other amounts to date.

Investment Policies

The Trust has adopted the standard investment restrictions and practices contained in National Policy No. 15, a policy of the Canadian Securities Administrators relating to education savings plans, which investment restrictions and practices are deemed to be incorporated by reference into this prospectus. A copy of the standard investment restrictions and practices will be provided by or on behalf of the Plan to any person requesting a copy thereof.

As a matter of policy adopted by the Trust, which may be changed with the approval of the Ontario Securities Commission and the receipt of any other necessary regulatory approvals, monies held by the Trust may be invested in:

(i) Government of Canada treasury bills;

(ii) bonds, debentures and short-term notes issued or guaranteed by federal or provincial government;

(iii) mortgages and mortgage-backed securities where the mortgages are insured under the National Housing Act (Canada);

(iv) guaranteed investment certificates and other acknowledgements of indebtedness of federally or provincially licensed trust, loan or insurance companies or of Canadian chartered banks;

(v) debt securities issued by Public Corporations with an "approved credit rating" as defined in Part 1.1 of National Instrument 81-102. Such investments are subject to the following conditions:
- investments will be limited to a maximum amount equal to 20% of the aggregate amount of Income (interest income and other earnings of the Trust); and
- investments in any particular corporate issuer will be limited to a maximum amount equal to 10% of the aggregate amount of Income,

(vi) Variable Rate Securities with an "approved credit rating" as defined in Part 1.1 of National Instrument 81-102. Such investments will be limited to a maximum of:
- 20% of the Subscriber's Deposits; and
- with respect to Variable Rate Securities issued by a Canadian chartered bank or a provincially licensed trust company or other similar financial institution that is a member of the Canada Deposit Insurance Corporation or La Regie de la'assurance-depots du Quebec, 10% of the Subscriber's Deposits.

All investments shall be qualified investments for RESPs under the Tax Act. At the discretion of the Investment Counsel the investment portfolio may contain investments issued by affiliates of GEMC which meet the investment criteria.

The Foundation has retained Scotia Cassels Investment Counsel Limited as Investment Counsel of the Plan to be responsible for making investments on behalf of the Trust subject to the policies and parameters established from time to time by the Foundation and the Canadian Securities Administrators. See pg. 21 "Investment Counsel".

Enrollment Fees and Other Deductions:

Fees	Paid to	Paid by	Amount
Enrollment Fees	Distributor	Subscriber	Not exceeding $60 per Unit (100% of each contribution is applied to the Enrollment Fee until it is paid in full)
Depository Fee per year (per Agreement)	Foundation (paid by it to the Distributor)	Subscriber	Single Deposit - $2.00 per year Annual Deposits - $4.00 per year Semi-annual Deposits - $6.00 per year Quarterly Deposits - $8.00 per year Monthly Deposits -$10.00 per year
Administration Fee	Foundation (paid by it to the Distributor)	Trust From Income	Administration, Investment Counsel & Trustee Fees deducted monthly Equal to 1% of annual Plan Assets
Investment Counsel Fee	Investment Counsel	Trust From Income	
Trustees Fees	Trustee	Trust From Income	
Special Service Fees	Distributor	Subscriber	$10.00 per item See "Enrollment Fees and Other Deductions"
Optional Insurance Fees	Insurance Carrier (80%) Foundation (20%)	Subscriber	4.5% of Deposits

The Enrollment Fee, Depository Fee, Administration Fee and the Special Service Fee may be amended in the future by the Foundation upon the provision of notice of such amendments in fees to the Subscribers. The Investment Counsel Fee for the Trust is based on 0.175% on the first $20 million, 0.150% on the next $30 million, 0.125% on the next $50 million and 0.100% on the balance of assets under administration. The Trustees Fees are based on 0.080% on the first $20 million, 0.040% on the next $30 million, 0.020% on the next $50 million and 0.015% on remaining assets under administration. The Administration Fee is the balance remaining from the 1% after the Investment Counsel Fee and the Trustees Fees are deducted. GST will be added to the fees described above where applicable. Any investment counsel fees will be paid by the Trust. The Global Educational Trust Foundation pays enrollment, special service, administrative and depository fees and 20% of insurance premiums collected to Global Educational Marketing Corporation for assisting with the administration costs associated with the Plan. .

For fees relating to the "Sponsored Group Program" see pg. 14 under heading "Management Fees and Other Deductions".

Marital Breakdown

Where an individual has acquired the Subscriber's rights under the Agreement pursuant to a decree, order or judgement of a competent tribunal or under a written agreement, relating to a division of property between the individual and the Subscriber in settlement of rights arising out of, or on the breakdown of, their marriage, or common-law partnership, the Subscriber shall provide to the Foundation a copy of such order, judgement or agreement and pay the applicable fees.

Registration for the Plan

The Foundation will apply to CRA to register your Plan on your behalf. The Plan is an Education Savings Plan and not an RESP until the applicable conditions under the Tax Act are met. Effective January 1, 2004, amendments to the Tax Act regarding RESPs require that a social insurance number be provided on behalf of a nominated child and a Nominee must be a Canadian Resident as a condition for registration as an RESP.

An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. After a Plan has been terminated by reason of no Nominee SIN, the Foundation will permit the continuation of a Subscriber's Plan under the original terms and conditions subject to CRA rules relating to contribution limits and HRSDC rules for Grant allocations. A Nominee's social insurance number must be provided in order for continuation of the Plan.

As a result of this legislation, the Foundation has adopted the following measures to continue service to Subscribers:

a) All contributions received on or after January 1, 2004 that do not have a Nominee's social insurance number provided to the Foundation are placed in the Advance Deposit account pending fulfillment of requirements. Contributions (including new application contributions) taken on or after January 1, 2004 are treated as "representational plan" contributions that do not have the tax benefits described in this prospectus and do not qualify for Grants payments. Any income earned on contributions is taxable in the hands of the contributor.

b) Amendments to section 146.1(2) of the Tax Act, effective January 1, 2004, require that a Social Insurance Number (SIN) be provided for a Nominee before contributions can be made to an RESP on behalf of the Nominee. These amendments also require that the Nominee be a Canadian Resident at the time of the contribution. The exceptions to SIN and Nominee requirements apply only in the instance of a transfer of property from an existing RESP, where the individual is the Nominee immediately before the transfer. If the Plan was entered into prior to 1999 the Plan rules were different and there is no SIN requirement but the Canadian Residency contribution rule applies. Pre-1999 Plans allow for contributions to be made without a SIN to the Plans but these contributions will be ineligible for the Grants.

The terms and conditions of the Agreement are in effect for all contributions made in accordance with the enrollment application form provided by the Foundation through the Distributor except that tax deferral and eligibility for Grants are not available until registration as an RESP is obtained in accordance with the Tax Act.

Advance Deposits

The Foundation has made arrangements with Bank of Nova Scotia whereby Subscribers may make an advance deposit into a trust account of not less than one deposit required under the terms of the Plan. The funds so deposited will be invested in accordance with the investment policies approved for the Plan. Income will be credited to the individual's account on a monthly basis and principal and interest in such account will remain the property of the Subscriber. All Income generated in the account will be taxable income of the Subscriber in a manner similar to Income on any bank account and tax receipts for such income will be issued.

The purpose of such account is to facilitate the setting aside by a Subscriber of all or part of the required Deposits for the Plan. The Subscriber will therefore authorize the Foundation to draw funds from the account in order to make Deposits under the Subscriber's Agreement as they become due.

Advance deposits will additionally facilitate the holding of deposits for Education Savings Plans (ESP) that require Nominee social insurance numbers for purposes of becoming registered as an RESP. Amendments to the Tax Act will not permit contributions to be made on behalf of a nominated child for whom a social insurance number has not been provided. A contribution made for a nominated child having no social insurance number provided to the Foundation by January 1, 2004 will be placed in an Advance Deposit account that will function as a "representational plan" until RESP registration requirements under the Tax Act are fulfilled (see pg. 13 "Registration for the Plan"). An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. When the Plan is registered funds will be transferred at the earliest opportunity from the ESP to the RESP, respecting the annual and life-time contribution limits placed on the RESP.

Transfer from another RESP to the Plan

Subject to the Tax Act, any amount may be transferred to an Agreement from another RESP, and if the other RESP was entered into before the Agreement was entered into, the Agreement will be deemed to have been entered into on the day the other RESP was entered into. In certain circumstances, the transfer of an amount to the Agreement from another RESP may result in adverse income tax consequences. Under the Tax Act, no adverse income tax consequences result where there is a transfer between RESPs if a beneficiary under the transferee RESP was immediately before the transfer a beneficiary under the transferor RESP or if a beneficiary under the transferee RESP was under 21 years of age and a parent of the beneficiary was a parent of an individual who was, immediately before the transfer, a beneficiary under the transfer or RESP. Plan transfers may result in Grants repayment to the government.

Deposits may not be made to an Agreement after the 21st year following the year in which the Agreement was entered into. If an amount is transferred to an Agreement from another RESP that was entered into before the Agreement was entered into, no Deposits to the Agreement may be made after the 21st year following the year in which the other RESP was entered into.

Where an amount is transferred to an Agreement from another RESP, the amounts received from the transferor RESP shall be allocated as follows: contributions made to the transferor RESP and income earned thereon will be deemed to be Deposits to the Agreement and Income earned thereon respectively; Grants received by the transferor RESP and income earned thereon will be deemed to be Grants received under the Agreement and Income earned thereon respectively.

Global Educational Trust Plan Sponsored Group Programs

Within the Global Educational Trust Plan the "Sponsored Group Program" is offered to employees of companies and members of associations, unions and other organizations on a Sponsored Group basis. Units of the Global Educational Trust Plan sold under the Sponsored Group Program are subject to the same terms and conditions appearing elsewhere in this prospectus except for the fees and Matured Plan income allocations as described below.

Management Fees and Other Deductions

The Agreement authorizes the Foundation or the Trustee to charge the following amounts to a Subscriber :

(a) Processing Fee
The Processing Fee applicable to the Subscribers of the Sponsored Group Program consists of a one time fee of $25 per Agreement when the Agreement is first established. The fee will be collected from the first deposit by the Foundation and will be paid to the Distributor for the initial costs associated with the establishment of an Agreement. The federal government pays an additional $25 into an RESP which will receive the initial CLB deposit of $500. This $25 payment will offset the one time processing fee.

