

RBC GLOBAL ASSET MANAGEMENT INC.

RBC PRIVATE POOLS

SEVENTH AMENDED AND RESTATED DECLARATION OF TRUST

Made as of the 30th day of June, 2016

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RBC PRIVATE POOLS

SEVENTH AMENDED AND RESTATED DECLARATION OF TRUST

THIS SEVENTH AMENDED AND RESTATED DECLARATION OF TRUST is made as of June 30, 2016 by RBC Global Asset Management Inc., a corporation amalgamated under the *Canada Business Corporations Act*, as trustee of the Pools hereunder (the “**Trustee**”).

RECITALS:

1. Pursuant to various trust documents (the “**Predecessor Trust Documents**”), The Royal Trust Company (“**Royal Trust**”) was appointed as trustee of pooled funds called the RBC Private Trust Series, the RBIM Pooled Funds and the Royal Managed Pools (collectively, the “**Pools**”).
2. On December 16, 2001, pursuant to a Rationalization Agreement made as of December 15, 2001 between Royal Trust, RBC Private Counsel Inc., RBC Global Investment Management Inc. (“**RBC GIM**”) and Royal Trust Corporation of Canada, Royal Trust completed a number of steps to rationalize the Pools (the “**Rationalization**”), which included merging certain Pools, changing the investment mandate of certain Pools, changing the names of certain Pools and terminating certain Pools.
3. In conjunction with the Rationalization, Royal Trust resigned as trustee of each of the Pools and RBC GIM became the successor trustee and manager of, and primary investment adviser to, each of the Pools.
4. RBC GIM, as trustee, executed a Declaration of Trust dated as of December 16, 2001 (the “**Original Declaration of Trust**”) relating to the Pools.
5. RBC GIM, as trustee, amended the Original Declaration of Trust pursuant to Amendment No. 1 dated June 14, 2002 amending the definition of “Qualified Person”, Amendment No. 2 dated August 1, 2002 clarifying certain valuation rules, and amendments dated October 2, 2002 and October 8, 2002 creating those new Pools together with amendments

- to the Supplements (as hereinafter defined) to the Declaration of Trust dated June 28, 2002, August 12, 2002, October 8, 2002, January 2, 2003 and March 1, 2003.
6. The Original Declaration of Trust provided for Series A Units of each Pool and Series B Units of only certain of the Pools, and as of July 31, 2003, only Series A Units of each Pool were issued and outstanding.
 7. Effective July 1, 2003, RBC GIM amalgamated with RBC Funds Inc. to form RBC Asset Management Inc. (“**RBC AM**”).
 8. RBC AM amended and restated the Original Declaration of Trust, as amended, in the form of an amended and restated Declaration of Trust made as of July 31, 2003 (the “**First Amended and Restated Declaration of Trust**”), which amendments included the redesignation of the Series A Units of each Pool as Series O Units of the relevant Pool and the creation of Series F Units and Series I Units of each Pool.
 9. RBC AM amended the First Amended and Restated Declaration of Trust pursuant to Amendment No. 1 dated August 18, 2004 to provide for certain fees in respect of the redemption of units of the Pools, to clarify certain valuation rules, to clarify the approval procedures for the appointment of a replacement auditor of the Pools in certain circumstances, to clarify the approval procedures for certain amendments required by Applicable Laws and to clarify the permitted investments of the RBC Private Canadian Bond Pool; Amendment No. 2 dated December 31, 2004 to provide for the establishment of a board of governors to advise the Trustee and any manager with respect to certain matters; Amendment No. 3 dated August 25, 2006 to provide for the indemnification of the board of governors and the Members; Amendment No. 4 dated December 1, 2006 to designate the board of governors as the independent review committee for the Pools as required pursuant to NI 81-107 (as hereinafter defined) and to amend the indemnification previously provided to the board of governors and the Members and an amendment dated August 14, 2007 and effective August 17, 2005 creating the Series T Units of the RBC Private Income Pool.
 10. Effective November 29, 2005, RM Money Market Fund was wound-up.

11. RBC AM amended the First Amended and Restated Declaration of Trust, as amended, in the form of a second amended and restated Declaration of Trust made as of August 24, 2007 (the “**Second Amended and Restated Declaration of Trust**”), which amendments included the confirmation of the existence of the Series T Units of the RBC Private Income Pool, the creation of Series T Units for the remaining Pools, and the amendment of the approval procedures for the appointment of a replacement auditor of the Pools in certain circumstances.
12. RBC AM amended the Second Amended and Restated Declaration of Trust pursuant to Amendment No. 1 dated July 2, 2009 to change the basis of calculating the operating expenses charged to the Pools by establishing a fixed administration fee in respect of each Series of Units offered by each Pool.
13. RBC AM restated the Second Amended and Restated Declaration of Trust, as amended, in the form of a third amended and restated declaration of trust made as of November 1, 2009 (the “**Third Amended and Restated Declaration of Trust**”) pursuant to Section 16.3 of the Second Amended and Restated Declaration of Trust.
14. Effective November 1, 2010, RBC AM changed its corporate name and amalgamated with an affiliate to form RBC Global Asset Management Inc., the successor by amalgamation to the rights and obligations of RBC AM.
15. The Trustee amended and restated the Third Amended and Restated Declaration of Trust pursuant to Article 16 of the Third Amended and Restated Declaration of Trust, in the form of the fourth amended and restated Declaration of Trust (the “**Fourth Amended and Restated Declaration of Trust**”).
16. The Trustee has the power to amend and restate the Fourth Amended and Restated Declaration of Trust pursuant to Article 16 thereof.
17. The Trustee amended and restated the Fourth Amended and Restated Declaration of Trust pursuant to Article 16 of the Fourth Amended and Restated Declaration of Trust, in the form of the fifth amended and restated Declaration of Trust (the “**Fifth Amended and Restated Declaration of Trust**”), which amendments included the creation of Series Z Units.

18. The Trustee amended and restated the Fifth Amended and Restated Declaration of Trust pursuant to Article 16 of the Fifth Amended and Restated Declaration of Trust, in the form of the sixth amended and restated Declaration of Trust (the “**Sixth Amended and Restated Declaration of Trust**”), which amendments included amendments related to the timing of distributions to be made by the Pools during taxation years.
19. The Trustee amends and restates the Sixth Amended and Restated Declaration of Trust pursuant to Article 16 of the Sixth Amended and Restated Declaration of Trust, in the form of the seventh amended and restated Declaration of Trust (the “**Seventh Amended and Restated Declaration of Trust**”), which amendments include amendments related to the renaming of the board of governors to the Independent Review Committee and that its rights, duties and responsibilities shall be as required or permitted under NI 81-107.
20. The Trustee intends that all Pools which were governed by the Predecessor Trust Documents, the First Amended and Restated Declaration of Trust, as amended, the Second Amended and Restated Declaration of Trust, as amended, the Third Amended and Restated Declaration of Trust, as amended, the Fourth Amended and Restated Declaration of Trust, as amended, the Fifth Amended and Restated Declaration of Trust, as amended, the Sixth Amended and Restated Declaration of Trust, as amended, and all such new, separate and independent Pools as may be created hereunder, all of the foregoing being referred to herein collectively as the “**RBC Private Pools**”, and individually as a “**Pool**”, shall be governed by and under this Seventh Amended and Restated Declaration of Trust.
21. The Trustee consents to continue to stand seized and possessed of the moneys and investments and other property from time to time of each of the RBC Private Pools, upon the terms, conditions and trusts hereinafter set forth.

