

Application Form



Mutual Funds



Mutual Funds®

Check one box only:

Please note: Each series requires a separate application form

Advisor Series

Investor Series

TD Mutual Funds

TD Mutual Funds

TD Managed Assets Program

TD Managed Assets Program

F-Series

TD Mutual Funds

1 ACCOUNT TYPE

- NON-REGISTERED RSP SPOUSAL RSP LIRA/LRSP
 RIF SPOUSAL RIF LIF LRIF PRIF

TD Mutual Funds Account Number

For Locked-in accounts, please indicate from which Jurisdiction (Province or Federal) your pension funds originate, and attach applicable Addendum.

Jurisdiction

Pension funds originated from (Former Employer):

Former Employer

2 UNITHOLDER INFORMATION

- Mr. Mrs. Miss Ms. Other: Gender: Male Female

Language of preference:

- English (If a Québec resident, see Section 12.)
 French

Note: TD Mutual Funds accounts may not be opened for U.S. residents.

First Name	Initial(s)	Last Name
Address		
City	Province	
Country	Postal Code	
Home Telephone	Business Telephone	
E-mail	Mandatory SIN #	

Date of Birth Y Y Y Y / M M / D D

Mandatory for Registered Accounts

Note: Applicant must be legal Age of Majority.

- Mr. Mrs. Miss Ms. Other: Gender: Male Female

If applicable, please indicate the type of account to be opened:

- Joint Account
 Contributing Spouse (For Spousal RSP or Spousal RIF accounts only).
 In Trust For

First Name	Initial(s)	Last Name
Address		
City	Province	
Country	Postal Code	
Home Telephone	Business Telephone	
E-mail	Mandatory SIN #	

Date of Birth Y Y Y Y / M M / D D

Of Contributing Spouse or Joint Tenant if applicable, Mandatory for Registered Accounts

3 DEALER/AGENT INFORMATION

Dealer Name	
Dealer Number	Representative Number
Representative Name	
Telephone Number	Fax Number
E-mail	
Signature of Representative	

4 INVESTMENT SELECTION

Fund/ Portfolio #	Fund/Portfolio Name	Purchase Amount*	ISC	DSC	LSC	Sales Charge %	Wire Order #	Pre-Authorized Chequing Plan Amount	Systematic Withdrawal Plan RIF, LIF, LRIF, PRIF Payment Instructions*
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
		\$ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$ _____	\$ _____ %
TOTAL		\$ _____ %						\$ _____	\$ _____ %

This is backup documentation for FundSERV Wire Order. Please include the Wire Order # in the above table.

*Please indicate dollar amount or percentage.

ISC = Initial Sales Charge
DSC = Deferred Sales Charge
LSC = Low Sales Charge

5 DISTRIBUTION OPTIONS

- Reinvest Distributions
- Issue cheque to client, address noted in Section 2.
- Deposit to client's bank account, as noted in Section 9.

All distributions will be reinvested unless otherwise indicated. Distributions will be automatically reinvested for locked-in RSPs.

6 PRE-AUTHORIZED CHEQUING PLAN (PAC)

(Applies only to non-registered and non-locked in RSP accounts)

Start Date Frequency: Semi-monthly* Monthly Bi-monthly** Quarterly Semi-annually Annually

Please indicate investment selection(s) in Section 4.

* Semi-monthly are purchases made on the 1st and 15th of each month, or first business day thereafter.
** Bi-monthly are purchases made every other month.

The account referenced in section 9 will be debited for these transactions.

7 SYSTEMATIC WITHDRAWAL PLAN (FOR NON-REGISTERED ACCOUNTS ONLY)

Start Date Frequency: Monthly Quarterly Semi-annually Annually

1. Amount \$ _____*

* This must equal with the total amount specified in Section 4. Please indicate redemption selection(s) in Section 4.

2. Payment method by: Cheque mailed to address specified in Section 2. Direct deposit to the account noted in section 9.

8 RIF/LIF/LRIF/PRIF PAYMENT OPTIONS AND INSTRUCTIONS

Start Date Frequency: Monthly Quarterly Semi-annually Annually

1. For RIFs, LIFs, LRIFs and PRIFs my payment may not be less than the minimum amount, and for LIFs and LRIFs my annual payment may not exceed the maximum amount permitted by law. I select one of:

Minimum Amount Maximum Amount (LIF, LRIF only)

\$ _____ or _____ %

This amount must equal the total amount specified in Section 4. If amount specified is less than the calculated minimum, the annual minimum amount will be paid.

Minimum calculation is to be based on:

My age

Age of my Spouse*

Spouse's Date of Birth

Withdrawal Instructions

Largest Fund - withdrawal will be made from the largest fund based on the market value at the time of each payment.

Pro-Rate - withdrawal will be made proportionately from each fund based on the percentage weighting each fund holds or the total market value at the time of each payment.

Flat Rate - withdrawal will be made from funds specified either based on flat amount or percentage.

2. Payment method by: Cheque Direct deposit to the account noted in section 9.

3. Withholding Tax: Minimum Specified Tax Amount \$ _____ %

* Not applicable for New Brunswick LIFs
* Once this election has been made, you cannot change it in the future, even in the event of separation, divorce or death of your spouse.