(b) Management Fee
The Management Fee applicable to the Subscribers of the Sponsored Group Program consists of $1 per month per Agreement plus 1.95% annualized and applied against the Subscriber's Unit Value collected monthly in arrears by the Trustee and paid to the Foundation. The Management Fee includes all Administration, Trustee, and Investment Counsel Fees. Enrollment Fees are not applicable to the Sponsored Group Program. The fees paid to the Foundation are less the Trustee and Investment Counsel fees. The Foundation pays the remaining fees to the Distributor for administration of the Plan and costs associated with the sales and marketing of the Plan.

(c) Special Service Fee
A Special Service Fee of $10 is applicable upon the happening of any of the following :
  (i) a deposit cheque is returned by the Subscriber's bank by reason of "non sufficient funds";
  (ii) an acquisition of the Subscriber's rights under the Agreement on marital breakdown as described in Marital Breakdown ;
  (iii) a Subscriber changes the Nominee (See pg. 11 "Change of Nominee");
  (iv) a Subscriber requests that a cheque previously delivered in respect of the Plan be replaced;
  (v) a Subscriber elects to change the Deposit Method and/or Term;
  (vi) a Subscriber ceases making Deposits before the Term of the Plan has expired;
  (vii) a Subscriber ceases making Deposits for a period of time during the Term of his or her Agreement;
  (viii) withdrawals have occurred more than once per year;
  (ix) EFA Payments where such requested payments have occurred more than once per year; and
  (x) a transfer to another RESP.

(d) Early Withdrawal Fee
Withdrawal of deposits and/or Accumulated Income Payments by a Subscriber, will incur an Early Withdrawal Fee applied against the Subscriber's Unit Value as per the Early Withdrawal Fee Schedule below. A withdrawal is exempt from the Early Withdrawal Fee when the withdrawal is used for education purposes by a nominee who is registered as a student and meets the government requirement for receiving EFA or if the plan is terminated within 60 days from the date of signing the Application to enter into an Agreement as outlined in this prospectus under pg. 15 "Termination by Subscriber Within 60 Days".

The Management Fee, Special Service Fees, and the Early Withdrawal Fee may be amended in the future by the Foundation, upon the provision of notice of such amendments in fees to the Subscribers. GST will be added to the fees described above where applicable.

Early Withdrawal Fee Schedule

Withdrawal Period	Amount
0 to 12 months from date of last deposit	5% of the Subscriber's Unit Value for the period, and
13 to 24 months from date of last deposit	4% of the Subscriber's Unit Value for the period, and
25 to 36 months from date of last deposit	3% of the Subscriber's Value for the period, and
37 to 48 months from date of last deposit	2% of the Subscriber's Value for the period, and
49 to 72 months from date of last deposit	1% of the Subscriber's Value for the period, and
73 months or more from date of last deposit	0%

Other Sponsored Group Program Provisions

If the Sponsor contributes to a Subscriber's Education Savings Plan, the portion contributed by the Sponsor is considered to be a taxable benefit to the Subscriber and must be reported as such, as prescribed in the Tax Act. If the Subscriber leaves the employment of the Sponsor, the Sponsor's contributions if any to the Plan will cease and all funds contributed on the Subscriber's behalf remain in and form part of the Subscriber's Education Savings Plan. The Foundation will recognize Deposits made through the Sponsor's payroll deduction as contributions to the Subscriber's Education Savings Plan.

If a Subscriber leaves the Sponsored Group their Plan may be continued. A Subscriber making Deposits through bank withdrawals will not be required to do anything other than notify the Foundation of their change in status. A Subscriber making Deposits through payroll deduction and having left their employer will be required to notify the Foundation of the change in status and make alternate payment arrangements, this may be subject to a Special Service Fee. The Subscriber may elect to continue making Deposits to their Plan in their entirety including the amount previously contributed by the Sponsor, if any. The Subscriber has no obligation under the terms and conditions of this Prospectus to make any additional Deposits to their Plan. In this case the terms and conditions contained in the Prospectus will apply to the Plan (see pg. 16 "Maintaining the Agreement") and the fees will be those contained under the heading pg. 14 "Management Fees and Other Deductions". On maintaining a Plan a Subscriber will continue to earn income. The Subscriber may also terminate his Plan, see heading pg. 15 "Termination and Default".

Each Subscriber's account accumulates income and is eligible for receiving Grants and eligible for gaining RESP status subject to the conditions established by government authorities and stated elsewhere in the prospectus and Educational Financial Assistance Agreement of the Global Educational Trust Plan.

At the time that Matured Plans of the Sponsored Group Program are receiving EFA payments the rate of return will continue to be the rate for all investments of the Trust and not be subject to indexing tied to the Bank of Canada rate. The Foundation may allocate Enhancement Funds as part of Sponsored Group Program EFA payments on a discretionary basis. To-date no discretionary payments have been made.

Fees charged under the Global Educational Trust Plan for a non-Sponsored Group Program are described in the prospectus under the heading pg. 12 " Enrollment Fees and Other Deductions."

TERMINATION AND DEFAULT

Termination by Subscriber Within 60 days

A Subscriber may terminate the Subscriber's Agreement at any time within 60 days from the date of signing the Application to enter into an Agreement by giving written notice to the Foundation, which must be received by the Foundation's head office within the 60 days. Upon such termination, all Deposits and fees paid to that date made by the Subscriber are returned to the Subscriber. Any Income earned on such Deposits and grants will not be returned to the Subscriber and will be remitted to the educational institution designated by the Subscriber (or in the absence of such a designation to the educational institution designated by the Foundation). Any Insurance Premiums paid will not be returned to the Subscriber. Any Grants will be required to be repaid.

Termination by Subscriber after 60 days

A Subscriber may terminate the Subscriber's Agreement at any time after the 60 day period referred to above and up to the date on which the Subscriber's Agreement is required to be terminated. Upon such termination, Deposits (but not applicable fees paid to the date of the termination) are returned to the Subscriber. See pg. 12 "Enrollment Fees and Other Deductions". In addition, a Subscriber, in certain limited circumstances, may also be entitled to receive the Income which has accumulated under his Agreement upon such termination. . A Subscriber may terminate their Plan when their Nominee is not eligible for E.F.A. and has reached age 21 and the Plan has been in existence for over nine (9) complete years in which circumstance the Subscriber is eligible to have Accumulated Income Payment (AIP). Where the Subscriber does not meet these circumstances, Income from Deposits and Grants which has accumulated under the Agreement will not be returned to the Subscriber and will be remitted to the educational institution designated by the Subscriber (or in the absence of such a designation to the educational institution designated by the Foundation). Any monies required to be returned on termination will be paid by the Foundation within 90 days of receiving notice of termination from the Subscriber. Any Insurance Premiums paid to the date of termination will not be returned to the Subscriber. Any Grants will be required to be repaid. A Subscriber can re-instate their Plan within three years after termination subject to government guidelines pertaining to RESPs involving limitations imposed on contributions and Grants

Default and Reinstatement Provisions

In the event that a Subscriber fails to make a Deposit in accordance with the Deposit Option selected by the Subscriber, the Foundation will provide notice to the Subscriber of such failure, normally within 30 days, at the address of the Subscriber on the records of the Foundation. The notice will stipulate the options available to the Subscriber which include terminating the Subscriber's Agreement (see pg. 15 "Termination by Subscriber after 60 days"), maintaining the Agreement (see pg. 15 "Maintaining the Agreement") or reinstating the Agreement as described below. Upon the failure of a Subscriber to make any election within the lesser of nine years of sending such notice to the Subscriber and the end of the 25th year following the year in which the Agreement was entered into, the Foundation will pay to the Subscriber out of the Plan the maximum amount permitted to be paid to the Subscriber under the Tax Act and will repay Grants and any remaining amount in the Plan relating to the Subscriber's Agreement shall be paid to the educational institution designated by the Subscriber (or in the absence of such a designation, to the educational institution designated by the Foundation).

Provided the Subscriber's Agreement has not been terminated, a Subscriber's Unit Value may be reinstated by a Subscriber at any time within three years after default or withdrawal of Deposits (but no later than 21 years after the Agreement was entered into) by the Subscriber paying:

(i) Deposits and fees which became due during the period when the Subscriber's Agreement was in default; and
(ii) Deposits, if any which were previously withdrawn by the Subscriber, or
(iii) Deposits and continuing the Plan after a non-payment period by fulfilling the scheduled amount of Deposit accumulation within the 21 year maximum contribution period or partially fulfilling the scheduled amount of accumulation.

(All Deposit Methods are subject to the annual contribution limit of $4,000 per Nominee and total contribution limit of $42,000 per Nominee).

MAINTAINING THE AGREEMENT

If a Subscriber is unable to reinstate the Subscriber's Unit Value and the Subscriber's Agreement has otherwise been maintained in good standing, the Subscriber may elect to maintain the Agreement. The Subscriber may then elect to not make additional Deposits or to change the timing or the amount of Deposits he or she makes, subject to the limitations of the Tax Act.

The Subscriber will continue to earn Income. The Plans continuation will not be affected by the withdrawal of any Deposits, net of fee(s). The withdrawal of Deposits will be subject to a special fee. All applicable fees must still be paid. See pg. 12 "Enrollment Fees and Other Deductions". A Nominee's eligibility to receive E.F.A.s will be maintained as well as other options and benefits under the Plan. The payment of an amount equal to the Enrollment Fee made to a Qualified Student with EFA Payments will be based upon completion of all scheduled Deposits.

ELIGIBILITY AND CALCULATION OF E.F.A.

Eligibility for E.F.A.s

A Nominee qualifies for E.F.A.s and becomes a Qualified Student if the Subscriber's Agreement is in good standing and the Nominee provides evidence to the Foundation that he or she is enrolled in a Qualifying Educational Program as a full-time or part-time student at a Recognized Institution. A Nominee may be of any age at the time of enrollment.

A Qualifying Educational Program is a post-secondary program of study that qualifies as a "qualifying educational program" as that term is defined under the Tax Act for purposes of RESPs, being a program of not less than three consecutive weeks (thirteen weeks outside Canada) requiring not less than ten hours per week on courses or work in the program. Enrollment in long distance education courses such as correspondence courses may qualify. As well, there is a limit of $5,000 (or a greater amount if approved by the Minister of Human Resources and Skills Development) on the amount of E.F.A.s which may be paid to a Nominee before the Nominee has completed 13 consecutive weeks in a Qualifying Educational Program at a Recognized Institution in the prior 12 months.