THEREFORE the Trustee does hereby declare that it continues to act as trustee of all property of any type or description, any accretions thereto and any additions thereto from time to time, all of which constitute the trust fund of a Pool, to be held and managed and dealt with by the Trustee in trust for the use and benefit of the Unitholders (as hereinafter defined) of the Pool and their legal personal representatives upon and subject to the express terms, conditions and trusts of this Seventh Amended and Restated Declaration of Trust.

Article 1
INTERPRETATION

1.1 Definitions

In this Declaration of Trust, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) **“Adjusted Distribution”** has the meaning set out in Section 7.4;
- (b) **“Advisors”** has the meaning set out in Section 9.5;
- (c) **“Affiliate”** means, with respect to the Trustee, a corporation controlled by, controlling or under common control with, the Trustee and any partnerships in respect of which the Trustee or any such affiliated corporation has a majority interest and exercises direction and control;
- (d) **“Affiliated Party”** has the meaning set out in Section 9.4;
- (e) **“Agents”** has the meaning set out in Section 9.4;
- (f) **“Applicable Laws”** means the laws, rules and regulations of Canada and a province thereof, as applicable, in the context;
- (g) **“Business Day”** means any day when the principal office of the Trustee is open for business;
- (h) **“Common Expenses”** means the Other Fund Costs of a Pool; other than Other Fund Costs that are Series Expenses of a Pool;
- (i) **“Communications”** has the meaning set out in Section 19.1;
- (j) **“Declaration of Trust”** in respect of a Pool means this Sixth Amended and Restated Declaration of Trust, as it may from time to time be amended and/or restated, excluding any Supplements other than the Supplement pertaining to the particular Pool, as same may be amended and/or restated from time to time;
- (k) **“Excess Series Expense”** has the meaning set out in Section 7.4;

- (l) **“IRC”** means the group of persons appointed from time to time by the Trustee in accordance with Article 13;
- (m) **“Member”** means an individual appointed from time to time to the IRC in accordance with Article 13;
- (n) **“Net Asset Value”** has the meaning set out in Section 6.1;
- (o) **“Net Change in Non Portfolio Assets”** in respect of a Pool means at the Valuation Time on any Valuation Day, the aggregate of all income accrued by the Pool on that Valuation Day including, without limitation, cash dividends and distributions, interest and compensation; less the Common Expenses to be accrued by the Pool on that Valuation Day; plus or minus any change in the value of any non-portfolio assets or liabilities stated in any foreign currency, including, without limitation, cash, accrued dividends or interest, any receivables or payables; plus or minus any gain or loss resulting from transfers of currencies; and plus or minus any other items determined by the Trustee to be relevant in determining Net Change in Non Portfolio Assets, all in respect of that Valuation Day;
- (p) **“Net Portfolio Transactions”** in respect of a Pool means, at the Valuation Time on any Valuation Day, the impact of portfolio transactions in respect of that Valuation Day on the Pool, including without limitation, portfolio transactions which occurred on a preceding Valuation Day but which were not reflected in the Net Asset Value of the Pool on the preceding Valuation Day, and the adjustments to the assets as a result of a stock dividend, stock split or other corporate action;
- (q) **“NI 81-102”** means National Instrument 81-102 – Investment Funds, of the Canadian Securities Administrators, as the same may be amended and/or restated from time to time;
- (r) **“NI 81-107”** means National Instrument 81-107 – Independent Review Committee for Investment Funds, of the Canadian Securities Administrators, as the same may be amended and/or restated from time to time;

- (s) **“Offering Documents”** means the simplified prospectus and annual information form of a Pool or such other documents under which Units of the Pool are required to be offered under applicable law;
- (t) **“Other Fund Costs”** means the operating expenses of a Pool or a Series of a Pool, as applicable, that are paid directly by a Pool or a Series of a Pool, including costs and expenses related to the IRC, the cost of government or regulatory requirements introduced after July 1, 2009 and any borrowing costs;
- (u) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- (v) **“Pool”** means an RBC Private Pool created and/or governed hereunder from time to time and **“Pools”** shall have the corresponding plural meaning;
- (w) **“Pool Property”** means:
 - (i) all moneys, securities, property, assets and investments paid or transferred to and accepted by or in any manner acquired by the Trustee in respect of a Pool and held by the Trustee on the trusts herein declared;
 - (ii) all income which may hereafter be accumulated under the powers herein contained in respect of a Pool; and
 - (iii) all moneys, securities, property, assets or investments substituted for or representing all or any part of the foregoing in respect of a Pool;
- (x) **“Previous Day”** has the meaning set out in Section 6.1;
- (y) **“Record Date for Distribution”** means the date which shall be established from time to time pursuant to Section 7.6;

- (z) **“Register”** means the register or registers established and maintained pursuant to Section 5.1;
- (aa) **“Relevant Day”** has the meaning set out in Section 6.1;
- (bb) **“Securities Authorities”** means the Ontario Securities Commission and equivalent regulatory authorities in each province and territory of Canada in which the Units are distributed;
- (cc) **“Securities Legislation”** means the laws, regulations, rules, and policies of the Securities Authorities which are applicable to a Pool;
- (dd) **“Series”** means any one of the series of the Units of a Pool described in Subsections 3.5(e) hereof or such other series of Units of the Pool as may be established by the Trustee in accordance with the provisions hereof from time to time;
- (ee) **“Series F Units”** means the Series F Units of a Pool;
- (ff) **“Series I Units”** means the Series I Units of a Pool;
- (gg) **“Series O Units”** means the Series O Units of a Pool;
- (hh) **“Series T Units”** means the Series T Units of a Pool;
- (ii) **“Series Z Units”** means the Series Z Units of a Pool;
- (jj) **“Series Expenses”** means, in respect of any particular Series of a Pool, the fees and Other Fund Costs of a Pool that are charged specifically to that Series;
- (kk) **“Series Net Asset Value”** means, in respect of any particular Series of a Pool, the net asset value of such Series determined in the manner set out in Section 6.1;
- (ll) **“Series Net Asset Value per Unit”** means, in respect of any particular Series of a Pool, the Series Net Asset Value in effect at that time divided by the number of Units of that Series outstanding at such time;

- (mm) **“Supplement”** means a supplemental indenture amending or supplementing the provisions of this Declaration of Trust, including, as provided in Section 2.2, for the purpose of constituting a Pool, or describing the attributes of an existing Pool;
- (nn) **“Tax Act”** means the *Income Tax Act* (Canada) and the income tax regulations thereunder;
- (oo) **“Taxation Year”** means the calendar year or such other fiscal period as the Trustee is permitted to and has adopted or does adopt as the taxation year of a Pool for the purposes of the Tax Act, and in the case of a short taxation year shall mean the fiscal period constituting such short taxation year;
- (pp) **“Trustee”** means RBC Global Asset Management Inc., and its successors and assigns;
- (qq) **“Unit”** means a unit of interest in a Pool as provided for hereunder and includes a fraction thereof;
- (rr) **“Unitholder”** means a Person whose name appears on the Register as a holder of Units in a Pool;
- (ss) **“Valuation Day”** for a Pool means every Business Day; and
- (tt) **“Valuation Time”** means the particular time on a Valuation Day as of which the Trustee, in its discretion, determines the Net Asset Value of a Pool and the Series Net Asset Value of a Pool.

1.2 Article and Section Headings

The division of this Declaration of Trust into Articles and Sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Declaration of Trust.