9 BANKING INFORMATION.

If you are applying to open a Joint Non-Registered Mutual Fund Account, this bank account must be held in the name of both Joint Applicants. For non-TD Canada Trust bank accounts, additional purchases excluding the Pre-Authorized Chequing Plan must be done by cheque.

For Pre-Authorized Chequing Plans, please attach a void cheque OR complete this section if you do not have a chequing account

Financial Institution		Institution Number	Branch Transit Number
Canadian \$ Account Number		<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Chequing	
Account Holder's Name(s)			
Branch Address			
City		Province	Postal Code

PRE-AUTHORIZED PAYMENT TERMS AND CONDITIONS
 You authorize TD Asset Management Inc. ("us", "we") to debit your deposit account (the "PAD Account") at the financial institution holding the PAD Account (the "Deposit Bank") for payments and all other amounts owing to us under this Agreement. You warrant that all persons whose signatures are required to debit the PAD Account are providing this authorization or have provided a separate authorization. This pre-authorized debit ("PAD") authorization may be cancelled at any time upon 30 days written notice. Revocation of this authorization does not terminate any part of this Agreement and does not relieve you of your obligations to pay the amounts owing under the Agreement. You will inform us in writing of any change in the PAD Account at least 30 days prior to the next due date of the PAD. Delivery of this authorization to us constitutes delivery by you to the Deposit Bank. The Deposit Bank is not required to

verify that a PAD has been issued in accordance with this authorization including, but not limited to, the amount and fulfillment of purpose. A PAD may be disputed by you if: (i) the PAD was not drawn in accordance with the authorization; (ii) the authorization was revoked; or (iii) in the case of a personal PAD pre-notification was not received. In order to be reimbursed, a declaration to the effect that either (i), (ii), or (iii) took place must be completed and sent to the Deposit Bank not more than 90 calendar days (or 10 business days for a business PAD) after the date on which the disputed PAD was posted to the PAD Account. You shall resolve any dispute raised after that period solely with us. You agree to the provisions of the Pre-Authorized Debit Authorization above and authorize us to process a debit for (business/personal) purposes in the amount of your outstanding payments on the due date, as shown on your Agreement.

10 BENEFICIARY INFORMATION (PLEASE COMPLETE FOR REGISTERED PLANS ONLY.)

The space below may be used to designate a beneficiary(ies) for your RSP/LIRA/LRSP/RIF/LIF/LRIF/PRIF in the event of your death.

* NOTE: Your designation of beneficiary is subject to applicable law. You may wish to discuss this designation with your legal advisor.

Subject to applicable law, I elect to appoint my spouse as successor annuitant of my Plan in the event of my death. (Available for RIF plans only):

First Name	Last Name	Relationship	Share %	SIN
Address: Same as Section 2 <input type="checkbox"/> or				
Address				
City		Province		
Country		Postal Code		

First Name	Last Name	Relationship	Share %	SIN
Address: Same as Section 2 <input type="checkbox"/> or				
Address				
City		Province		
Country		Postal Code		

First Name	Last Name	Relationship	Share %	SIN
Address: Same as Section 2 <input type="checkbox"/> or				
Address				
City		Province		
Country		Postal Code		

11 USE OF INFORMATION

We may collect your personal information from you or from third parties such as your financial adviser/dealer. We may use your personal information to establish your account and serve you, or as required or permitted by law. We will only share your personal information with third parties with your consent, or as required or permitted by law, or to service your account. Personal information used to service your account will be shared, as reasonably necessary, with our suppliers and agents, and with your Financial Advisor/ Dealer as recorded on our records from time to time. When you provide us with your Social Insurance Number, we may use it to keep your information separate from that of other customers with a similar name. You may obtain a copy of our privacy code by calling us at 1-888-567-8888. **Customer Problem Resolution Process for TD Mutual Funds Registered Plan Holders:** The following is a summary of TD Asset Management Inc.'s Customer Problem Resolution Process that will help ensure that any problem or concern with your TD Mutual Funds account is addressed quickly and effectively.

Step 1: Talk to your Financial Advisor. Your Financial Advisor may be able to respond to your question or concern.

Step 2: Contact TD Asset Management Dealer Services. If your Financial Advisor is unable to resolve the problem to your satisfaction contact TDAM's Dealer Services at 1-800-588-8054. You can send your written concerns via fax to **416-307-9284** or by mail to TD Asset Management,

Dealer Services, 2nd Floor, Canada Trust Tower, 161 Bay Street, Toronto, Ontario M5J 2T2.

Step 3: Contact the TD Ombudsman. If your concern remains unresolved after Steps 1 and 2, you may contact the TD Ombudsman by mail at P.O. Box 1, TD Centre, Toronto, Ontario M5K 1A2, by telephone at 1-888-361-0319, via email at ombudsman@tdbank.ca, or by fax at 416 983-3460.