A Recognized Institution is an institution anywhere in the world that qualifies as a "post secondary educational institution" under the Tax Act and is acceptable to the Foundation. Generally, this includes:

- universities, colleges, community colleges, religious, technical, registered vocational and private post-secondary institutions, Colleges D'enseignement General et Processional ("CEGEP") and other post-secondary educational institutions in Canada and certain occupational training institutions in Canada;
- universities, colleges and other educational institutions outside Canada that provide courses at a post-secondary school level at which a Qualified Student was enrolled in a course of not less than thirteen consecutive weeks.

Calculation and Payment of Educational Financial Assistance

All Deposits are forwarded to the Trustee for investment in the Trust as of the next Valuation Date. Assets in the Trust are invested collectively and Income is credited to Subscribers at least monthly on a pro-rata basis. See pg. 11 "Purchase of Units". A Subscriber's Unit Value will be reduced as withdrawals are made from the Plan. Income may be withdrawn as Educational Financial Assistance or a Subscriber may be able to withdraw the Income in certain limited circumstances. A payment of an amount equal to the Enrollment Fee will be made from the Enhancement Fund as part of the EFA payments if all scheduled Deposits are completed. Any additional enhancement allocations paid by the Foundation as E.F.A. from the Enhancement Fund are at the discretion of the Foundation and distributed on an equitable basis based upon units held. To-date no discretionary payments have been made. Should there be an inability to fully fund the amount equal to the Enrollment Fee in full, an amount up to $60 per unit will be paid on an equitable per unit basis to Qualified Students as part of E.F.A..

E.F.A. to a Nominee is paid solely from Income earned under the applicable Agreement, Grants attributable to the Nominee and income earned thereon and any allocated enhancements. The Subscriber determines the timing and amount of any Educational Financial Assistance once eligibility has been proven and Educational Financial Assistance will be paid provided that eligibility continues to be proven. See pg. 16 "Eligibility for Educational Financial Assistance" and pg. 21 "Investment Considerations and Risk Factors".

Income earned with respect to a particular Subscriber's Agreement is calculated based on the Income earned by the Trust in each month which is allocated to a Subscriber's Units. See pg. 11 "Purchase of Units". A Subscriber may cause E.F.A. payments to be made to a Qualified Student who is the Nominee as frequently as desirable. A fee of $10 per withdrawal applies to all withdrawals in excess of one per annum.

The following chart shows historical EFA withdrawals:

Year	Agreements	CESG	CESG Income	Deposit Income	Enhancements*	Total EFA
2001	6	$2,192 (29%)	$169 (2%)	$2,013 (27%)	$3,118 (42%)	$7,492 (100%)
2002	70	$43,292 (42%)	$3,640 (4%)	$20,138 (20%)	$35,172 (34%)	$102,242 (100%)
2003	255	$148,857 (38%)	$17,642 (5%)	$100,054 (26%)	$122,015 (31%)	$388,568 (100%)
2004	420	$319,348 (38%)	$39,679 (5%)	$224,534 (27%)	$244,940 (30%)	$828,501 (100%)

**Enhancements have been paid as an amount equal to the Enrollment Fee payable to Qualified Students as based on the percentage of completion of Deposits. Enrollment fees were returned as a proportion of E.F.A. payments requested.*

GOVERNMENT GRANTS

Canada Education Savings Grant and Enhanced CESG

Since 1998 the Government has provided 20 percent CESG on the first $2,000 of annual contributions (up to and including the calendar year in which the beneficiary turns 17 years of age) made to an RESP, or on contributions up to $4,000 if there is unused grant room from prior years. There is a maximum annual CESG of $400 per beneficiary ($800 if there is unused grant room) and a lifetime limit of $7,200.

Every child resident in Canada began to accumulate grant room, being the difference between the eligible grant payable in a year and the actual grant received from 1998 or the year in which they were born (whichever came later) whether they had an RESP in place or not.

Restrictions upon the CESG

CES Grants are only available for contributions made to RESPs for Nominees up to and including the calendar year in which they attain age 17. RESP contributions in a year in respect of Nominees turning 16 or 17 in the year will be eligible for CESGs only where:

- A minimum of $2,000 of RESP contributions was made and not withdrawn, in respect of the Nominee before the year in which the Nominee attains 16 years of age; or
- A minimum of $100 in annual RESP contributions was made, and not withdrawn, in respect of the Nominee in any four years before the year in which the Nominee attains 16 years of age.

To be eligible for the CESG a Nominee must have a valid Social Insurance Number ("SIN") and be a Canadian resident, as defined in the Tax Act, both at the time contributions are made on their behalf, and at the time an EFA is being issued to them. The Subscriber must advise the Foundation of any change in Nominee's residency status following enrollment. Nominees will be required to provide a SIN at the time contributions are made on their behalf and when their CESG is paid.

Loss of CESG Contribution Room

With certain exceptions, the withdrawal after February 23, 1998 for non-educational purposes of contributions made before 1998 will result in the Nominee becoming an ineligible beneficiary. Specifically, contributions made to an RESP during the remainder of the year of the withdrawal, or in the following two years, in respect of such Nominee will not be eligible for the CESG. In addition, the Nominee will not earn new CESG contribution room for those two following years. These restrictions are subject to a number of exceptions, including a de minimis exception of $200 per year and an exception where the withdrawal is due to an eligible transfer to another RESP.

Enhanced Canada Education Savings Grant

The following are changes to the CESG matching rate for contributions made to RESP's by low and middle income families on or after January 1, 2005. Where a child who is under 18 years of age throughout a year is the beneficiary of an RESP, the first $500 contributed to the RESP in the year will attract:

- A 40 percent CESG matching rate, if the child's family has qualifying net income in respect of the year of $35,000 or less.
- A 30 percent CESG matching rate, if the child's family has qualifying net income in respect of the year of $70,000 or less.

All other contributions eligible for the CESG will continue to qualify for the 20 percent matching rate. The $35,000 and $70,000 threshold are in 2004 dollars and will be indexed to inflation for 2005 and for subsequent taxation years.

For purposes of determining the enhanced CESG matching rates for a calendar year, qualifying net income in respect of the year will generally be defined as the family net income used to determine eligibility for the Canada Child Tax Benefit with respect to the child in January of that calendar year. This will be family net income for the second preceding calendar year.

The maximum CESG lifetime limit for a child is $7,200.

As a result of enhanced CESG matching rates on the first $500 of RESP contributions in a year, qualifying subscribers contributing $4,000 in a year to catch up on unused CESG contribution room for the child of a low income family now receive CESG of up to $900 in a year – that is, 40 percent on the first $500 ($200) and 20 percent on the remaining $3,500 ($700)

Restrictions on Enhanced CESG

Parents, grandparents and other individuals may each establish RESPs for a child. Their contributions will generally attract the CESG, subject to the child's annual and lifetime CESG and RESP contribution limits. Their contributions may also be eligible for the enhanced CESG matching rates.

However, where the RESP subscriber is not the primary caregiver (or his or her spouse or common-law partner), consent of the primary caregiver will be required before the enhanced CESG rate will be paid on contributions made by such Subscribers. In all cases, the provisions which limits the enhanced CESG matching rate to the first $500 contributed each year will apply jointly to all RESPs of which the child is the nominee.

The enhanced matching rates will apply to maximum contributions of $500 for a child in any given year – that is, there is no carry-forward of unused access to the enhanced CESG.

Special rules will apply to withdrawals after March 22, 2004 for non-educational purposes of contributions which previously qualified for the CESG. Where such withdrawals occur, a 20 percent CESG matching rate will apply to all eligible contributions made to any RESP in respect of those nominees until the total level of contributions to RESPs for those nominees returns to the level previously attained. This measure is to prevent withdrawals of existing RESP contributions for re-contributing.

If a Subscriber withdraws CESG assisted contributions after March 22, 2004, the Nominee in the RESP at the time of the withdrawal will not be eligible to receive the additional CESG for the remainder of the year and the following 2 years.

CESG and Enhanced CESG Repayments

The trustee will be required to refund the CESG and Enhanced-CESG to the Federal Government when:

- Income is withdrawn for non-educational purposes; Deposits are withdrawn for non-educational purposes;
- A Subscriber's Agreement is terminated or the registration of the Agreement is revoked;

Enhanced CESG and CESG is required to be repaid when:

- The nominee is replaced , except where the new Nominee is less than 21 years old and either the new Nominee is a brother or sister of the former Nominee, or both Nominees are related to an original Subscriber by blood or adoption; or
- There is a transfer from the Subscriber's Agreement to another RESP, unless a Nominee under the transferee RESP was immediately before the transfer the Nominee under the Subscriber's Agreement or a Nominee under the transferee RESP is less than 21 years old and is a brother or sister of the Nominee under the Subscriber's Agreement (an eligible transfer).

The Nominee must refund CESG to the Federal Government when the total of all CESG payments from all RESPs exceeds $7,200.

Canada Learning Bond

Effective January 1,2004, a new Canada Learning Bond (CLB) was introduced to provide a source of education savings for children in low-income families.

Each child born on or after January 1, 2004 will be eligible for a CLB in each year that child's family is entitled to the National Child Benefit (NCB) supplement, up to and including the year in which the child turns 15 years of age.

- An initial CLB of $500 will be provided for the first year of entitlement for the NCB supplement which could be any year from the year of birth up to an including the year in which the child turns 15 years of age.
- Any subsequent CLB will be in the amount of $100, and will be provided in respect of a child for each year in which the family is entitled to the NCB supplement up to and including the year in which the child turns 15 years of age.

Maximum CLB payments per child total up to $2,000.

The NCB supplement is paid on a 12-month benefit year cycle beginning in July based on family net income for the preceding year.

Entitlement to the CLB will be determined at the time of the first monthly payment of the NCB supplement in a benefit year in respect of a child. Children for whom Children's Special Allowance is paid will also be eligible for the CLB.

The CLB will be administered by the Department of Human Resources and Skills Development (HRSD) HRSD will keep track of CLB entitlements as they accumulate and record payments made for each child. A CLB in respect of a child can be transferred to an RESP at the request of a primary caregiver at any time before the child reaches 18 years of age.