1.3 Gender and Number

Words importing the singular number include the plural, and vice versa; words importing the masculine or neutral gender include the feminine gender; and words importing individuals

include partnerships, associations, bodies corporate, trustees, executors and legal representatives, and vice versa.

1.4 Statute References

Any reference herein to a statute, regulations or rules promulgated thereunder shall be deemed to be a reference to such statute, regulations or rules as amended, re-enacted or replaced from time to time and reference to specific parts, paragraphs or sections thereof shall include all amendments, re-enactments or replacements.

1.5 Currency

All monetary references in this Declaration of Trust are to Canadian dollars unless otherwise stated.

1.6 Invalidity of Provisions

Each of the provisions hereof is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Declaration of Trust invalid or unenforceable in any respect.

1.7 Governing Law

This Declaration of Trust shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 2 THE POOLS

2.1 RBC Private Pools

The name of the mutual fund trusts, collectively, governed by this Declaration of Trust shall be the “**RBC Private Pools**”. Each Pool shall be individually named and insofar as may be practicable, the Trustee shall conduct each Pool’s activities, execute all documents and sue or be sued under the name of the Pool, which name and the word “**Pool**” wherever used in this

Declaration of Trust, except where the context otherwise requires, shall refer to the Trustee, as trustee thereof and not individually or personally and shall not refer to the officers, agents or employees of the Trustee or to the Unitholders of the Pool. Should the Trustee determine that the use of any such name is not practicable, legal or convenient, it may use such other name for a Pool as it deems proper and the Pool may hold property and conduct its activities under such designation or name.

2.2 Establishment of Pools

The Trustee may from time to time establish and designate one or more Pools to be governed hereby by:

- (a) executing a Supplement to this Declaration of Trust setting forth the name of the Pool, the investment policy and restrictions, the Valuation Date, the compensation payable, frequency of distributions and such other matters as the Trustee may determine; and
- (b) carrying out all additional procedures necessary to qualify the Units of such Pool for distribution.

In the event of any inconsistency between the provisions of the Declaration of Trust and a Supplement, the Supplement shall govern.

2.3 Nature of the Pools

Each Pool shall be a separate open-end unincorporated mutual fund trust, and, except as otherwise provided in a Supplement, the Pool Property of each Pool shall be segregated and not commingled with the Pool Property of the other Pools. Each Pool shall be governed by this Declaration of Trust and the Supplement applicable to it. No Pool is intended to be, nor shall any Pool be deemed to be or be treated as a general partnership, limited partnership, joint venture, syndicate, corporation or joint stock company. The Trustee shall not be nor be deemed to be the agent of the Unitholders. The beneficial interest of a Unitholder in a Pool shall be limited to the right to participate to the extent of the Unitholder's proportionate share of distributions as provided for herein (including the proceeds of liquidation of Pool Property upon termination of a Pool) and the right to have Units redeemed in accordance with the provisions

hereof and the applicable constituting Supplement. No Unitholder shall have or be deemed to have legal title or ownership in the Pool Property.

2.4 Activity of Pool

Notwithstanding any other provision of this Declaration of Trust, the only undertaking of a Pool shall be the investment of its assets. Subject as otherwise specifically set out in this Declaration of Trust or in the applicable Supplement, the Trustee shall be responsible for all matters pertaining to a Pool including those relating to the management of the Pool, the investment of the Pool Property and the offering of Units of the Pool in compliance with applicable Securities Legislation.

2.5 Investment Objective

The investment objective of a Pool shall be established by the Trustee and set forth in the Supplement applicable to the Pool.

2.6 Investment Restrictions

The investment activities of a Pool shall not be in any way restricted by the provisions of the laws of any jurisdiction limiting or purporting to limit investments which may be made by trustees but shall be limited by any investment restrictions contained in the Supplement and applicable Securities Legislation to which the Pool is subject.

2.7 Head Office

The head office and the principal office of each Pool shall be in Toronto, Ontario, at the head office of the Trustee.

ARTICLE 3

UNITS AND UNITHOLDER MATTERS

3.1 Units

Each Pool may issue one class of Units issuable in an unlimited number of Series and an unlimited number of Units of each Series.

3.2 Fractional Units

Fractional Units of a Series may be issued and shall have attached thereto the rights, restrictions, conditions and limitations attaching to whole Units of that Series of a Pool in the proportion that they bear to a whole Unit of that Series.

3.3 Minimum Subscription

The offering price of the first Unit of a Pool to be issued shall be the dollar amount determined at the discretion of the Trustee. The Trustee may from time to time fix a minimum amount of initial subscriptions for Units and a minimum amount for subsequent subscriptions for Units.

3.4 Issue of Units

- (a) No Units of a Pool shall be issued other than as fully paid. There shall be no liability to future calls or assessment with respect to the Units of a Pool.
- (b) The price of each whole Unit of a particular Series of a Pool shall be the Series Net Asset Value per Unit as of the next Valuation Time following receipt of a subscription request or following declaration of a distribution and the price of each fractional Unit of a Series shall be the proportionate part of such price, provided that the Trustee may establish a time of day by which subscription requests must be received by the Trustee in order to be implemented at the applicable Series Net Asset Value per Unit determined at the next Valuation Time. Subscription requests received after the time established by the Trustee shall be implemented at the applicable Series Net Asset Value per Unit determined at the Valuation Time on the next Valuation Day. Within three Business Days following each Valuation Day of a Pool, the Trustee shall issue to Unitholders of the Pool whose subscription requests have been implemented on such Valuation Day, the Units of the Series subscribed for by them at the Series Net Asset Value per Unit determined hereunder on such Valuation Day and amounts equal to the aggregate Series Net Asset Value of the Units so issued shall be paid into such Pool.
- (c) The Trustee may require an investor to pay to a Pool in respect of an acquisition of Units, an amount to compensate the Pool for the brokerage fees and other costs

related to the investment by the Pool of the proceeds from the acquisition and in such event the Trustee shall be entitled to add such amount to the price of the Units established pursuant to paragraph (b) above.

- (d) The Trustee reserves the right, in its sole discretion, to accept or reject subscriptions in whole or in part and thereby restrict the number of Units of a Series of a Pool that may be purchased for beneficial ownership by any Person. The decision of the Trustee to accept or reject a subscription or part thereof will be exercised within one Business Day. In the case of the rejection of a subscription, or part thereof, a corresponding portion of the moneys received with the subscription will be refunded to the subscriber immediately.

3.5 Unit Attributes

The Units of a Pool shall have the following characteristics:

- (a) a Unit within a particular Series of a Pool shall entitle the holder thereof to participate rateably with each other Unit of such Series, in accordance with the provisions of this Declaration of Trust and the relevant Supplement, in the distribution of net income and net realized capital gains of such Pool to the Unitholders of such Series of Units and, on liquidation, in the distribution of the Pool Property remaining after satisfaction of outstanding liabilities to the Unitholders of such Series;
- (b) there shall be no transfer, cancellation, surrender or redemption provisions attaching to Units of any Series of a Pool except as set out herein;
- (c) there shall be no voting rights other than as required under applicable Securities Legislation;
- (d) each Series of a Pool shall be designated and shall have the features and characteristics determined by the Trustee from time to time and disclosed herein, in the Supplement of the Pool and in the Offering Documents of the Pool, including, without limitation, the nature and amount of any fees or charges to be borne by investors in a Series and the Series eligibility requirements. The Trustee

shall be authorized to make such amendments to this Declaration of Trust and to any Supplement as it, in its sole discretion, deems necessary to reflect the creation of any additional Series of Units without having to provide Unitholders with notice of such amendments. For greater certainty, Unitholders of all Series of Units of a Pool shall be beneficiaries of a single trust, the Pool;

- (e) each Pool has and shall have five Series of Units known as Series O Units, Series F Units, Series I Units, Series T Units and Series Z Units; and
- (f) the Trustee, in its discretion, shall determine who shall be entitled to hold Units of a particular Series of a Pool. At the option of the Trustee, Units may be redesignated as Units of any other Series of the Pool based on the applicable Series Net Asset Value per Unit for each of the two Series on the date of the redesignation. For greater certainty, Units of a Pool redesignated as Units of another Series of the Pool are not thereby redeemed or cancelled and the Unitholder holding such redesignated Units shall receive no proceeds of disposition.