Step 4: Contact the Ombudsman for Banking Services and Investments (OBSI). If your concern remains unresolved after contact with the TD Ombudsman, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at 4950 Yonge Street, Suite 1602, North York, Ontario, by telephone at (416) 287-2877 or toll free at 1-888-451-4519, via e-mail at mail@bankingombudsman.com, or by fax at 416 225-4722 or toll free at 1-888-422-2865.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment or an industry code of practice, you may contact FCAC in writing at: Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. Please note that the FCAC determines whether there is a problem with compliance by TD Asset Management Inc., but does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

12 APPLICATION, AUTHORIZATION, DISCLOSURE AND REGISTRATION OF YOUR RETIREMENT SAVINGS PLAN OR RETIREMENT INCOME FUND

YOU WILL RECEIVE, FROM YOUR FINANCIAL ADVISOR, A CURRENT PROSPECTUS FOR THE APPLICABLE TD MUTUAL FUND(S) AND/OR PORTFOLIOS WITHIN TWO (2) BUSINESS DAYS OF THE ACCEPTANCE OF THE FIRST CONTRIBUTION TO YOUR TD ASSET MANAGEMENT INC. (TDAM) ACCOUNT. IF THIS ACCOUNT IS AN RSP, SPOUSAL RSP, LIRA/LRSP, RIF, SPOUSAL RIF, LIF, LRIF, PRIF, YOU HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE DECLARATION OF TRUST AND ANY APPLICABLE LOCKED-IN ADDENDA.

TDAM reserves the right to accept or reject any purchase order within one (1) business day of receipt of the order.

MUTUAL FUND INVESTMENTS ARE NOT DEPOSITS INSURED BY THE CANADA DEPOSIT INSURANCE CORPORATION OR THE RÉGIE DE L'ASSURANCE DÉPÔTS DU QUÉBEC AND ARE NOT GUARANTEED BY TD BANK. MUTUAL FUND UNIT VALUES CHANGE FREQUENTLY.

A 90-day early redemption fee of 2% payable to the Fund and/ or Portfolios may apply to all Advisor Series Funds and Portfolios and selected Investor Series Funds. Ask your Advisor for details.

If you are applying to open an "in trust" account, you agree that:

You are liable to us for all liabilities and obligations respecting the account in your personal capacity and not as trustee, agent or otherwise;

We have no obligation to observe the terms of any trust, whether written, verbal, implied, constructive or otherwise, and you are solely responsible for ensuring any restrictions of the trust and any applicable laws are adhered to;

You will indemnify us against any loss, claim, damages, liability and expenses of any kind whatsoever arising out of operation of the account; and

You have not relied upon us for any legal or tax advice and it is your sole responsibility to obtain appropriate professional advice to ensure your needs and objectives are satisfied.

Request to Register a TD Mutual Funds Retirement Savings Plan/TD Mutual Funds Retirement Income Fund:

To: The Canada Trust Company (the "Trustee") You hereby request that the Trustee apply to register your Plan/Fund as a Retirement Savings Plan (*the Plan*) or Retirement Income Fund (*the Fund*) under the Income Tax Act (*Canada*). You understand that all references in the Declaration of Trust to the application or the Plan/Fund, are to be read and understood as references to this application. You agree on behalf of yourself, your executors and administrators to be bound by the terms of the Plan/Fund. All contributions to the Plan/Fund are to be invested by the Trustee as directed by you in accordance with the terms of the Plan/Fund and held in your account subject to the terms of the Plan/Fund. You understand that all amounts received by you or your spouse from this Plan/Fund are taxable under the provisions of the Income Tax Act (*Canada*).

X

Signature of Applicant/Annuitant	Date
----------------------------------	------

X

Signature of Contributing Spouse/ Joint Applicant (if applicable)	Date
--	------

© Trade-mark of The Toronto-Dominion Bank. TDAM is a licensed user.

For Québec Residents Only **Initial**

Language Preference Agreement (Québec residents who have requested English language only) If you are a Québec resident, you agree with the following statement: It is my express wish that this application and any related documents be in English. J'ai exigé que la présente formule et tous les documents s'y rattachent soient rédigés en anglais.

TD Mutual Funds RSP Declaration of Trust

The Canada Trust Company, a trust company incorporated under the laws of Canada having its head office at the City of Toronto, in the Province of Ontario (hereinafter referred to as the "Trustee") hereby declares that it accepts the office of Trustee for the applicant, [the "annuitant" within the meaning of subsection 146(1) of the Income Tax Act (Canada)], named on the application for a TD Mutual Funds RSP (hereinafter referred to as the "Plan") upon the following terms:

1. **REGISTRATION.**
The Trustee will apply for registration of the Plan with the Minister of National Revenue pursuant to the provisions of the Income Tax Act (Canada) and amendments and regulations thereto, and any successor legislation and regulations and such provincial acts having jurisdiction, as determined by the provinces stated in such application (the "relevant tax legislation").
2. **ANNUITANT ACCOUNT.**
The Trustee will maintain an account for the annuitant and will record the contributions of the annuitant and investments of the Plan as described hereunder.
- 3a. **CONTRIBUTIONS.**
Contributions received by the Trustee from the annuitant and the income derived therefrom shall be held in trust by the Trustee in accordance with the provisions of the relevant tax legislation. These monies shall be invested as hereinafter provided for the purpose of providing to the annuitant a Retirement Income as provided for in Clause 6 hereof. The initial contribution shall be not less than \$100. Subsequent contributions shall not be less than \$100 at any one time.
- 3b. **REFUND OF CONTRIBUTIONS.**
The Trustee shall, upon written application by the taxpayer, refund to that taxpayer either (a) an amount to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada) and comparable provincial law or (b) a payment referred to under Clause 146(2) (a)(ii) of the Income Tax Act (Canada) and comparable provincial law.
- 3c. **PAYMENTS BEFORE MATURITY.**
No payment of any benefit under the Plan may be made prior to maturity except for a refund of contributions in accordance with Clause 3(b) hereof or a payment to the annuitant.
4. **INCOME TAX RECEIPTS.**
On or before the 31st day of March of each year, the Trustee shall forward to the annuitant receipts to be filed with the annuitant's personal income tax return with respect to contributions made under the Plan:
 - (i) during the preceding calendar year but not in the first sixty days thereof; and
 - (ii) during the first sixty days of such year.It is the sole responsibility of the annuitant to ensure that the deductions claimed for income tax purposes do not exceed the permitted deductions under the relevant tax legislation.
5. **ANNUITANT'S BIRTH DATE.**
The statement of the annuitant's age on the application for the Plan shall be deemed to be a certification by the annuitant of such age and an undertaking by the annuitant to provide any further evidence or proof of age that may be required when an annuity is purchased.
6. **RETIREMENT INCOME.**
 - 6a. The Plan will mature on a date (the "Maturity Date") chosen by the annuitant for the provision of a Retirement Income. The Maturity Date shall not be later than December 31 of the calendar year in which the annuitant attains sixty-nine years of age.
 - 6b. On the Maturity Date the assets held by the Trustee for the annuitant's Plan shall be used, on the written instructions of the annuitant, for the provision of a Retirement Income.
- 6c. A Retirement Income means any one or a combination of the following:
 - (i) an annuity commencing at the Maturity Date, with or without a guaranteed term commencing at the Maturity Date, not exceeding the term referred to in item (ii) below, payable to (A) the annuitant for his or her life, or (B) the annuitant for the lives, jointly, of the annuitant and the annuitant's spouse and the survivor of them for his or her life;
 - (ii) an annuity commencing at the Maturity Date, payable to the annuitant, or to the annuitant for life and to the annuitant's spouse after death of the annuitant, for a term of years equal to 90 minus either (A) the age in whole years of the annuitant at the Maturity Date, or (B) where the annuitant's spouse is younger than the annuitant and the annuitant so elects, the age in whole years of the spouse at the Maturity Date; or,
 - (iii) a Registered Retirement Income Fund established in accordance with the provisions of the Income Tax Act (Canada) and regulations thereunder and any successor legislation or regulations.An annuity shall be payable in equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the annuity and, where that commutation is partial, equal annual or more frequent periodic payments thereafter. An annuity shall not be capable either in whole or in part of assignment. An annuity that would otherwise become payable to a person other than the annuitant's spouse on or after the death of the annuitant shall be commuted. The Plan shall not provide for periodic payments in a year under an annuity after the death of the first annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death. If an annuitant fails to instruct the Trustee as to the purchase of a Retirement Income by September 1 of the calendar year in which the annuitant attains sixty-nine years of age, the Trustee may at any time thereafter, and shall by December 31 of such year, liquidate the investments held in the Plan and, at its sole discretion, may purchase for the annuitant a Retirement Income subject to the requirements of the Plan.
- 7a. **DEATH OF ANNUITANT.**
In the event of the death of the annuitant prior to the purchase of a Retirement Income pursuant to the foregoing provisions, the Trustee shall, upon receipt of satisfactory evidence of the death, and such other documents as may reasonably be required, realize the investments held for the annuitant and pay the proceeds of the Plan in a lump sum (less all applicable charges including any taxes) to the person or persons entitled hereto pursuant to paragraph 7(b) hereof.
- 7b. **DESIGNATION OF BENEFICIARY.**
If permitted by applicable law, the annuitant may designate one or more beneficiaries, in accordance with this paragraph, to receive the proceeds payable under paragraph 7(a) hereof. If no beneficiary has been so designated or if all such beneficiaries predecease the annuitant, the proceeds will be paid to the legal personal representative of the annuitant. A beneficiary designation can only be made, changed or revoked by a written instrument in form reasonably acceptable to the Trustee which adequately identifies the Plan and has been signed by the annuitant; provided always that the instrument or evidence thereof acceptable to the Trustee shall be lodged with the Trustee at its head office in Toronto prior to any payment under paragraph 7(a). If more than one such instrument has been so lodged, the Trustee shall make payment only in accordance with the instrument in its possession bearing the latest execution date. An instrument shall not be effective for the purposes of this paragraph when a valid will or codicil that specifically designates a beneficiary postdates the latest instrument filed with the Trustee.
8. **LIABILITY AND ASSIGNMENT.**
This Plan may not incur a liability. This Plan or the retirement income payable thereunder shall not be capable of any form of assignment in whole or in part.
9. **NO ADVANTAGE.**
The Trustee will not provide any advantage to the annuitant or any person with whom the annuitant is not dealing at arm's length that is conditional in any way on the existence of this Plan other than an advantage permitted by the Income Tax Act (Canada) or comparable provincial legislation.
10. **INVESTMENT.**
The Plan will invest in units of the TD Mutual Funds or any other mutual fund managed and distributed by TD Asset Management Inc. or its affiliates (the "Funds" and the "Agent," respectively), as directed from time to time by the annuitant. For the purpose of this Declaration of Trust, "Funds" means mutual funds that are qualified investments for registered retirement savings plans. It is the sole responsibility of the annuitant to determine whether an investment in units of a particular Fund complies with the provisions of the relevant tax legislation.
11. **ANNUITANT'S INTEREST.**
Each contribution received by the Trustee from the annuitant will be used to purchase as many whole and partial units of the Funds as directed by the annuitant, at the unit value established at the next valuation date following receipt of the contribution at the head office of the Agent. If no direction is received by the Trustee as to the investment of contributions or of any free balance from time to time remaining in the Plan, the Trustee will, by the next business day after receipt, invest all such amounts held in the Plan from time to time in units of the TD Canadian Money Market Fund until a direction in respect thereof is received from the annuitant.