The CLB will not be taken into account in calculating annual and lifetime RESP or CESG contributions limits. No CESG will be paid on CLB amounts placed on an RESP.

Restrictions on CLB

Eligibility for the CLB is linked to entitlement for the NCB supplement, which is a component of the Canada Child Tax Benefit. It will be essential, therefore, that a family has made application for the Canada Child Tax Benefit in order for the child to be entitled to the CLB.

There will be only one CLB for a child in any particular benefit year. The CLB will be payable into an RESP of which the child is a Nominee. While any person can subscribe to an RESP for the benefit of a child, only the Primary Caregiver for the child will be allowed to authorize the transfer of the CLB into an RESP for the benefit of the child. For purposes of the CLB, the Primary Caregiver in a particular year will generally be the person receiving the NCB supplement which generated entitlement for the CLB.

No interest will be paid on CLB entitlements that have not been transferred to an RESP – once in the RESP, the deposits will grow in accordance with the plan. If a CLB in respect of a child has not been transferred to an RESP by the time the child reached 18 years of age, the child will have up to three years to open an RESP to hold the bond. In this case, the child will be both Subscriber and Nominee of the RESP. Once a child turns 21 years of age any CLB in respect of the child which has not been transferred to an RESP will be forfeited.

CLB Repayments

Conditions governing the use and repayment of the CLB will generally be the same as those applying to the CESG. However, CLB entitlements are allocated to a specific child and are not transferable to other Nominees.

The Alberta Centennial Education Savings (ACES) Plan

Effective January 1, 2005 Under the Alberta Centennial Education Savings Plan, the Alberta government will contribute $500 to the Registered Education Savings Plan (RESP) of every baby born to an Alberta resident in 2005 and beyond.

Subsequent grants of $100 will be available to children enrolled in school in Alberta at age 8, 11 and 14 beginning with children born in 2005 whose parents are residents of Alberta. A child will not have to receive previous grants in order to qualify for subsequent grants. The funds may be transferable to a sibling.

All children born in 2005 and beyond to Alberta residents, or born in 2005 and beyond and adopted by Alberta residents, are eligible for the grant.

Children born or adopted outside of Alberta, whose parent(s) or guardian(s) later become Alberta residents are eligible for the grant.

Before a subscriber can apply for the grant on behalf of a child, the parents or guardian must:

- Register the birth or adoption of their child
- Obtain a birth certificate; and
- Obtain a Social Insurance number for the child.

During the application process for the initial grants of $500, the RESP promoter must be provided with:

- The name, birth date and gender of child;
- The name and address of the child's parent or guardian;
- Evidence that the child is eligible
- Evidence that the parent or guardian is a resident of Alberta at time of application; and
- Any other information required by the Minister of Alberta Advanced Education.

In addition to the above requirements, the subsequent $100 grants require:

- Evidence that at least $100 has been deposited to a RESP on behalf of the child within one year of the particular application;
- Evidence that the beneficiary is an eligible student;

The government of Alberta and Canada are working together to administer the grant payments. Once the Federal Government receives notification that an individual has opened an RESP account and applied for the Alberta Centennial Education Savings Grant, the grant funds will be deposited into the RESP account.

Restrictions on ACES

The child will need to have a Registered Education Savings Plan (RESP) account, and have an application submitted on their behalf for the grant funds. Application must be received by the time the child turns 2 years old.

For the subsequent Alberta Centennial Education Savings Grants available to children at 8, 11 and 14 years of age, the application must be completed within 2 years of the applicable birthday.

The subsequent grants will require a minimum matching deposit to the RESP of $100.

If the beneficiary has not begun post-secondary studies within 26 years of the RESP being opened, the Alberta Centennial Education Savings Grant portion will be returned to the provincial government.

Withdrawing the Alberta Centennial Education Savings Grant

- The Alberta Centennial Education Savings Grant is paid out as part of Educational Financial Assistance (EFA) to the eligible Nominee named on the RESP or to a sibling of that beneficiary.
- EFA may only be paid to a Nominee who is enrolled in a qualifying educational program at a designated post-secondary institution. The Subscriber or the Nominee may request EFA.

- Should the grant not be withdrawn through EFA, the funds must be repaid to the Government of Alberta.

Educational Financial Assistance Payments

Educational Financial Assistance payments will be apportioned between the CLB, CESG, any provincial grants and the investment income earned in the RESP. Qualified Nominees are eligible to receive up to $10,000 of grants to an RESP made available from federal and provincial government sources.

General Outline Only

The information outlined in this Prospectus relating to the terms of the Grants is a general outline only. Additional restrictions as required by Canada Revenue Agency, the Department of Human Resources and Skills Development or the Foundation to administer the Grants program may apply.

DISABILITY OR DEATH PROTECTION OF SUBSCRIBER

Effect of Disability or Death of Subscriber

Where a Subscriber (or in the case of joint Subscribers, one Subscriber) dies prior to the completion of all Deposits, the Agreement may be completed by the surviving Subscriber or the Subscriber's heirs, executors, administrators, or other legal representatives. A Subscriber may purchase group life and disability insurance. See pg. 20 "Optional Insurance" below.

Optional Insurance

If you are a Subscriber to the Plan and eligible for coverage on the date of Application, you may elect to purchase optional group term insurance underwritten by ACE INA Insurance. ACE INA Insurance and its subsidiaries are major providers of Health Care Products and Services and are not in any way related to the Foundation or Distributor. The group term insurance provides, upon the death of the Subscriber (or either of joint Subscribers) prior to age 70, or upon the total and permanent disability (subject to a 12 month elimination period) of the Subscriber (or either of joint Subscribers) prior to age 65, for payment of the balance of unpaid Deposits, as they fall due in accordance with the Agreement of the Subscriber. The insurance coverage, if purchased, automatically terminates upon termination of an Agreement or once the Subscriber (or, in the case of joint Subscribers, one Subscriber) attains 70 years of age (age 65 for disability coverage). Any change of Nominee, to the frequency of Deposits or change in the term of the Agreement made by the insured must be approved by the G.E.T.F. Committee during the time that insurance proceeds are used to pay Deposits. Insurance Premiums are paid directly by the Subscriber to the Foundation outside of the Plan and do not constitute part of any Deposit made by the Subscriber.

To qualify for insurance coverage, the Subscriber (or, in the case of joint Subscribers, both Subscribers) must be under 65 years of age, be the parent, step-parent or legal guardian of the Nominee and not be suffering from any serious illness, injury or disease on the date the Agreement is accepted by the Foundation. Certain pre-existing medical conditions may not be covered.

The group life and disability insurance policy or successor policies issued by the insurance company (the "Insurer") selected by the Foundation is subject to the Insurer's terms, conditions and eligibility requirements in effect from time to time. A copy of the current master group insurance policy is available for review at the principal office of the Foundation. The terms of the master group policy are subject to change based on experiences of the Plan. A certificate of insurance will be provided to the Subscriber(s) when the Application is accepted. Premiums in effect at the time of application for such insurance (the "Insurance Premiums") are set out in the Deposit Schedule. The Foundation performs administrative services related to the group life insurance and receives 20% of the Insurance Premium collected from the Subscriber as an expense allowance for these particular services and the remainder of the Insurance Premium collected is paid to ACE INA Insurance.

DEATH OF NOMINEE

Nominee

In the event of the death of a Nominee while an Agreement is in effect, the Subscriber may elect either of the following:

1. subject to the Tax Act, to substitute the Nominee with any person under the original terms of the Agreement; or subject to G.E.T.F. Committee approval the return of contributions and termination of the agreement.
2. to receive the return of all Deposits, Income thereon and Income earned on Grants (but not applicable fees and Grants) in respect of the Agreement, subject to conditions established by the Tax Act and CES Act (see pg. 22 "Tax Status").

ADMINISTRATION OF THE PLAN

Deposits and the Trust

The Foundation forwards Deposits (which do not include the Enrollment Fee, Depository Fee and Special Service Fees) to the Deposit Account maintained at the Bank of Nova Scotia (Ottawa, Ontario). Deposits accrue Income. Assets in the Deposit Account are remitted to the Trustee for investment in the Trust. The Trustee is responsible for the custody and safekeeping of the assets of the Trust and, upon the direction of the Foundation or the Investment Counsel (see pg. 21 "Investment Counsel") appointed by the Foundation, the investment thereof through a variety of registered brokers and/or dealers.

The Foundation calculates the net value of the assets of the Trust on each Valuation Date. The assets of the Trust are held by Bank of Nova Scotia Trust Company at its principal office located at 1 Adelaide Street East, 4th Floor, Toronto, Ontario.

Under the Trust Indenture (the "Trust Indenture") between the Foundation and the Trustee, the Foundation is entitled to terminate the appointment of the Trustee on six months notice to the Trustee provided that the Foundation has first appointed a trust company licensed to carry on business in any province in Canada to be a successor to the Trustee. The Trustee may resign by giving six months' notice to the Foundation. The Foundation may resign as administrator of the Plan on six months' notice to the Trustee and Subscribers. The appointment of the Foundation as the administrator may be terminated by the Trustee at any time if the Foundation becomes bankrupt, enters into liquidation or has its assets seized by a governmental authority or becomes incapable of performing its responsibilities under the Trust Indenture. In these events, the Foundation is required to appoint a successor to the Trustee or Foundation, as applicable. If the Foundation fails to appoint such a successor, the Trust will be terminated. The Foundation may terminate the Trust on at least three months' notice to the Trustee and the Subscribers.

In the event of termination of the Trust, any assets held for the account of the Subscriber may, under the Subscriber's direction, be transferred to another RESP or be distributed by the Trustee as follows:

- (i) the Subscriber shall receive return of his Deposits (net of applicable fees) as requested in accordance with the terms of the Subscriber's Agreement;
- (ii) Income shall be held in trust to be paid in accordance with the terms of the Subscriber's Agreement, pertaining to EFA payments and accumulated income payments.
- (iii) CESG is refunded to the Federal Government to the extent required by the CES Act or by any government legislation that allocated Grants and as stated in the Agreement.
- (iv) the remaining assets shall be distributed to the educational institution designated by the Subscriber (or in the absence of a relevant designation, to the educational institution designated by the Trustee).