3.6 Consolidation and Subdivision

The Trustee may at any time or times, in its discretion, and without notice to Unitholders, consolidate or subdivide the Units of any Series of a Pool, whereupon each Unit shall stand subdivided or consolidated accordingly, provided that the proportionate interest of any unitholder in the Pool shall not be increased or decreased by reason of any such subdivision or consolidation of Units. All Units outstanding, immediately after the issue of Units to Unitholders under Section 7.8 shall immediately and automatically be consolidated. For greater certainty, any subdivision or consolidation carried out pursuant to this Section 3.6 shall be on the same basis and at the same time for all Units of a Series.

3.7 Status of Unitholders of a Pool

The ownership of all Pool Property of every description and the right to conduct the affairs of the Pool are vested exclusively in the Trustee and the Unitholders of a Pool shall have no interest other than the beneficial interest in such Pool provided for in Section 2.3 of this Declaration of Trust, and Unitholders shall have no right to call for any partition or division of any portion of

the Pool Property of such Pool nor shall they be called upon to share or assume any losses of such Pool or suffer any assessment or further payments to such Pool or the Trustee of any kind by virtue of their ownership of Units of such Pool.

3.8 Liability of Unitholders

No Unitholder of a Pool shall be held to have any personal liability as such and no resort shall be had to his or her private property for satisfaction of any obligation or claim arising out of or in connection with any contract or obligation of such Pool or the Trustee or any obligation which a Unitholder would otherwise have to indemnify the Trustee for any personal liability incurred by the Trustee as such, but rather the assets of such Pool only are intended to be liable and subject to levy or execution for such satisfaction.

3.9 Action by Unitholder

Whenever this Declaration of Trust requires action by a Unitholder in connection with the purchase, transfer or redemption of Units, the entry of the ownership of Units on the Register, or the provision of instructions relating to distributions received or to be received from a Pool, no such action need be taken personally by the Unitholder if such Unitholder by contract retained the Trustee or any of its Affiliates or such other Persons as the Trustee may determine as the Unitholder's agent and such Unitholder shall be deemed to have appointed the Trustee or such Affiliate or such other Person as his attorney with full discretion to take any such action.

ARTICLE 4

REDEMPTION AND TRANSFER OF UNITS

4.1 Redemption by Unitholder

Subject to Section 4.6, each Unitholder of a Pool shall be entitled at any time to make a redemption request in the form and manner prescribed by the Trustee from time to time, requiring the Trustee to redeem all or any part of the Units of any Series of such Pool held by such Unitholder. A redemption request shall be implemented at the applicable Series Net Asset Value per Unit of a Pool at the next Valuation Time following receipt of the redemption request by the Trustee (or the Valuation Time on such later Valuation Day as may be specified in the request).

The Trustee may from time to time provide that a redemption fee, short-term trading fee or other fee may be charged with respect to the redemption of any Units of a Pool. The amount of any such fee, the terms of its application and the person to whom it is payable shall be determined by the Trustee and described in any offering document of the Pool. The Trustee may from time to time change such fee and/or the terms of its application and/or the person to whom it is payable provided that the change is reflected in the offering document of the Pool.

Any applicable redemption fee, short-term trading fee or other fee shall be deducted from the Series Net Asset Value per Unit payable on the redemption.

4.2 Redemption at the Demand of the Trustee

Where a Unitholder holds, or following a redemption pursuant to Section 4.1 would hold, Units of a Pool, including Units of any Series of Units of that Pool held by the Unitholder, having an aggregate net asset value that is less than an amount specified from time to time by the Trustee for this purpose, the Trustee may, in its discretion, require such Unitholder to redeem all of such Units after giving the Unitholder 30 days' notice of such requirement to redeem. A Unitholder who receives such notice shall be entitled to subscribe for additional Units, subject to the terms and conditions of the Series of Units, prior to the proposed date for redemption in order to increase the aggregate net asset value of the Unitholder's Units to the amount specified by the Trustee. The date of redemption pursuant to this Section shall be on the next Valuation Day following expiry of the foregoing notice period and such redemption shall be implemented at the applicable Series Net Asset Value per Unit of such Pool at the Valuation Time on that Valuation Day.

Where the Trustee has notice that a Unitholder of a Pool is not or has ceased to be a resident of Canada, for purposes of the Tax Act, or is or has become a "designated beneficiary" as defined in Part XII.2 of the Tax Act, or where a Unitholder is or becomes a citizen or resident of the United States or a resident of any other foreign country, the Trustee shall be entitled, at any time and from time to time, at its discretion, to compulsorily cause to be withdrawn all or any part of the Units held by any such Unitholder if such holding has the potential to cause adverse regulatory or tax consequences for a Pool or other Unitholder of a Pool, on such terms and conditions as the Trustee may, from time to time, determine, at its discretion, which redemption shall be implemented at the applicable Series Net Asset Value per Unit of such Pool at the

Valuation Time on the next Valuation Day, and, if all of a Unitholder's Units of a Pool are compulsorily withdrawn, all undistributed net income and net realized capital gains of the Pool credited or made payable in respect of such Units prior to the Valuation Day of withdrawal and any other unpaid distributions which have been credited or made payable thereon prior to the Valuation Day of withdrawal. For greater certainty, any amount required to be paid to a Unitholder pursuant to this third paragraph of Section 4.2 shall be considered to have been fully paid to a Unitholder where the Trustee has paid the Unitholder such amount net of taxes required to be withheld under the laws of the United States or any other foreign country.

4.3 Redemption Price

Subject to Section 4.2, the redemption price of each whole Unit of a particular Series of a Pool shall be the Series Net Asset Value per Unit as of the next Valuation Time following receipt of a redemption request and the price of each fractional Unit of a Series shall be the proportionate part of such price, provided that the Trustee may establish a time of day by which redemption requests must be received by the Trustee in order to be implemented at the applicable Series Net Asset Value per Unit determined at the next Valuation Time. Redemption requests received after the time established by the Trustee shall be implemented at the applicable Series Net Asset Value per Unit determined at the Valuation Time on the next Valuation Day.

4.4 Manner of Payment

The Trustee shall, as soon as practical after the Valuation Day as of which the valuation is made but in any event no later than three Business Days thereafter, as provided in Section 4.1, arrange for the payment of an amount equal to the Series Net Asset Value per Unit of the relevant Pool, together with the proportionate share attributable to such Units of any distribution which has been declared as of a Record Date for Distribution that is on or prior to the relevant Valuation Day, and less any redemption or other fees payable by the Unitholder. Following the redemption of the Units being redeemed, the Unitholder shall thereafter cease to have any further rights with respect to such Units and upon payment of the redemption proceeds (less any amount required to be withheld) determined in accordance with this Section, the Trustee and such Pool shall be discharged from all liability to the Unitholder with respect to the Units so redeemed and the amount so paid.