12. **INVESTMENT INCOME.**
Net income and net realized capital gains of the Funds shall be credited to the annuitant's Plan and reinvested in whole and partial units of the Funds from which they derive or as otherwise directed by the annuitant.
13. **TRUSTEE FEES.**
The Trustee levies no fee in connection with the annuitant's account; however, the Trustee reserves the right to impose, and then change a fee at any time subject to 30 days notice in writing to the annuitant and upon notice to the Minister of National Revenue and, if applicable, provincial tax authorities.
14. **ANNUITANT'S STATEMENT.**
Within five business days after each purchase or redemption of units of the Funds, the annuitant will be sent a confirmation of the transaction.
15. **DELEGATION.**
The Trustee may delegate some of the administrative duties to the Agent or to TD Bank, including, without limitation, the following duties and responsibilities of the Trustee under the Plan:
(i) receiving the annuitant's contributions under the Plan,
(ii) investing and reinvesting contributions in whole and partial units of the Funds,
(iii) maintaining the annuitant's account, and
(iv) providing statements to the annuitant of the annuitant's account, and such other duties and responsibilities of the Trustee under the Plan as the Trustee may determine from time to time.
Notwithstanding the duties delegated to the Agent, the ultimate responsibility for the administration of the Plan remains with the Trustee.
16. **AMENDMENTS TO THE PLAN.**
The Trustee may from time to time amend this Declaration of Trust with the concurrence of the Minister of National Revenue, if required, and the concurrence of provincial tax authorities, if applicable:
(a) without notice to you or without your consent, provided that the amendment is made for the purpose of satisfying a requirement imposed by the relevant tax legislation or at its effective date the amendment will not in the Trustee's sole opinion adversely affect your rights under the Plan; and
(b) in all other cases, by giving 30 days notice in writing to you, provided that in all cases no such amendment will have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the relevant tax legislation.
17. **RESIGNATION OF TRUSTEE.**
- 17a. Subject to paragraph (c) the Trustee or any successor trustee of this Plan may resign as trustee by appointing a replacement trustee as provided in paragraph (b) and by giving 90 days prior notice in writing to the annuitant advising the annuitant of its resignation and the name and address of the replacement trustee to be appointed pursuant to paragraph (b). The Trustee has also agreed to resign at the request of the Agent subject to the appointment of a successor trustee as provided in paragraphs (b) and (c).
- 17b. A resigning trustee may, by writing: appoint another person to be trustee in its place, provided that such person is a corporation licensed or otherwise authorized under the laws of Canada or a province thereof to carry on in Canada the business of offering to the public its services as trustee and is acceptable to the Agent.
- 17c. The Trustee or any successor trustee shall not resign as trustee of the Plan
(i) unless a replacement trustee described in paragraph (b) is appointed and accepts the appointment to replace the trustee desiring to resign, or
(ii) if the replacement trustee described in paragraph (b) will result in the Plan ceasing to be a registered retirement savings plan under the Income Tax Act (Canada).
- 17d. A retiring trustee shall transfer to the replacement trustee all property of the trust and all records related to its duties as trustee and shall do all acts and execute all deeds necessary for the proper vesting of the trust property in the replacement trustee.
- 17e. Notwithstanding anything hereinbefore contained, a trustee shall continue as trustee of the Plan until such time as a replacement trustee shall become vested with all the rights and obligations of the retiring trustee hereunder.
18. **MAILED NOTICES.**
Any notice given to the Trustee or the Agent hereunder shall be sufficiently given if mailed, postage prepaid, addressed to the Trustee or the Agent at the office stated on the application for the Plan and shall be deemed to have been given on the day that such notice is received by the Trustee or the Agent. Any notice, statement or receipt by the Trustee or the Agent to the annuitant shall be sufficiently given if mailed postage prepaid, addressed to such annuitant at the address of the annuitant stated on the application for the Plan, unless the annuitant has notified the Trustee or the Agent of the new address, in which case notice shall be addressed to the annuitant at the last address for such purpose so notified and shall be deemed to have been given on the day of mailing.
19. **TRUSTEE'S LIABILITY.**
The Trustee shall be entitled to and shall be fully protected in acting upon any instrument, certificate, notice or other writing believed by the Trustee or the Agent (as defined herein) to be genuine and to be signed or presented by the proper person. The Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but shall be entitled to accept the same as conclusive evidence of the truth and accuracy of the statement therein contained. When this Plan is terminated and the proceeds thereon are withdrawn, the Trustee and the Agent shall be released and discharged from any further responsibility or obligation in connection herewith. Except as otherwise provided herein, the Trustee shall not be liable for any loss incurred by the Plan, by the annuitant or by any beneficiary under the Plan unless due to the negligence, willful misconduct or lack of good faith of the Trustee.
20. **INDEMNITY.**
The annuitant and the annuitant's successors, executors and administrators shall at all times indemnify and save harmless the Trustee in respect of any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Plan.
21. **INTERPRETATION.**
This agreement shall be construed, administered and enforced according to the laws of the Province of Ontario. Any reference to "spouse" contained in the Declaration of Trust or in the application means "spouse or common-law partner" and any reference to "marriage" contained in the Declaration of Trust or in the application means "marriage or common-law partnership".