Global Educational Trust Foundation Committee

The Global Educational Trust Foundation Committee (the "G.E.T.F. Committee") is a committee of nine persons with a minimum of five persons not connected in any way with either the Foundation or the Distributor. The major functions of the G.E.T.F. Committee are to make decisions concerning qualifications of Nominees, to determine whether institutions qualify as Recognized Institutions and to decide other matters relating to the operation of the Plan.

Investment Counsel

The Foundation has retained Scotia Cassels Investment Counsel Limited as investment counsel for the Plan to invest the assets in the Trust in accordance with National Policy Statement 15 and as described under pg. 12 "Investment Policies". Any Investment Counsel fees will be paid from the Trust.

Legal Counsel

The law firm of Borden Ladner Gervais LLP represents the Foundation as its legal counsel.

Voting Where Proxies

As a Scholarship Plan, the Global Educational Trust Plan does not invest the funds deposited by unit holders of the plan in the common or preferred share equity of publicly traded reporting issuers. Nor has the Global Educational Trust Foundation provided any Portfolio Manager or Investment Counsel acting as an Adviser to the Plan with an investment Mandate that would allow for the Plan's portfolio of securities to hold common or preferred share equity of any publicly traded reporting issuers. As a result, the Plan does not foresee that a situation would arise where the Plan or any Portfolio Manager or Investment Counsel acting as an Adviser or as a Sub-Adviser to the Plan would have an opportunity to vote as a shareholder of a publicly held reporting issuer, or as the holder of a right to vote a proxy on behalf of the Plan.

The Plan has established Proxy Voting Guidelines, as it is required to do by Subsection 10.2(1) of National Instrument 81-106 Investment Fund Continuous Disclosure. The plan is required to establish policies and procedures that it will follow to determine whether, and how, to vote on any matter for which the investment fund receives, in its capacity as security-holder, proxy materials for a meeting of securityholders of an issuer. The Plan is also required by subsection 10.2(3) of National Instrument 81-106 to include a summary of the policies and procedures required by this section in its prospectus.

INVESTMENT CONSIDERATIONS AND RISK FACTORS

Amendments to the Tax Act, effective January 1, 2004 require that a Social Insurance Number (SIN) be provided for a Nominee before contributions can be made on his behalf. These amendments also require that the Nominee be a Canadian Resident at the time of the contribution as a condition for registration as an RESP (see pg. 13 Registration for the Plan). An ESP will be terminated where the Nominee's SIN has not been provided to the Foundation by December 31st of the second year following the year of enrollment. **After a Plan has been terminated the Foundation will permit the continuation of a Subscriber's Plan under the original terms and conditions of registration when the Nominee's SIN is provided. (see "Registration of the Plan")**

Early termination of a Plan will result in a return of Subscriber's Deposits, less fees. Grants which are returned to the government. Income from Deposits and Grants will be remitted to an educational institution.

An amount equal to the Enrollment Fee will be paid as part of EFA by the Foundation through the Enrichment Fund, to a Qualified Student where the scheduled Deposits have been completed. There is no eligibility for an amount equal to the Enrollment Fee paid where scheduled Deposits have not been completed. Should there be an inability to fully fund the amount equal to the Enrollment Fee in full, an amount up to $60 per unit will be paid on an equitable per unit basis to Qualified Students as part of E.F.A..

A Subscriber to the Plan may make additional Deposits of any amount (subject to the limitations set out in the Tax Act) into the Plan up to and including the 21st year following the year of enrollment in the Plan. As and when requested by a Subscriber, withdrawals of Income may be paid to a Nominee as E.F.A.s provided that he or she is a Qualified Student at the time of withdrawal. The amount of Income earned on an investment in Units may vary from year to year and past performance is not necessarily indicative of future performance. A Subscriber who is resident in Canada will be entitled to the return of the Income earned under an Agreement if each Nominee in respect of whom the Subscriber has made Deposits is at least 21 years of age and is not eligible to receive Educational Financial Assistance and more than nine years have passed since the year in which the Subscriber entered into the Plan. The Minister of National Revenue may waive these requirements where it is reasonable to expect that the Nominee will be prevented from enrolling in an eligible program of study by reason of a severe and prolonged mental impairment. If a Subscriber's Nominee has died, a Subscriber who is resident in Canada will be entitled to the return of the Income earned under his Agreement if either (i) more than nine years has passed since the year in which the Subscriber entered into the Plan, or (ii) the Subscriber's Nominee was related to him for the purposes of the Tax Act. Such distributions will be included in income and subject to income tax. An additional 20% tax will also apply in all provinces except Quebec where a 12% tax will apply. If a Subscriber is an original Subscriber and has sufficient contribution room in his RRSP, he may transfer up to $50,000 of Income to his RRSP and there will be an offsetting deduction against income. Also, the additional tax will not apply (see pg. 22 "Tax Status").

Investments in debt securities of Public Corporations are subject to greater risks than those associated with other securities in which the Foundation may invest. The primary risks are interest rate risk and credit risk. Interest rate risk refers to the inverse relationship between interest rate levels and the price of debt securities. In other words, when interest rates fall, the price of debt securities will rise. Conversely, when interest rates rise, the price of debt securities will fall. Credit risk refers to the chance that an issuer of debt securities may default on payment of interest and principal. To offset this risk, the Foundation will restrict its investments to debt securities of those Public Corporations with an "approved credit rating" as defined in National Instrument 81-102 of the Canadian Securities Administrators.

Subject to certain restrictions, the Foundation is permitted to invest in Variable Rate Securities. Unlike other investments made by the Foundation (other than corporate debt securities), the interest yield on Variable Rate Securities is not fully guaranteed. The amount of interest payable pursuant to Variable Rate Securities is not determinable prior to maturity, but rather will be based upon the performance of a stock exchange index or computed by reference to the performance of some other underlying portfolio of assets. The value of Variable Rate Securities, at any particular time, may fluctuate in accordance with changes in the value of the index or other portfolio on which the return of the securities is based. Investors in Variable Rate Securities may receive only the principal amount of such securities upon their maturity, without any yield or return thereon. There is no assurance with respect to any particular class of Variable Rate Securities that a secondary market through which the securities can be traded will develop or, if such market develops, that such market will be liquid.

TAX STATUS

The following is a brief summary of the principal federal Canadian income tax and goods and services tax ("GST") considerations for the Foundation, the Plan, Subscribers and Nominees. The following summary assumes registration of each Agreement as an education savings plan ("RESP") pursuant to section 146.1 of the Tax Act. The Foundation has had a specimen copy of the Agreement approved by Canada Revenue Agency so that the Agreements may be submitted to Canada Revenue Agency for registration. This summary is based on the current provisions of the Tax Act and the regulations thereunder. This summary is of a general nature and is not intended to be, and should not be construed as, legal or tax advice to any particular individual.

Tax Status of Foundation

Since the Foundation is a non-profit organization for the purposes of the Tax Act, and assuming it continues to maintain such status, generally no tax is payable under the Tax Act on the taxable income of the Foundation.

Tax Status of Plan

Since the Plan is an RESP, and assuming it continues to maintain such status, no tax is payable under Part I of the Tax Act on the taxable income of the Plan.

Tax Status of Subscriber and Nominee

Certain conditions of registration in accordance with the Tax Act must be met before contributions can be considered as a deposit for an RESP (see pg. 13 "Registration for the Plan"). No tax is payable by a Subscriber or a Nominee on Income earned under an Agreement for a taxation year throughout which the Subscriber's Agreement was registered as an RESP. Amounts paid as Deposits are not deductible by a Subscriber for income tax purposes, nor are such amounts included in income when they are returned to the Subscriber.

Educational Financial Assistance ("E.F.A.s") awarded to a Qualified Student who is a resident of Canada constitute income to such person for income tax purposes. Qualified Students who are non-residents of Canada may be subject to Canadian withholding tax on the E.F.A.s paid to them or in certain circumstances may be subject to income tax thereon in the same manner as a resident of Canada.

The Tax Act restricts total contributions to all RESP's by all persons to $42,000 per Nominee and annual contributions to all RESP's by all persons to $4,000 per Nominee. Excess contributions are subject to a 1% per month penalty tax. However, the Tax Act generally allows the replacement of a Nominee by another individual without penalty tax implications in respect of excess contributions, provided both the Nominee and the replacement Nominee are under age 21 and are related to the original Subscriber by blood or adoption or the replacement Nominee is under age 21 and is the brother or sister of the Nominee. No payments may be made into an RESP after the 21st year following the year in which the RESP is entered into.

All or part of the income earned under an Agreement may, subject to certain conditions, be distributed to the Subscriber provided he or she is resident in Canada or, where the Subscriber has died, to another person resident in Canada. Such a distribution may be made only where the Plan has been in existence for at least 10 years and each Nominee under the Plan in respect of whom a deposit has been made has attained age 21 and is not eligible to receive E.F.A.s. The Minister of National Revenue may waive these requirements where it is reasonable to expect that the Nominee will be prevented from enrolling in a Qualifying Educational Program at a Recognized Institution by reason of a severe and prolonged mental impairment. Such a distribution may also be made where the Nominee has died if either (i) more than nine years have passed since the year in which the Subscriber entered into the Plan, or (ii) the Subscriber's Nominee was related to him for the purposes of the Tax Act.

The Plan must be terminated by March of the year following the year in which the first such distribution is made. Any distribution of Accumulated Income Payment (AIP) to a Subscriber or another person constitutes income to the recipient for income tax purposes. An additional tax equal to 20% of the amount of AIP received will also apply in all provinces except Quebec where a 12% tax will apply. However, where the AIP is received by the original Subscriber (or, in certain circumstances, by the spouse or former spouse of the original Subscriber), up to $50,000 of AIP income received may be transferred to the recipient's RRSP (or to a spousal RRSP), to the extent of his or her unused contribution room. Where the AIP is transferred to an RRSP, there will be an offsetting deduction against income and the additional tax will not apply to the amount transferred.

Goods and Services Tax

GST will be added to fees, where applicable.

AMENDMENT OF E.F.A. AGREEMENT AND TRUST INDENTURE

Any amendments to the Agreement or the Trust Indenture require the approval of the Foundation and in the case of the Trust Indenture, the Trustee and 30 days' prior written notice to the Subscribers.