To the extent assets must be sold to pay the redemption price in cash, the redeeming Unitholder may be required to reimburse the relevant Pool for brokerage fees and other costs of disposition and in such event, the Trustee shall be entitled to deduct the amount of such reimbursement from the Series Net Asset Value per Unit payable to such redeeming Unitholder. The Trustee shall arrange for the payment of the amount for the Units being redeemed to be credited in the relevant amount in Canadian currency or in such other currency as may be stipulated by the Supplement for such Pool determined in accordance with this Article (less any amount required to be withheld) to the Unitholder's account or as the Unitholder may in writing direct or in such other manner as requested by the Unitholder and acceptable to the Trustee.

The Trustee may pay the redemption price *in specie*. If payment *in specie* is made pursuant to this Section, the assets to be transferred shall be selected from all the Pool Property on a *pro rata* basis determined with reference to the number of Units of the relevant Pool outstanding on the date of redemption; and further provided that where the effect of such *pro rata* selection would be to split up board lots, the Trustee, acting in a reasonable manner, shall have the discretion to round off particular securities, bills, notes or other instruments. The Trustee shall execute such instruments as may be necessary to transfer such assets to the redeeming Unitholder.

4.5 Joint Holders

Where Units are registered in more than one name and redemption is requested, the redemption monies or payment in specie shall be deemed to be owed to the holders of such Units upon joint account and may be paid to both or either of such registered holders and the payment to and/or receipt of either of such registered holders shall constitute a valid discharge to the relevant Pool and the Trustee for the amount so paid.

4.6 Suspension of Redemption Right

Notwithstanding the provisions of Section 4.1, the Trustee may suspend or postpone a Unitholder's right of redemption for the whole or part of any period:

- (a) with the consent of the securities regulatory authority in the province in which is located the principal office from which the Pool is managed for any period during which the Trustee determines that conditions exist which render impractical the

sale of the Pool Property or which impair the ability of the Trustee to determine the value of the Pool Property; or

- (b) during any period when normal trading is suspended on any stock exchange or market on which securities are listed and/or trade which represent more than 50% of the value or underlying market exposure of the Pool Property and if securities are not traded on any other exchange that represents a reasonable practical alternative for the Pool.

No subscriptions for the purchase of Units of a Pool shall be accepted during any period when the right of redemption is suspended.

The suspension may, at the discretion of the Trustee, apply to all requests for redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders of a Pool making such requests shall (unless the suspension lasts for less than 48 hours) be advised by the Trustee within 10 days of such suspension of the suspension and that the redemption will be effected on the basis of the Series Net Asset Value per Unit of such Pool determined on the first Valuation Day following the termination of the suspension. All such Unitholders shall have, and shall (unless the suspension lasts for less than 48 hours) be advised that they have the right to withdraw their requests for redemption.

The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. Subject to applicable Securities Legislation, if any, any declaration of suspension made by the Trustee shall be conclusive.

4.7 Partial Redemption Permitted

The Trustee may cause payment to be made for some of the Units of a Pool for which redemption has been requested by Unitholders and delay or suspend the redemption of the remaining Units of such Pool of such Unitholders in accordance with the provisions of Section 4.6 and subject to the limitations therein contained. Any such partial redemption shall be *pro rata* according to the number of Units of such Pool held by each such Unitholder. Upon making such *pro rata* payments, the appropriate number of Units held by each such Unitholder shall be

deducted from his holdings recorded on the Register of such Pool and his remaining Units shall remain recorded thereon.

4.8 Determination of Distribution

The Trustee, in its discretion may determine what, if any, portion of amounts paid to a Unitholder on a redemption of Units will be treated as an amount paid or payable to the Unitholder out of the net income or the net realized capital gains of the Pool for the Taxation Year in which the redemption occurs rather than being treated as proceeds of redemption of the Units so redeemed. Any such determination by the Trustee shall be reflected in the information provided to Unitholders by the Trustee pursuant to Section 8.6.

ARTICLE 5 UNIT REGISTER

5.1 Unit Register

The Trustee shall establish and maintain, or cause to be established and maintained by a registrar, a register (the “**Register**”) for each Series of a Pool and shall record or cause to be recorded therein, as the case may be, the names and latest known addresses of, and the number and Series of Units issued to or withdrawn by, Unitholders of each such Series of a Pool, the number and Series of Units of the Pool then held by each Unitholder in the Pool, as well as the date and details of each issue and redemption of Units and each distribution of the Pool. On any subdivision or consolidation of Units of a Series of a Pool, the Register shall be amended to reflect the number of Units held by each Unitholder by reason of such subdivision or consolidation. Such records shall be available at the offices of the Trustee in the City of Toronto, Ontario.

5.2 Entry on Register

Upon any issue of Units, the name of the Unitholder to whom the Units have been issued or such name as the Unitholder may direct shall be promptly entered on the Register of the relevant Series of a Pool as the holder of the number of Units so issued, or if the Unitholder is already a Unitholder, the Register shall be amended to include the Unitholder’s additional Units.

5.3 Effect of Registration

The Trustee shall for all purposes be entitled to treat the Unitholder in whose name any Units are registered as the absolute owner thereof, any notice to the contrary notwithstanding. The Trustee shall not be charged with notice of or be bound to see to the execution of any trust, whether express, implied or constructive, in respect of any Unit and may deal with any Unit on the direction of the registered holder thereof, whether named as trustee or otherwise as though that Person were the sole beneficial owner thereof. Only Unitholders whose Units are recorded on the Register shall be entitled to notice or to receive distributions or otherwise exercise or enjoy the rights of Unitholders of the relevant Pool.

5.4 Issuance of Certificates

No certificates evidencing ownership of Units of any Pool will be issued to a Unitholder.

5.5 Death of a Unitholder

In the event of the death of a Unitholder, the Units of such deceased Unitholder shall, upon the Trustee being advised in writing of the death of such Unitholder, not be dealt with until directions to redeem or transfer in a form satisfactory to the Trustee, including directions as to the payment of any applicable taxes (or a release therefrom), are received from the executor, administrator, survivor, successor or personal representative, as the case may be, of such Unitholder, whereupon the Units will be processed through the registrar. Notwithstanding the foregoing, until such directions are received, the Unitholder of record shall be deemed to be the holder of such Units for all purposes hereof and the Trustee shall incur no liability to any Person of any nature whatsoever by reason only that such Units shall not be redeemed until such directions are so received, and in particular, by reason that the Series Net Asset Value per Unit of the Units for purposes of redemption is calculated on the day when actual redemption occurs and not on the day when notice of death was received by the Trustee. The death of a Unitholder during the continuance of a Pool shall not terminate this Declaration of Trust and the relevant Supplement nor give any such deceased Unitholder's legal representatives a right to an accounting or to take any action in the courts or otherwise against other Unitholders or the Trustee, or the securities, monies or other Pool Property, but shall simply entitle the legal

representatives of any such deceased Unitholder to succeed to all rights of the deceased Unitholder under this Declaration of Trust.

5.6 Transfer of Units

Except in the case of a merger of Pools or as contemplated by Section 3.10, Units shall be transferable only on the Register to a Person by the registered holder of such Units or other legal representative or representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the registrar upon compliance with such reasonable requirements as the registrar and/or the Trustee may prescribe. A Unitholder may assign Units to a lender which is a financial institution or securities dealer as security, upon presentation at any office aforesaid of a properly executed assignment in such form as may be prescribed by the Trustee from time to time. The written authorization of an executor, administrator, committee of a mentally incompetent person, guardian or trustee who is registered on the Register of a Pool as holding Units in such capacity shall constitute sufficient justification for the registrar to register a transfer of such Units, including a transfer into the name of such executor, administrator, committee of a mentally incompetent person, guardian or trustee.