NOTICE TO MANITOBA CLIENTS

Caution: Your designation of a beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.

TD Mutual Funds RIF Declaration of Trust

The Canada Trust Company, a trust company amalgamated under the laws of Canada (the "Trustee"), hereby declares that it agrees to act as Trustee for the applicant who is the annuitant for purposes of Subsection 146.3(1) of the Act (the "Annuitant") named in the application on the face hereof (the "Application") for the TD Mutual Funds Retirement Income Fund (hereinafter referred to as the "Fund") upon the following terms and conditions:

1. **REGISTRATION.**
The Trustee will apply for registration of the Fund under the provisions of the Income Tax Act (Canada) (the "Act"), and any applicable provincial income tax legislation relating to retirement income funds as designated in the province of the Annuitant's address on the Application (the Act and such provincial income tax legislation being hereinafter individually or collectively referred to as the "Applicable Tax Legislation").
2. **COMMON-LAW PARTNER AND COMMON-LAW PARTNERSHIP.**
Any reference to "spouse" contained in the Declaration of Trust or in the Application means "spouse or common-law partner" and any reference to "marriage" contained in the Declaration of Trust or in the Application means "marriage or common-law partnership".
3. **APPOINTMENT OF AGENT.**
 - 3a. The Annuitant authorizes the Trustee to delegate to TD Asset Management Inc. or any of its affiliates (the "Agent") the following duties under the Fund:
 - i) to receive the transfer of funds to the Fund;
 - ii) to provide the Annuitant with payments under the Fund in accordance with the Applicable Tax Legislation;
 - iii) to invest and reinvest the assets of the Fund;
 - iv) to hold all or any portion of the assets of the Fund in safekeeping;
 - v) to maintain Fund records and accounting properly to the Annuitant for the assets of the Fund;
 - vi) to provide the Annuitant with statements of account for the Fund at reasonable intervals;
 - vii) to prepare any forms required by the Applicable Tax Legislation; and
 - viii) such other duties under the Fund as the Trustee in its sole discretion may determine.
 - 3b. Notwithstanding such delegation, the Trustee shall remain ultimately responsible for the administration of the Fund pursuant to the provision of this Declaration of Trust. The Annuitant also authorizes the Trustee to, and the Trustee may, pay the Agent all or a portion of the administration fees paid by the Annuitant to the Trustee hereunder and shall reimburse the Agent for its reasonable out-of-pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee and charge the Annuitant's account therefor.
4. **TRANSFERS TO THE FUND.**
The Trustee shall accept only such transfers of assets, in a form acceptable to it, which are "qualified investments" for registered retirement income funds within the meaning of the Act, as may be directed by or on behalf of the Annuitant to be transferred to the Trustee to be held in the Annuitant's Fund, provided that such assets may only be transferred from:
 - 4a. either a registered retirement income fund or a registered retirement savings plan under which the Annuitant is the annuitant; or
 - 4b. the Annuitant to the extent only that the amount of consideration was an amount described in subparagraph 60(l)(v); or
 - 4c. either a registered retirement savings plan or a registered retirement income fund where the spouse or former spouse of the Annuitant was the annuitant, where the Annuitant and the spouse or former spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Annuitant and the spouse or former spouse in settlement of rights arising out of, or on the breakdown of, their marriage; or
 - 4d. a registered pension plan pursuant to subsection 147.1(1) of the Act under which the Annuitant is a member; or
 - 4e. a registered pension plan pursuant to subsection 147.3(5) and (7) of the Act; or
 - 4f. a provincial pension plan in circumstances to which subsection 146(21) of the Act applies.
5. **INVESTMENTS.**
 - 5a. The Fund shall be invested and reinvested by the Trustee, on the direction of the Annuitant, in such investments as the Trustee shall make available from time to time. The Trustee may, but need not, require any such direction in writing.