Notwithstanding the foregoing, the Foundation may without concurrence or prior notice to the Subscribers or the Nominee, make any amendment to the Agreement or the Trust Indenture which is:

(a) required to be made in order to comply with any applicable law or order or rule of any governmental or regulatory authority or to ensure the continued qualification of the Plan as an RESP under the Tax Act;
(b) necessary to rectify a clerical or typographical error; or
(c) necessary or desirable in the opinion of the Foundation, where such amendment does not adversely affect the rights of any Subscriber, Nominee or Qualified Student and does not have the effect of disqualifying the Plan as an RESP under the Tax Act.

STATEMENTS TO SUBSCRIBERS

Each Subscriber is provided with an annual statement showing the amount of Deposits and any Income earned thereon, the amount of CESGs and income earned thereon and CESG repayments as well as the annual rate of return earned by the Plan during the previous year. The Plan earned a 6.3% rate of return on the book value of Plan assets in 2003, 6.5% in 2002, 5.4% in 2001, 6.5% in 2000 and 5.5% in 1999. In 2004 the accounting procedure disclosing the rate of return credited to the Global Educational Trust Plan RESP accounts was changed to show a net amount of return after fees and a Subscribers account earned from 4.5% to 5% for 2004 depending on the composition of Grants and Deposits in the account.

In addition, the Subscriber is provided annually with the financial statements and an annual report pertaining to the Trust. A copy of the semi-annual financial statements and the statement of investment portfolio and the statement of portfolio transactions of the Plan is available upon request to Subscribers without charge.

PLAN OF DISTRIBUTION

Pursuant to the provisions of an agreement between the Foundation and Global Educational Marketing Corporation (the "Distributor") dated October 14, 1998, the Distributor has the non-exclusive right to offer Units in the Plan through Agreements. The Distributor is currently a scholarship plan dealer in all provinces of Canada. The Foundation will arrange for the continuous sale of Units in the Plan. Some officers and directors of the Foundation are also officers and directors of the Distributor – refer to pg. 24 "Directors and Officers of the Foundation" and to pg. 24 "Directors and Officers of the Distributor" for more details.

The Distributor, as remuneration for its services in distributing the Plan, is paid the Enrollment Fee or Management Fee, and, where applicable, the Early Withdrawal Fee and Special Service Fees. These fees are applied by the Distributor in part to reimburse its sales force. The Distributor's sales representatives, as part of the compensation received from the Distributor, can also earn awards based on the number of Units they have enrolled in the Plan. These awards include the payment of annual service fees. All representatives are eligible to receive these awards. In addition, the Distributor is reimbursed by the Foundation from the Depository Fees and the Operating Account for its expenses incurred in assisting the Foundation to administer the Plan. The Distributor received Enrollment Fees of $13,562,950 and Depository Fees of $354,648 in the year 2004.

DIRECTORS AND OFFICERS OF THE FOUNDATION

The following are the directors and officers of the Foundation, their positions held with the Foundation and their principal occupations for the last five years:

Name and Address	Position	Occupation
Sam Bouji, M.B.A., Toronto, Ontario	Director/Chief Executive Officer and President	Director/Chief Executive Officer and President of the Foundation
Frank Gataveckas Acton, Ontario	Director and Secretary	Director and Secretary of the Foundation
Peter Gaibisels, B.Sc., D.C., M.Sc. Toronto, Ontario	Director	Chiropractor
Margaret Singh Toronto, Ontario	Director	Manager, Administration and Registration
Cassian Rodrigues Mississauga, Ontario	Chief Financial Officer	Chief Financial Officer of the Foundation (Aug. 2005 to present); Controller for Global Financial Associates (Sept. 2003 to Aug. 2005); Regional Controller for Vector Intermediaries Inc. (July 1998 to Aug. 2003)

Directors and officers of the Foundation are volunteers and receive no remuneration for their services.

DIRECTORS AND OFFICERS OF THE DISTRIBUTOR

The following are the directors and officers of the Distributor, their positions held with the Distributor and their principal occupations for the last five years:

Name and Address	Position	Occupation
Sam Bouji, M.B.A.,	Director/Chief Executive Officer	Director/Chief Executive Toronto, Ontario and President Officer and President
Frank Gataveckas Acton, Ontario	Director and Secretary	Director and Secretary of the Foundation
Margaret Singh Toronto, Ontario	Director	Manager, Administration and Registration
Faye Slipp Mississauga, Ontario	Director	Director, Human Resources
Cassian Rodrigues Mississauga, Ontario	Chief Financial Officer	Chief Financial Officer of the Foundation (Aug. 2005 to present); Controller for Global Financial Associates (Sept. 2003 to Aug. 2005); Regional Controller for Vector Intermediaries Inc. (July 1998 to Aug. 2003)
Nicolas Zabaneh Don Mills, Ontario	Senior Vice President	Senior Vice President (May 2005 to present); Regional Agency Manager for Clarica Financial Services (Aug. 2001 to May 2005); Self Employed, Insurance & Financial Advisor (Dec. 2000 to Aug. 2001); Assistant Vice President for Canada Life (April 1994 to Dec. 2000.)

Sam Bouji owns all outstanding shares of the Distributor. Officers of the Distributor receive remuneration from the Distributor in the ordinary course in connection with the provision of services related to the distribution of Units of the Plans.

MATERIAL CONTRACTS

The following material contracts have been entered into:

1. An agreement dated as of May 17, 2004 between the Foundation and the Bank of Nova Scotia, providing for the opening and operation of an account into which Deposits are made.
2. A Trust Indenture dated as of October 14, 1998 between the Foundation and the Trustee referred to under pg. 20 "Administration of the Plan – Deposits and the Trust" has been assigned to the Bank of Nova Scotia Trust Company effective June 1, 2004.
3. An agreement dated as of May 26, 2004 between the Foundation and Scotia Cassels Investment Counsel Limited providing for investment management and trust services for funds in the Plan.
4. A Distribution Agreement dated as of October 14, 1998 between the Foundation and the Distributor, referred to under pg. 23 "Plan of Distribution".
5. Individual educational financial assistance agreements

between the Foundation and each particular Subscriber referred to under pg. 11 "Global Educational Trust Plan".

6. CESG Promoter Agreement between Minister of Human Resources and Skills Development and the Foundation dated June 28, 2005.
7. CESG Agency Agreement between the Trustee and the Foundation dated October 14, 1998 has been assigned to the Bank of Nova Scotia Trust Company effective June 1, 2004.

Copies of each of the foregoing contracts may be inspected at the registered office of the Foundation during ordinary business hours.

AUDITOR

The auditors of the Plan are PricewaterhouseCoopers, LLP Chartered Accountants, 77 King Street West, Royal Trust Tower, Toronto, Ontario.

SUBSCRIBER'S STATUTORY RIGHTS

Securities legislation in certain of the provinces provides purchasers with the right to withdraw from an agreement to purchase within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, damages where the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser but such remedies must be exercised by the purchaser within the time limit prescribed by the securities legislations or his/her province or territory. The purchaser should refer to any applicable provisions of the securities legislation or his/her province or territory for the particulars of these rights or consult with a legal adviser.

A Subscriber may terminate the Subscriber's Agreement at any time within 60 days from the date of signing the Application to enter into an Agreement by giving written notice to the Foundation, which must be received by the Foundation's head office within the 60 days. Upon such termination, all Deposits and fees (except insurance premiums if applicable) paid to that date made by the Subscriber are returned to the Subscriber.

AUDITORS' CONSENT

We have read the prospectus of the Global Educational Trust Plan (the Plan) dated September 23, 2005 relating to the issue and sale of units of the Plan. We have complied with Canadian generally accepted standards for an auditor's involvement with offering documents.

We consent to the use in the above-mentioned prospectus of our report to the Directors of the Global Educational Trust Foundation on the statements of net assets of the Plan as at December 31, 2004 and 2003, the statements of operations and changes in net assets for the years then ended, and the statement of educational financial assistance agreements as at December 31, 2004. Our report is dated February 25, 2005.

(Signed) "PricewaterhouseCoopers LLP"

Chartered Accountants
Toronto, Ontario
September 23, 2005

FINANCIAL STATEMENTS

February 25, 2005

Auditors' Report

To the Directors of Global Educational Trust Foundation

We have audited the statements of net assets of Global Educational Trust Plan as at December 31, 2004 and 2003, the statements of operations and changes in net assets for the years then ended and the statement of educational financial assistance agreements as at December 31, 2004. These financial statements are the responsibility of management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of Global Educational Trust Plan as at December 31, 2004 and 2003 and the results of its operations and changes in its net assets for the years then ended in accordance with Canadian generally accepted accounting principles.

(Signed) "PricewaterhouseCoopers LLP"
Chartered Accountants
Toronto, Ontario

Statements of Net Assets *As at December 31, 2004 and 2003*

	2004 $	2003 $
Assets		
Cash and short-term investments	5,487,282	3,283,988
Accounts receivable (note 5)	690,427	145,14
Investments - at market value		
(cost - $71,518,268; 2003 - $48,010,456)		
(notes 2 and 4)	73,036,642	48,588,942
Accrued interest	377,178	334,158
	79,591,529	52,352,233
Liabilities		
Accounts payable (note 5)	124,434	1,247,055
CESG payable	-	53,409
Subscribers' Savings Account (notes 2 and 6)	54,331,232	-
	54,455,666	1,300,464
Net Assets	25,135,863	51,051,769
Represented by		
Subscribers' Savings Account (notes 2 and 6)	-	34,661,913
Accumulated CESG deposits (note 7)	17,622,294	12,396,787
Accumulated and undistributed investment income	5,995,195	3,414,583
Unrealized appreciation of investments	1,518,374	578,486
	25,135,863	51,051,769

Approved by The Board of Directors

Sam Bouji, President and Chief Executive Officer

Donald Harrington CA, CMA , Chief Financial Officer

Statements of Operations *For the years ended December 31, 2004 and 2003*

	2004 $	2003 $
Investment income		
Interest	3,141,010	2,156,186
Expenses		
Administration fees and other charges (note 5)	664,815	411,572
Net investment income	2,476,195	1,744,614
Realized and unrealized gains on investments		
Realized gain on sale of investments	371,522	179,136
Change in unrealized appreciation of investments (note 2)	939,888	139,053
Net realized and unrealized gains on investments	1,311,410	318,189
Increase in net assets from operations for the year	3,787,605	2,062,803