5.7 Signatures

The Trustee may require that the signature of any Unitholder to any document required to be signed by the Unitholder under or in connection with this Declaration of Trust be guaranteed by a Canadian chartered bank, trust company or registered dealer acceptable to the Trustee or otherwise be authenticated to the Trustee's reasonable satisfaction.

5.8 Trustee May Hold Units

Except as otherwise provided herein, the Trustee, or any Affiliate of the Trustee may be a Unitholder, for its own account, or as trustee, nominee or agent for another Person.

ARTICLE 6
VALUATION OF THE TRUST

6.1 Net Asset Value of a Pool

- (a) The net asset value of a Pool (the “**Net Asset Value**”), as of the Valuation Time on each Valuation Day, shall be determined by valuing, in accordance with the rules applicable thereto as hereinafter set forth or as set forth in the Supplement pertaining to the Pool, the investments held in the Pool, and adding the value of any other Pool Property as of that Valuation Time, less an amount equal to the total liabilities of such Pool as of that Valuation Time. The Net Asset Value shall be determined in Canadian currency unless otherwise stipulated in the relevant Supplement and, in addition, may be determined in such other currency as the Trustee may, in its discretion, determine.

- (b) The Series Net Asset Value of any Series of Units of a Pool, as of any Valuation Day (the “**Relevant Day**”) shall be equal to:
 - (i) the Series Net Asset Value calculated in respect of that Series on the immediately preceding Valuation Day (the “**Previous Day**”);
 - (ii) plus or minus that Series’ proportionate share of Net Change in Non Portfolio Assets determined in respect of the Relevant Day;
 - (iii) plus or minus that Series’ proportionate share of Net Portfolio Transactions determined in respect of the Relevant Day;
 - (iv) plus the increase in such Pool’s assets due to Unit contributions or reclassifications from another Series of Units of the same Pool into Units of that Series;
 - (v) minus the decrease in such Pool’s assets due to redemptions, or reclassifications of Units of that Series into Units of another Series of the same Pool;

- (vi) minus additional Series Expenses in respect of that Series recorded by the Pool on the Relevant Day and that Series' share of any additional Common Expenses recorded by the Pool on the Relevant Day;
- (vii) minus any amounts payable to Unitholders of record of that Series on the Relevant Day by way of distributions to all holders of Units of that Series whether or not paid on such Relevant Day; and
- (viii) plus or minus that Series' proportionate share of market appreciation or depreciation (excluding any impact due to foreign exchange gains or losses) of the portfolio assets of such Pool on the Relevant Day from the Previous Day.

The Series Net Asset Value, as thus determined, shall be divided by the number of outstanding Units of the Series of the Pool at the Valuation Time on the Relevant Day to ascertain the Series Net Asset Value per Unit.

- (c) The Net Asset Value of a Pool and any Series Net Asset Value established at any time and from time to time by or under the authority of the Trustee in accordance with this Declaration of Trust shall be conclusive and binding upon all Unitholders, including former Unitholders who shall be bound by the Net Asset Value of a Pool and any Series Net Asset Value determined at the time at which such Unitholders redeemed Units.
- (d) For the purposes of determining the Net Asset Value of a Pool and any Series Net Asset Value, the Pool Property shall include:
 - (i) all cash or its equivalent, including cash of other countries, on hand, on deposit or on call including any interest accrued thereon;
 - (ii) all bills and demand notes, accounts receivable and prepaid expenses;
 - (iii) all debt obligations, time notes, shares, subscription rights and other securities owned or contracted for by such Pool;

- (iv) all stock and cash dividends and cash distributions to be received by such Pool and declared to securityholders of record on a date before the date as of which the Net Asset Value and Series Net Asset Value is being determined;
 - (v) all interest accrued on any fixed interest-bearing securities owned by such Pool (except interest accrued on securities in default which is included in the quoted price);
 - (vi) all futures contracts, options, listed warrants, currency contracts, mortgages and derivatives; and
 - (vii) all other property of every kind and nature.
- (e) The value of the Pool Property shall be determined in accordance with the valuation rules set out in NI 81-102 and the following valuation rules; in the event of an inconsistency between a valuation rule set out in NI 81-102 and those set out herein, the rule set out in NI 81-102 shall prevail:
- (i) the value of any cash on hand, on deposit or on call, bills, demand notes, accounts receivable, prepaid expenses, cash dividends received (or to be received if declared to shareholders of record on a date before the date as of which the Net Asset Value and Series Net Asset Value is being determined), and interest accrued and not yet received, shall be deemed to be the full amount thereof, unless the Trustee has determined that any such deposit, bill, demand note, account receivable, prepaid expense, cash dividend received or receivable or interest is not worth the full amount thereof, in which event the value thereof shall be deemed to be such value as the Trustee determines to be the reasonable approximation of fair value thereof;
 - (ii) daylight loans, money market instruments and other similar notes or obligations shall be valued by adjusting their cost of acquisition by a constant amortization to maturity of any discount or premium;

- (iii) the value of any security which is listed or dealt with on a stock exchange or exchanges shall be determined by taking the latest available sale price or, if no sales price is available, then the Trustee may take the average between the bid and asked quotations on the Valuation Day at such times as the Trustee determines, or if, in the opinion of the Trustee, stock exchange or over-the-counter quotations do not properly reflect the prices which would be received upon the disposal of securities necessary to effect any redemption of Units, the Trustee may place such value upon such securities as appears to the Trustee to most closely reflect the fair value of such securities;
- (iv) the value of any security, the resale of which is restricted or limited by reason of any representation, undertaking or agreement by such Pool or by such Pool's predecessor in title, shall be the lesser of:
 - (A) the value thereof based on reported quotations in common use, and
 - (B) that percentage of the market value of securities of the same class, the resale of which is not restricted or limited by reason of any representation, undertaking or agreement, equal to the percentage that such Pool's acquisition cost was of the market value of such securities at the time of acquisition, provided that a gradual taking into account of the actual value of the securities may be made when the date on which the restrictions will be lifted is known;
- (v) bonds, debentures and other debt obligations shall be valued by taking the average of the most recently available bid and asked quotations at the Valuation Time on the Valuation Day as the Trustee in its discretion deems appropriate;
- (vi) long positions in clearing corporation options, options on futures contracts, over-the-counter options, debt-like securities and listed warrants shall be valued at their respective current market values;

- (vii) the value of any clearing corporation option, option on futures or over-the-counter option shall be its current market value, determined in accordance with the principles herein set out; provided that
 - (A) where a covered clearing corporation option is written, the premium received shall be reflected as a deferred credit which shall be valued at an amount equal to the current market value of the clearing corporation option, option on futures or over-the-counter option that would have the effect of closing the position;
 - (B) any difference resulting from revaluation shall be treated as an unrealized gain or loss on investment;
 - (C) the deferred credit shall be deducted in arriving at the Net Asset Value of such Pool; and
 - (D) the securities which are the subject of a written clearing corporation option, option on futures or over-the-counter option shall be valued at their current market value;
- (viii) futures contracts or forward contracts shall be valued at an amount equal to the gain or loss with respect thereto that would be realized if, at the Valuation Time, the position in such a contract were to be closed out unless "daily limits" are in effect, in which case the value shall be based on the current market value of the underlying interest. Margin paid or deposited in respect of such contracts shall be reflected as an account receivable and margin consisting of assets other than cash shall be noted as held for margin;
- (ix) forward currency contracts and currency futures contracts shall be valued on a marked to market basis on the Valuation Day based on reported quotations in common use provided cash is to be settled on maturity of the contracts;