 - 5b. It shall be the sole responsibility of the Annuitant to choose the investments of the Fund; to determine whether any such investment is or remains a "qualified investment" for registered retirement income funds under the Applicable Tax Legislation; to determine whether any such investment would constitute excess "foreign property" for the purposes of the Applicable Tax Legislation; to determine whether any such investment would result in the imposition of any penalty under the Applicable Tax Legislation; and to determine whether any investments should be purchased, sold or retained by the Trustee as part of the Fund. The Trustee and the Agent shall not be responsible for any loss suffered by the Annuitant or by any beneficiary under the Fund as a result of the purchase, sale or retention of any investment.
6. **ANNUITANT'S ACCOUNT.**
The Trustee will maintain an account in the name of the Annuitant showing all transfers to and payments from the Fund and all investment transactions made at the direction of the Annuitant. The Trustee shall forward to the Annuitant, at least annually, a statement showing all such transfers and payments and investment transactions made and all income earned and expenses incurred during such period.
7. **INCOME TAX INFORMATION.**
The Trustee shall provide the Annuitant with appropriate information slips, in prescribed form, by the end of February of each year. Such information slips shall show the total of all payments made from the Fund during the preceding calendar year, to enable the Annuitant to report such payments in the Annuitant's income tax return.
8. **PAYMENTS FROM THE FUND.**
 - 8a. Subject to the terms of the Declaration of Trust and the Applicable Tax Legislation, the whole of the Fund shall be used and applied by the Trustee only for the provision of payments to the Annuitant or, if applicable, to the surviving spouse as follows:
 - i) In each year commencing not later than the first complete calendar year after the Fund is established, the Trustee shall make one or more payments the aggregate of which shall be not less than the minimum amount set forth below, and not more than the value of the Fund immediately before any payment. The minimum amount for the year in which the Fund commences shall be nil and for each subsequent year shall be determined by multiplying the value of the Fund at the beginning of a year by a factor prescribed under the Act corresponding to the age of the Annuitant or, where the Annuitant has so elected, the age of the Annuitant's spouse.
 - 8b. All payments must be included in and will be taxed as the Annuitant's income in the year of receipt. Tax shall be withheld on all payments by the Trustee in accordance with the Act. The Trustee reserves the right to liquidate the assets of the Fund, in its absolute discretion, to meet payment obligations of the Fund.
 - 8c. For the purposes of valuing the Fund for this Section 8, the Trustee shall include the assets forming part thereof at their net asset value.
 - 8d. No payment required to be made in accordance with the provisions hereof may be assigned in whole or in part.
 - 8e. The Trustee shall be discharged from all further duties and liabilities hereunder immediately following the making of the final payments as required hereunder.
 - 8f. At the direction of the Annuitant, and in accordance with subsection 146.3(2) of the Act the Trustee shall transfer all or part of the property held in connection with the Fund together with all information necessary for the continuance of the Fund to any person who has agreed to be a carrier of another registered retirement income fund of the Annuitant, provided that the Trustee shall retain sufficient property of the Fund in order that the minimum amount for the calendar year shall be paid to the Annuitant in the year.
9. **DEATH OF THE ANNUITANT.**
In the event of death of the Annuitant prior to the making of the final payment as provided in Section 8 hereof, the Trustee shall, upon receipt of satisfactory evidence of such death, realize the interest of the Annuitant in the Fund. Subject to the deduction of all proper charges including income tax, if any, required to be withheld, the proceeds of such realization shall be held by the Trustee for payment to the beneficiary, if any, designated pursuant to Section 10 hereof, or to the legal personal representatives of the Annuitant, upon such beneficiary or representatives furnishing the Trustee with such releases and other documents as may be required or as counsel may advise, unless the Annuitant's spouse has been designated specifically as the successor annuitant of the Annuitant as provided for in Section 10 hereof, or by will, in which case the Trustee shall continue the payments to the Annuitant's spouse in accordance with the provision of Section 8 hereof, upon such spouse providing the Trustee with such documents as may be required or as counsel may advise.