Statements of Changes in Net Assets *For the years ended December 31, 2004 and 2003*

	2004 $	2003 $
Subscribers' Savings Account (notes 2 and 6)		
Subscribers' deposits	-	27,459,710
Enrolment fees (note 5)	-	(10,464,319)
Depository fees (note 5)	-	(280,826)
Insurance premiums (note 5)	-	(178,760)
Special services fees (note 5)	-	(62,763)
Principal withdrawals on terminations or return of deposits	-	(1,214,973)
Net increase in Subscribers' Savings Account	-	15,258,069
CESG deposits	5,572,265	4,489,430
Increase in net assets from operations for the year	3,787,605	2,062,803
Payments to nominees		
Education Assistance Payments	(224,310)	(99,880)
CESG	(346,758)	(159,055)
CESG income	(42,795)	(17,697)
Increase in net assets during the year	8,746,007	21,533,670
Net assets - Beginning of year, originally reported	50,473,283	29,078,666
Section 1100 adjustment (note 2)	(34,661,913)	-
AcG-18 adjustment (note 2)	578,486	439,433
Net assets - Beginning of year, restated	16,389,856	29,518,099
Net assets - End of year	25,135,863	51,051,769

Statements of Educational Financial Assistance Agreements *As at December 31, 2004*

Year of eligibility	Number of units outstanding	Principal plus interest $	CESG plus interest $
2000	76	36,995	8,572
2001	102	32,832	5,736
2002	476	83,799	14,453
2003	1,894	286,784	42,576
2004	5,127	1,182,404	197,835
2005	9,187	2,843,318	520,356
2006	15,140	4,197,922	855,170
2007	21,402	4,655,424	1,032,486
2008	25,886	4,573,765	1,103,444
2009	31,056	4,385,998	1,125,663
2010	39,000	4,616,157	1,268,562
2011	43,055	3,913,871	1,187,509
2012	53,079	4,270,789	1,341,821
2013	56,268	3,643,796	1,239,486
2014	60,429	3,469,700	1,260,752
2015	65,963	3,268,064	1,289,277
2016	67,465	3,042,671	1,268,142
2017	73,476	3,068,650	1,319,574
2018	79,821	2,557,649	1,248,831
2019	81,430	1,651,741	1,017,842
2020	89,075	1,401,425	965,765
2021	77,943	764,625	620,312
2022	62,237	357,858	305,593
2023	21,800	65,001	141,395
2024	28,507	44,495	113,444
2025	29,067	7,744	30,648
	1,038,961	58,423,477	19,525,244
December 31, 2003	847,266	37,089,306	13,383,977

The accompanying notes are an integral part of these financial statements

NOTES TO FINANCIAL STATEMENTS

1 Organization and general

The Global Educational Trust Plan (the Plan) was established on October 14, 1998. It is administered by the Global Educational Trust Foundation (the Foundation), a not-for-profit organization, incorporated without share capital, under the laws of Canada. The Plan provides post-secondary education financial assistance to nominees named in the Educational Financial Assistance Agreements (EFA Agreements). Global Educational Marketing Corporation (GEMC), a company incorporated under the Canada Business Corporations Act, is the registered distributor of the Plan.

The Foundation has had a specimen copy of the EFA Agreement approved by Canada Customs and Revenue Agency (CCRA) such that EFA Agreements may be submitted to CCRA for registration as Registered Education Savings Plans. The Plan is an education savings plan and not a Registered Education Savings Plan (RESP). An EFA Agreement is not an RESP until the applicable conditions of the Income Tax Act (Canada) are met.

Subscribers to the Plan enter into EFA Agreements with the Foundation. Under an EFA Agreement, the subscriber purchases units in the Plan. The subscriber authorizes the Foundation to deduct fees, as outlined in the prospectus, for the purpose of providing services to the Plan. At maturity, payments are made to the nominee through the conditions as set out in the EFA Agreements. Income paid to the subscribers is considered Assisted Income Payments (AIP) and is subject to income taxes.

2 Generally accepted accounting principles

On January 1, 2004, the Plan adopted the recommendations of The Canadian Institute of Chartered Accountants (CICA) Handbook Section 1100 (Section 1100), "Generally Accepted Accounting Principles" (GAAP). Section 1100 has established the relative hierarchy within Canadian GAAP and has eliminated common industry practice as a GAAP basis.

The following are the significant areas of impact to the financial statements as a result of adopting Section 1100:

a) The Subscribers' Savings Account, described further in note 3, meets the definition of a liability and has been recognized as such in the statements of net assets. Previously, the Subscribers' Savings Account was included as a component of net assets of the Plan. The change has been reflected as an adjustment in the statements of changes in net assets. Note 6 details the changes in the Subscribers' Savings Account balance for the year.

b) Statements of operations have been included in the financial statements. Previously, the components of net investment income and realized and unrealized gains were reported in the statements of changes in net assets.

Furthermore, in 2004, the Plan has adopted the recommendations contained within Accounting Guideline 18 (AcG-18) of the CICA, which requires that the Plan report its investments at fair values. Previously, the Plan reported its investments at cost with market values disclosed as supplemental information. The change in unrealized appreciation of investments is reported in the statements of operations. AcG-18 permits retroactive application of this change in accounting policy. Accordingly, investments reported as at December 31, 2003 have been restated to market value in the statements of net assets with the change in unrealized appreciation of investments for 2003 reflected in the statements of operations.

Certain other prior year figures have been reclassified to conform with the financial statement presentation adopted in the current year.

3 Summary of significant accounting policies

Basis of accounting

These financial statements, prepared by management in accordance with Canadian generally accepted accounting principles, include estimates and assumptions made by management that affect the reported amounts. Actual results could differ from these estimates and the differences could be significant. The following is a summary of significant accounting policies followed by the Plan.

Subscribers' Savings Account

The Subscribers' Savings Account balance reflects only amounts received from subscribers net of deductions and does not include amounts receivable on outstanding agreements.

Deductions from subscribers' deposits

The Foundation deducts from deposits made by subscribers the insurance premiums, special services fees, depository fees and the enrolment fees prior to depositing the balance of the deposits in the Subscribers' Savings Account.

Investments

Investments in bonds are stated at market values, determined using prices quoted by dealers active in trading such bonds. Realized and unrealized gains (losses) on investments are determined using the average cost method. Discounts on zero coupon bonds are amortized over the lives of such bonds on a straight-line basis.

Short-term investments

Short-term investments consist of investments in money market funds and Government of Canada treasury bills maturing within one year from the date of the statements of net assets. These are valued at amortized cost, which approximates market value.

4 Investments

	Par value $	Cost $	Market value $
Subscribers' contributions invested			
Bank of Montreal, 4.66%, due March 31, 2009	500,000	511,700	516,290
Business Development Bank of Canada, European Stock Index Linked note, Series 2, due December 31, 2008	1,000,000	1,000,000	823,100
Canada Housing Trust, 3.55%, due March 15, 2009	200,000	199,756	199,123
Canada Housing Trust, 3.70%, due September 15, 2008	1,150,000	1,146,550	1,156,478
Canadian Imperial Bank of Commerce, 4.95%, due September 2, 2010	500,000	508,750	519,720
Enbridge Inc., 5.621%, due January 4, 2007	125,000	130,900	130,511
George Weston Ltd., 5.25%, due October 24, 2006	245,000	254,603	253,720
Government of Canada, 3.25%, due December 1, 2006	5,445,000	5,476,744	5,471,408
Government of Canada, 5.00%, due June 1, 2014	7,030,000	7,236,488	7,409,971
Government of Canada, 8.00%, due June 1, 2023	4,030,000	5,556,796	5,645,178
Government of Canada, zero coupon, due December 1, 2008	9,100,000	7,664,651	7,913,624
Great West Lifeco Inc., callable, 6.14%, due March 21, 2018	500,000	530,800	542,615
Hydro Quebec, 10.00%, due September 26, 2011	833,000	1,093,876	1,111,879
Hydro Quebec, 10.25%, due July 16, 2012	238,000	363,688	378,108
Mutual Life Assurance Co., Series 2, 6.30%, due May 5, 2028	500,000	493,000	526,985
National Bank of Canada, 6.25%, due October 31, 2012	400,000	429,920	428,466
Ontario Hydro, zero coupon, due April 11, 2016	1,419,000	741,363	809,979
Ontario Hydro, zero coupon, due April 15, 2018	1,675,000	849,271	842,927
Ontario Hydro, zero coupon, due February 18, 2015	3,900,000	2,241,610	2,384,550
Province of British Columbia, 5.15%, due December 18, 2015	4,950,000	5,080,720	5,155,225
Province of British Columbia, zero coupon, due December 4, 2017	1,700,000	843,036	881,450
Province of British Columbia, zero coupon, due March 8, 2015	1,135,000	638,712	690,775
Province of New Brunswick, 9.25%, due January 18, 2013	448,000	580,518	593,929
Province of Ontario, 4.40%, due November 19, 2008	2,300,000	2,318,396	2,366,099
Province of Ontario, 5.00%, due March 8, 2014	175,000	180,863	180,806
Province of Ontario, 5.375%, due December 2, 2012	2,300,000	2,373,404	2,450,668
Province of Ontario, zero coupon, due June 2, 2010	1,350,000	1,029,392	1,078,618
Province of Quebec, 9.00%, due February 10, 2012	238,000	288,485	305,401
Province of Saskatchewan, 6.25%, due March 9, 2007	750,000	775,193	798,726
Royal Bank of Canada, 5.00%, due January 20, 2014	500,000	499,530	511,291
Toronto Dominion Bank, callable, variable rate, 5.69%, due June 3, 2018	500,000	520,750	532,574
TransCanada PipeLines Ltd., 6.15%, due October 1, 2007	125,000	133,213	133,451
TransCanada PipeLines Ltd., redeemable, 6.05%, due February 15, 2007	375,000	397,500	395,603
Wells Fargo Financial Corp., 6.05%, due August 27, 2012	500,000	538,950	547,732
		52,629,128	53,686,980