- (x) other derivatives shall be valued in the manner which the Trustee reasonably determines to represent their fair market value;
 - (xi) all mortgages shall be valued at the principal amounts which would produce yields equal to the prevailing rates of return for mortgage loans of similar type and terms. In calculating the yield, the term of the mortgages (including mortgages in arrears) is assumed to be the remaining term to maturity. In the case of mortgages insured under the *National Housing Act* (Canada), such mortgages shall be valued at market value;
 - (xii) the value of any security or other property for which no price quotations are available as above provided, shall be the market value thereof determined from time to time in such manner as the Trustee shall from time to time decide; and
 - (xiii) if any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Trustee to be inappropriate under the circumstances, then notwithstanding the foregoing rules, the Trustee shall make such valuation as it considers fair and reasonable in the circumstances.
- (f) The liabilities of a Pool shall be deemed to include:
- (i) all bills and accounts payable;
 - (ii) all administrative expenses payable and/or accrued;
 - (iii) all contractual obligations for the payment of money or property, including the amount of any unpaid distribution credited to the Unitholders on or before the day as of which the Net Asset Value and Series Net Asset Value of such Pool is being determined;
 - (iv) all allowances authorized or approved by the Trustee for taxes or contingencies; and

- (v) all other liabilities of such Pool of whatever kind and nature, except liabilities represented by outstanding Units.

6.2 Valuation Rules

For the purposes of determining the Net Asset Value or the Series Net Asset Value of a Pool:

- (a) Units of such Pool subscribed for shall be reflected in the computation of Net Asset Value or Series Net Asset Value of such Pool not later than the next computation of Net Asset Value or Series Net Asset Value of such Pool made after the time at which the Net Asset Value or Series Net Asset Value of such Pool is determined to implement the subscription and the amount received or receivable by such Pool therefor shall be deemed to be an asset of such Pool after that time.
- (b) Units of such Pool, an application for redemption of which has been received by or on behalf of the Pool on a Business Day, shall be deemed to be outstanding until (but not including and not after) the Valuation Time on the Valuation Day on which the Net Asset Value or Series Net Asset Value of such Pool is calculated to implement the redemption and thereafter, until paid, the redemption price shall be deemed to be a liability of such Pool.
- (c) The value of all assets of such Pool valued in terms of, and liabilities payable in, a currency other than the currency in which the Net Asset Value or Series Net Asset Value of such Pool is to be calculated, shall be translated to the currency in which the Net Asset Value or Series Net Asset Value of such Pool is to be calculated by applying the rate of exchange obtained from the best available sources to the Trustee, including but not limited to the Trustee or any of its Affiliates, or, if such rate of exchange is not then available, by applying such rate of exchange as the Trustee may determine.
- (d) Each purchase or sale of an investment of such Pool shall be reflected in the computation of Net Asset Value or Series Net Asset Value of such Pool as at a date not later than the first computation of such Net Asset Value or Series Net Asset Value of such Pool made after such purchase or sale becomes binding.

- (e) All expenses or liabilities of the Pool shall be calculated on an accrual basis.
- (f) The number of outstanding Units at the Valuation Time shall be determined without regard to reinvestments of net income, net realized capital gains or other distributions payable to Unitholders to be implemented following the Valuation Time or to subscriptions to or redemptions from the Pool to be implemented following the Valuation Time.

6.3 Valuation Day

The Net Asset Value of a Pool and each Series Net Asset Value shall be determined as of the close of business on the day on which the first Unit of a Series of a Pool is issued and thereafter at the Valuation Time on each Valuation Day, provided that there shall be no obligation to determine the Net Asset Value of such Pool and each Series Net Asset Value during any period in which the right of redemption has been suspended pursuant to Section 4.6. The Net Asset Value of a Pool and each Series Net Asset Value determined at a Valuation Time shall remain in effect until the next time the Net Asset Value of such Pool and each Series Net Asset Value is determined. The Net Asset Value of a Pool and each Series Net Asset Value may be determined by the Trustee or by such persons as the Trustee may retain.

ARTICLE 7

DISTRIBUTIONS OF INCOME AND CAPITAL GAINS

7.1 Computation of Income

The net income or loss of a Pool for any Taxation Year shall be computed in accordance with the provisions of the Tax Act (other than paragraph 82(1)(b) and Subsection 104(6) thereof) regarding the calculation of net income of a trust, taking into account such adjustments thereto as are determined by the Trustee in respect of dividends received from taxable Canadian corporations, amounts paid or payable by such Pool to Unitholders and such other amounts in the discretion of the Trustee, provided, however that capital gains and capital losses (as defined in the Tax Act) shall be excluded.

7.2 Computation of Net Realized Capital Gains

The net realized capital gains of a Pool for any Taxation Year shall be determined as the amount, if any, by which the aggregate of the capital gains realized by such Pool in the Taxation Year exceeds the aggregate of the capital losses realized by such Pool in the Taxation Year and the amount determined by the Trustee in respect of any net capital losses realized for prior years which such Pool is permitted by the Tax Act to deduct in computing its taxable income for the Taxation Year.

7.3 Distributions of Net Income and Net Realized Capital Gains

The Trustee shall determine the date or dates during each Taxation Year on which distributions will be payable to Unitholders of the Pool out of the income and capital gains realized by the Pool in that Taxation Year, and shall determine a Record Date for Distribution for each such distribution. The Trustee shall pay each distribution to Unitholders of the Pool who are Unitholders on the Record Date for Distribution established for such distribution. For greater certainty, a Unitholder shall be deemed to be entitled to receive, and amounts shall be deemed to be payable to the Unitholder, no later than the last day of the Pool's Taxation Year. The Trustee shall pay such distributions on or before the last day of each Taxation Year in amounts sufficient to ensure that, taking into account any amounts paid or payable out of the income and capital gains of the Pool pursuant to this Section and Section 4.8, and taking into account the Pool's entitlement to a capital gains refund, if any, the Pool will not have any liability for income tax under Part I of the Tax Act.

There shall be automatically payable to Unitholders on the last day of the Pool's Taxation Year an amount equal to the amount, if any, by which the income of the Pool for the Taxation Year for purposes of the Tax Act (computed without regard to subsection 104(6) of the Tax Act) exceeds the aggregate amounts otherwise distributed to Unitholders.

Each amount due and payable by a Pool to Unitholders pursuant to this section shall be allocated among each Series of Units and Unitholders of each Series in accordance with Section 7.4.

7.4 Allocation of Annual Distributions of Net Income and Net Realized Capital Gains of a Pool per Series of Units

If distributions are declared payable or are deemed to be payable by a Pool pursuant to Section 7.3, holders of Units of any particular Series which are outstanding immediately after the Valuation Time on the Record Date for Distribution established for the payment of any such distribution shall be entitled to receive and such Pool shall pay thereon in cash (as provided for in Section 7.8) or *in specie*, an amount (the “**distribution amount**”) equal to the difference between

- (a) that Series’ proportionate share rounded to the number of decimal places as determined to be appropriate by the Trustee, determined on such Record Date for Distribution, of any such distribution computed in accordance with Section 7.3 except that the total Series liabilities at the relevant time (which have not been taken into account in determining the amount of any previous distribution by the Pool) shall be added to the amount of such distribution (the “**Adjusted Distribution**”); and
- (b) Series liabilities attributable to that Series for the Taxation Year (which have not been taken into account during that year in determining the amount of any previous distribution to all Unitholders of that Series).