10. **DESIGNATION OF SUCCESSOR ANNUITANT OR BENEFICIARY.**
The Annuitant, if domiciled in a jurisdiction in which, according to applicable law, a participant in a retirement income fund may validly designate a beneficiary or a successor annuitant other than by will, may by an instrument in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, designate his spouse as successor annuitant or any person as beneficiary to be entitled to receive the value of the Annuitant's property in the Trust Fund on the death of the Annuitant. In the case of such a designation, the spouse only shall be deemed to be the successor annuitant or, any person, including the spouse, shall be deemed to be the designated beneficiary of the Annuitant, as the case may be, unless there is no such successor annuitant or designated beneficiary at the date of death of the Annuitant in which instance, all proceeds of the Fund shall be paid to the Annuitant's estate. The Annuitant shall, by instrument in writing in a form prescribed by the Trustee and delivered to the Trustee prior to the death of the Annuitant, be entitled to revoke such designation.
11. **DELEGATION.**
The Trustee shall be entitled to employ such person or persons including, but not limited to, lawyers and auditors as the Trustee may determine and shall be entitled to pay their fees and expenses from the trust. The Trustee may rely and act upon information and advice furnished by such person or persons or refrain from acting thereon and shall not be liable to the Annuitant as a result of so acting or refraining from so acting.
12. **TRUSTEE'S COMPENSATION.**
The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Fund and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto) will, unless paid directly to the Trustee be charged against and deducted from the assets of the Fund in such manner as the Trustee determines, and the Trustee may realize assets of the Fund in its absolute discretion for the purposes of paying such fees and other amounts.
13. **AMENDMENT.**
The Trustee may, from time to time at its discretion, amend the Declaration of Trust with the concurrence of the authorities administering the Applicable Tax Legislation
- 13a. without notice to, or consent of, the Annuitant, provided that the amendment is made for the purpose of satisfying a requirement imposed by the relevant tax legislation or at its effective date the amendment will not in the Trustee's sole opinion adversely affect the Annuitant's rights under the Fund; and
- 13b. in all other cases, by giving 30 days' notice in writing to the Annuitant; provided, however, that any such amendment shall not have the effect of disqualifying the Fund as a registered retirement income fund within the meaning of the Applicable Tax Legislation.
14. **NOTICE.**
Any notice given to the Trustee hereunder shall be sufficiently given if mailed, postage prepaid, addressed to its Agent, at its principal office, and shall be deemed to have been given on the day that such notice is received by the Agent. Any notice, statement or receipt given by the Trustee to the Annuitant shall be sufficiently given if mailed, postage prepaid, to the Annuitant at the address set out in the application or at any subsequent address of which the Annuitant shall have notified the Trustee and any such notice shall be deemed to have been given on the third business day following the day of mailing.
15. **LIMITATION OF LIABILITY.**
- 15a. Notwithstanding any other provisions hereof, the Trustee (including, for greater certainty, the Agent) will not be liable in its personal capacity for or in respect of:
 - i) any taxes, interest or penalties which may be imposed on the Trustee in respect of the Fund under the Applicable Tax Legislation (whether by way of assessment, reassessment or otherwise) or for any other charge levied or imposed by any governmental authority upon or in respect of the Fund, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the foregoing, non-qualified investments and excess foreign property, or as a result of payments made from the Fund and the Trustee may reimburse itself for, or may pay, any such taxes, interest penalties or other charges out of the capital or the income, or partly out of the capital and partly out of the income of the Fund as it in its absolute discretion deems expedient (and, for greater certainty, the Trustee may realize upon such assets of the Fund as it may determine in its sole discretion for purposes of paying any such amount); or
 - ii) any loss suffered or incurred by the Fund, the Annuitant or any beneficiary under the Fund caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by the Annuitant, a person designated by the Annuitant or any person purporting to be the Annuitant, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.
- 15b. The Annuitant, his legal personal representative and each beneficiary under the Fund will at all times, indemnify and save harmless the Trustee and the Agent in respect of any taxes, interest, penalties, or other governmental charges which may be levied or imposed on the Trustee in respect of the Fund or any losses incurred by the Fund (other than losses for which the Trustee is liable in accordance herewith) as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Fund made in accordance with these terms and conditions or as a result of the Trustee acting or declining to act upon any instructions given to it by the Annuitant.
16. **PROOF OF AGE.**
The statement of the Annuitant's date of birth on the Application for the Fund shall constitute a certification by the Annuitant and an undertaking to furnish such further evidence of proof of age as may be required for the provision of a retirement income.
17. **NO BENEFIT OR LOAN.**
No benefit or loan that is conditional in any way on the existence of the Fund may be extended to the Annuitant or to any person with whom the Annuitant does not deal at arm's length other than those benefits or loans which may be permitted from time to time under the Applicable Tax legislation.
18. **LIFE INCOME FUND.**
If, due to Fund assets having been transferred into the Fund from a pension plan or other locked-in registered retirement savings plan, the Annuitant has duly completed, signed and delivered and instrument in the form of a locking-in addendum for a life income fund or locked-in retirement income fund, approved by the Trustee, then such locking-in addendum shall be deemed to be part of the Declaration of Trust. In the event of a conflict, the provisions of such locking-in addendum and the provisions of applicable pension laws referred to therein shall take precedence over any conflicting provisions hereof, or of any beneficiary designation made with respect to the Fund. Provided that no provision of the Declaration of Trust shall be interpreted to be in conflict with the requirements of the Applicable Tax legislation. The Annuitant agrees to be bound by the terms and conditions set out in the locking-in addendum forming part of this Declaration of Trust.
19. **REPLACEMENT OF TRUSTEE.**
The Trustee, upon giving the Agent at least 30 days written notice or immediately if the Agent is for any reason incapable of acting in accordance with Section 3 hereof, may resign, and the Agent, upon giving the Trustee at least 90 days written notice or immediately if the Trustee is for any reason incapable of acting as Trustee hereunder, may remove the Trustee as the Trustee of the Fund, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor trustee. Such successor trustee shall within 90 days of its appointment give written notice of its appointment to the Annuitant. A successor trustee shall have the same power, rights and obligations as the Trustee. Subject to the requirements of subsection 146.3(2) of the Income Tax Act, the Trustee shall execute and deliver to the successor trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the successor trustee. Any successor trustee shall be a corporation resident in Canada and authorized under the laws of the province of residence of the Annuitant indicated in the Fund application to carry out its duties and responsibilities as Trustee under the Fund. Subject to the requirements of the Canada Customs and Revenue Agency, any corporation resulting from a merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee shall be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Annuitant.
20. **ASSIGNMENT BY AGENT.**
The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provide that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.
21. **HEIRS, EXECUTORS AND ASSIGNS.**
The terms of this Declaration of Trust shall be binding upon the heirs, executor, administrators and assigns of the Annuitant and upon the respective successors and assigns of the Trustee and Agent.
22. **ENGLISH LANGUAGE.**
The parties hereto have requested that the Fund be established in English. Les parties ont demandé que le régime soit rédigé en anglais.
23. **PROPER LAW.**
This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario (and with respect to any locking-in Addendum to the Fund containing provisions required by the laws of a province, in accordance with the laws of such province), the Applicable Tax Legislation and any other laws of Canada which may be applicable.

Please send completed application to:

TD Funds Services
Canadian Pacific Tower, TD Centre
100 Wellington St. W, 24th Floor
Toronto, ON
M5K 1A2

If application is for a Locked-in Contract
(LIRA, LRSP, LIF, LRIF, PRIF),
additional forms are required.

Please call TD Asset Management Inc. Dealer Services
at 1-800-588-8054 for assistance.



Mutual Funds