Canada Educations Savings Grants invested	Par value $	Cost $	Market value $
Business Development Bank of Canada, International Equity Index linked note, due April 21, 2008	51,500	499,550	460,407
Canada Housing Trust, Series 1, 5.527%, due June 5, 2006	398,000	419,253	412,934
Canada Mortgage & Housing Corp., 5.50%, due June 1, 2012	383,000	397,139	413,251
Government of Canada, 3.25%, due December 1, 2006	2,560,000	2,574,925	2,572,416
Government of Canada, 5.00%, due June 1, 2014	3,535,000	3,627,602	3,726,067
Government of Canada, 5.50%, due June 1, 2009	979,000	1,055,051	1,053,638
Government of Canada, 5.50%, due June 1, 2010	797,000	833,522	861,816
Government of Canada, 5.75%, due June 1, 2029	863,000	891,947	975,535
Government of Canada, 5.75%, due September 1, 2006	525,000	559,273	549,221
Government of Canada, 6.00%, due September 1, 2005	482,000	508,591	492,628
Government of Canada, 8.00%, due June 1, 2023	2,030,000	2,736,977	2,843,601
Province of British Columbia, 5.70%, due June 18, 2029	968,000	944,376	1,037,347
Province of British Columbia, debenture, 5.70%, due June 1, 2009	458,000	469,767	494,436
Province of Manitoba, 5.20%, due December 3, 2015	160,000	158,480	167,498
Province of New Brunswick, 6.00%, due December 27, 2017	350,000	372,372	389,720
Province of Ontario, 3.50%, due September 8, 2006	858,000	869,368	865,829
Province of Ontario, 5.65%, due June 2, 2039	159,000	163,788	169,688
Province of Ontario, 6.125%, due September 12, 2007	487,000	517,568	521,895
Province of Quebec, 6.00%, due October 1, 2012	640,000	668,826	704,928
Province of Saskatchewan, 5.50%, due June 2, 2008	598,000	620,765	636,807
		18,889,140	19,349,662
		71,518,268	73,036,642

5 Related party transactions

a) The Foundation is the sponsor and the administrator of the Plan. In consideration for administrative services provided, the Foundation is entitled to receive depository fees payable by subscribers, and up until August 22, 2004, administration fees of 1/20 of 1% of the assets of the Plan. Commencing August 23, 2004, the Foundation is entitled to receive administration fees of 1% per annum of the assets of the Plan. Included in this 1% administration fee are the trustee and investment counsel fees, which prior to August 23, 2004 were direct charges to the Plan. The administration and depository fees are remitted to GEMC on behalf of the Foundation.

b) GEMC receives enrolment fees from subscribers that are deducted from deposits made by subscribers. In addition, 20% of insurance premiums collected from subscribers are remitted by the Foundation to GEMC.

c) Special services fees principally relate to amounts charged to subscribers in respect of cheques returned and not honoured.

Accounts payable are due to the Foundation.

Accounts receivable include $231,382 (2003 - $145,145) due from GEMC and $459,045 (2003 - $nil) due from the Foundation.

6 Subscribers' Savings Account

The changes in the Subscribers' Savings Account for the year are as follows:

	2004 $	2003 $
Subscribers' Savings Account - Beginning of year	34,661,913	19,403,844
Subscribers' deposits	33,240,482	27,459,710
Enrolment fees (note 5)	(10,545,838)	(10,464,319)
Depository fees (note 5)	(354,628)	(280,826)
Insurance premiums (note 5)	(189,817)	(178,760)
Special services fees (note 5)	(53,335)	(62,763)
Principal withdrawals on terminations or return of deposits	(2,427,545)	(1,214,973)
Subscribers' Savings Account - End of year	54,331,232	34,661,913

7 Canada Education Savings Grants

The federal government encourages saving for post-secondary education by providing Canada Education Savings Grants (CESG) on RESP contributions made subsequent to 1997 for children under 18 years of age. The maximum CESG per child is 20% of RESP contributions of up to $2,000 made on behalf of each nominee in a year (i.e., maximum CESG of $400). The maximum lifetime CESG is $7,200. Upon maturity of an EFA Agreement and fulfillment of certain criteria established by the federal government, the CESG deposits and accumulated investment income thereon will be added to education assistance payments made to qualified students.

Additional federal and certain provincial government educational savings programs and initiatives were announced during the year, which increase subsidies available to qualifying families. These additional benefits are expected to come into effect in 2005.

8 Income taxes

The income on the Subscribers' Savings Account is currently exempt from income taxes under the Income Tax Act (Canada). Education assistance payments, comprising CESG and all accumulated investment income, made to qualified nominees will be included in their income for the purposes of the Income Tax Act (Canada).

The amounts deposited by subscribers are not deductible to the subscribers for income tax purposes and are not taxable when returned to subscribers or their designated nominees.

9 Financial instruments

The Plan's financial instruments, consisting of cash and short-term investments, accounts receivable, accrued interest and accounts payable are carried at cost which, unless otherwise noted, approximates fair value. Investments are carried at market values as described in note 3. It is management's opinion that the Plan is not exposed to significant credit or foreign exchange risks. Investments in fixed income securities, such as bonds and short-term investments, are inherently subject to risks from interest rate fluctuations.

INTERIM FINANCIAL STATEMENTS

Statements of Net Assets *As at June 30 and December 31, 2004*

	Unaudited As at June 30 2005 $	Audited As at December 31 2004 $
Assets		
Cash and Short Term Investments	7,813,047	5,487,282
Accounts receivable	1,397,577	690,427
Investments at Market value (cost $ 85,516,923; 2004-$ 71,518,268)	88,814,402	73,036,642
Accrued Interest	368,050	377,178
	98,393,076	79,591,529
Liabilities		
Accounts Payable	13,659	124,434
Subscriber's Saving Account (Note 2)	65,803,072	54,331,232
	65,816,731	54,455,666
Net Assets	**32,576,345**	**25,135,863**
Comprising		
Accumulated CESG deposits	20,804,792	17,622,294
Accumulated and undistributed investment income	8,474,075	5,995,195
Unrealized appreciation of investment	3,297,478	1,518,374
	32,576,345	25,135,863

Note 1: These unaudited interim financial statements have been prepared using the accounting policies and method of application as used in preparing the Plan's most recent audited financial statements for the year ended December 31, 2004. Accordingly, these interim financial statements should be read in conjunction with the audited financial statements for the year ended December 31, 2004

Note 2: Subscribers' Savings Account	**2005**
Subscribers' savings account- beginning of period	54,331,232
Subscriber Deposits	17,613,672
Enrolment Fee	(4,845,314)
Depository fee	(193,104)
Insurance premiums	(98,197)
Special services fees	(53,570)
Principal withdrawls on terminations or return of deposit	(951,647)
Subscribers' savings account-end of period	65,803,072

Approved by The Board of Directors

Sam Bouji, President and Chief Excecutive Officer

Cassian Rodrigues, Chief Financial Officer

Statements of Operations (unaudited) *For 6 months ended June 30, 2005 and 2004*

	2005 $	2004 $
Investment income		
Interest	2,023,302	1,572,273
Expenses		
Administration fees and other charges	459,236	316,935
Net investment income	1,564,066	1,255,338
Realized and unrealized gains on investments		
Realized gain on sale of investments	999,343	173,437
Change in unrealized appreciation of investments	1,779,105	(804,491)
Net realized and unrealized gains on investments	2,778,448	(631,054)
Increase in net assets from operations for the period	4,342,514	624,284

Statements of Changes in Net Assets (unaudited) *For 6 months ended June 30, 2005 and 2004*

	2005 $	2004 $
Subscribers' Savings Account		
Subscribers' deposits	-	17,609,354
Processing fees	-	(5,458,175)
Depository fees	-	(175,213)
Insurance premiums	-	(41,384)
Special service fees	-	(59,260)
Principal withdrawals on terminations or return of deposits	-	(1,160,791)
Net increase in Subscribers' Savings Account	-	10,714,531
CESG Deposits	3,257,709	976,307
Increase in net assets from operations for the period	4,342,514	624,284
Payment to nominees		
Education Assistance payments	(68,353)	(39,801)
CESG	(75,210)	(55,877)
CESG income	(16,177)	(6,337)
Increase in net assets during the period	7,440,483	12,213,107
Net assets - Beginning of period, orginally reported		50,473,283
Section 1100 adjustments	-	(34,661,913)
AcG-18 adjustments	-	578,486
Net assets - Beginning of period	25,135,863	16,389,856
Net assets - End of period	32,576,346	28,602,963

CERTIFICATE OF GLOBAL EDUCATION TRUST FOUNDATION

Dated: September 23, 2005

The foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part 9 of the Securities Act (British Columbia), by Part 8 of the Securities Act (Alberta), by Part XV of the Securities Act (Ontario), by Part XI of The Securities Act, 1988 (Saskatchewan), by Part VII of The Securities Act (Manitoba), by Section 13 of the Security Frauds Prevention Act (New Brunswick), by Part XIV of the Securities Act (Newfoundland), by Part II of the Securities Act (Prince Edward Island) and by the Securities Act (Nova Scotia) and the respective regulations thereunder. This prospectus does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed as required by the Securities Act (Québec) and the regulations thereunder.

On behalf of the Board of Directors

Signed "Sam Bouji" Sam Bouji Chief Executive Officer	Signed "Cassian Rodrigues" Cassian Rodrigues Chief Financial Officer
Signed "Frank Gataveckas" Frank Gataveckas Director	Signed "Peter Gaibisels" Peter Gaibisels Director

CERTIFICATE OF DISTRIBUTOR

Dated: September 23, 2005

To the best of our knowledge, information and belief, the foregoing constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by Part 9 of the Securities Act (British Columbia), by Part 8 of the Securities Act (Alberta), by Part XV of the Securities Act (Ontario), by Part XI of The Securities Act, 1988 (Saskatchewan), by Part VII of The Securities Act (Manitoba), by Section 13 of the Security Frauds Prevention Act (New Brunswick), by Part XIV of the Securities Act (Newfoundland), by Part II of the Securities Act (Prince Edward Island) and by the Securities Act (Nova Scotia) and the respective regulations thereunder. To our knowledge, this prospectus does not contain any misrepresentation likely to affect the value or the market price of the securities to be distributed as contemplated by the Securities Act (Québec) and the Regulations thereunder.

Global Educational Marketing Corporation

Signed "Sam Bouji"
Sam Bouji
Chief Executive Officer

GLOBAL
EDUCATIONAL TRUST PLAN

Sponsored by

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