The amount to be paid to a holder of a Unit of any Series of a Pool shall be that Series distribution amount determined as described in this Section divided by the number of Units of that Series outstanding immediately after the Valuation Time on the Record Date for Distribution.

Notwithstanding the foregoing, where the relevant Series liabilities of a particular Series of Units of such Pool for any Taxation Year (which have not been taken into account in determining the amount of any previous distribution in that year by the Pool) exceed the proportionate share of the Adjusted Distribution for the Series for that year, the Trustee may apply in the annual distribution the amount of such excess (the “**Excess Series Expense**”) to reduce (if not previously used in that year to reduce other Series’ distributions) the annual distribution amount for such year of each other Series of Units of such Pool in such reasonable manner determined

by the Trustee in its sole discretion. The Trustee may, in its sole discretion, make adjustments to the distributions of a Series in future years that take into account any such reduced distributions.

7.5 Payment of Annual Distributions

For greater certainty, it is hereby expressly declared that a Unitholder of a Pool shall have the legal right to enforce payment (in the manner provided by Section 7.8) of any amount which is due and payable pursuant to this Article in respect of Units of such Pool held by him.

7.6 Record Date for Distribution

The Trustee may fix in advance a time and date, preceding the date on which it declares any distribution, as the record date for the determination of the Unitholders of a Pool entitled to receive the distribution (the “**Record Date for Distribution**”). If no Record Date for Distribution is fixed by the Trustee, the Record Date for Distribution shall be 5:00 p.m. on the last Business Day before the distribution is paid.

7.7 Designation of Taxable Dividends, Taxable Capital Gains and Foreign Source Income

In accordance with and to the extent permitted by the Tax Act, the Trustee for each Taxation Year shall make designations in respect of the amounts payable to Unitholders of a Pool pursuant to Section 4.3, Section 4.8 and Section 7.3 in such amounts that the Trustee considers to be reasonable in all of the circumstances, including designations relating to taxable dividends including eligible dividends received by such Pool in a Taxation Year on shares of taxable Canadian corporations, net capital gains realized by such Pool in the year and foreign source income of the Pool for the Taxation Year and non-taxable amounts including returns of capital.

7.8 Manner of Payment/Automatic Reinvestment

All amounts payable at any particular time to a Unitholder of a particular Series of Units of a Pool pursuant to, or as contemplated by, this Article (less any tax required by law to be deducted therefrom) shall be paid as cash distributions.

Such cash distributions may, at the option of the Trustee and upon notice to the Unitholders of such Pool in accordance with Section 19.3, be reinvested in such Pool by way of the acquisition

of additional Units of the relevant Series, including fractional Units, at the Series Net Asset Value per Unit next determined after declaration of the distribution, provided however that any automatic year-end distribution described in the penultimate paragraph of Section 7.3 shall automatically, without any action being required on the part of the Trustee, be so reinvested in additional units. The Trustee shall credit each Unitholder with the additional Units so acquired. The acquisition of Units as a result of reinvestment shall not be subject to Section 3.3. The amounts credited to each Unitholder (including any tax required by law to be deducted therefrom) shall not be included in the Pool Property for the purpose of determining the Series Net Asset Value per Unit at any Valuation Time after the declaration of the distribution. Notwithstanding the foregoing, the Trustee may apply any amounts payable hereunder to a Unitholder towards the amount of any fees or charges owing by the Unitholder.

Cash distributions shall be credited directly to the account of the Unitholder (or as directed by the Unitholder) or by such other manner of payment approved by the Trustee from time to time.

7.9 Default

Where the Trustee has been unable, because of default on the part of any third party to make payment of any dividends declared or interest accrued or any other amounts owing in respect of the securities of a Pool, to collect any amount which has been included in determining any amount paid or payable to any Unitholder, the Trustee shall have the right, where such amount has been paid to such Unitholder, to recover such amount from such Unitholder. Notwithstanding the foregoing, the Trustee shall not be required to exercise such right with respect to any particular amount or class of amounts where, in the judgment of the Trustee, the anticipated costs and likelihood of recovery outweigh the anticipated benefit of such recovery.

7.10 Alterations

It is the present intention to allocate and declare an amount payable to Unitholders in each taxation Year so that a Pool will not have any liability for income tax. If there is any change in the tax treatment of net income and net realized capital gains earned and distributed by trusts, the method and timing of distributions may be altered and the distribution policy set out in this Article may be changed by the Trustee.

7.11 Use of Capital

For greater certainty, the Trustee may encroach on and pay from the capital of the Pool an amount payable under this Article 7 if the net income of the Pool, calculated without regard to the provisions of the Tax Act, is insufficient to permit payment of the amount so payable.

ARTICLE 8 FINANCIAL AND REPORTING MATTERS, ACCOUNTING AND PARTICIPATION RECORDS

8.1 Pool Auditors

Unless otherwise required by applicable Securities Legislation, the Trustee may appoint one or more firms of chartered accountants qualified to practice in the Province of Ontario to act as the auditors of a Pool. The auditors of a Pool shall make a report to the Unitholders on the annual financial statements of such Pool and fulfil such other responsibilities as they may properly be called upon to assume. The financial statements reported on by the auditor of a Pool shall include all relevant information relating to the Pool as required by accounting principles generally accepted in Canada and by Securities Legislation. The auditors shall have reasonable access during regular business hours to all records relating to the affairs of a Pool, including the relevant records of the Trustee and any agents or subcustodians. The Trustee may estimate the cost of such audit and charge such cost as of each Valuation Day to the income of the Pool as it shall deem proper.

8.2 Change of Auditors

The Trustee may at any time remove the auditor of a Pool and appoint a replacement with the prior approval of Unitholders in the Pool given as hereinafter provided at a meeting of Unitholders duly called by the Trustee for that purpose. If the auditor of a Pool resigns, the Trustee may immediately appoint a replacement auditor on an interim basis and the Trustee shall, within 90 days thereafter, call a meeting of Unitholders in the Pool to approve such appointment or to appoint another auditor for the Pool.

Notwithstanding the foregoing, the approval of Unitholders in a Pool shall not be required in respect of the removal of an auditor or appointment of a replacement auditor in circumstances where NI 81-102 does not require such approval or in circumstances where either NI 81-102

does require such approval but an exemption from such requirement has been granted or where the requirements of NI 81-107 have been met.

8.3 Fiscal Year End

The first fiscal year of a Pool shall end on December 31 of the year a Pool is established pursuant to the relevant Supplement or such other date set forth in such Supplement, and thereafter each fiscal year of such Pool shall end on such date, unless changed through amendment of such Supplement.

8.4 December 15 Year End Election

If the Pool qualifies as a mutual fund trust under the Tax Act and the Trustee determines that it is appropriate to do so, the Pool may elect pursuant to subsection 132.11(1) of the Tax Act that its Taxation Year in respect of which the election is made, and each Taxation Year thereafter, end on December 15 of a calendar year rather than December 31. If such election is made by a Pool (an “**Electing Pool**”), the amounts payable pursuant to Section 7.3 in respect of the net income and net realized capital gains of the Electing Pool for a Taxation Year shall be calculated having regard to subsections 132.11(2) and (3) of the Tax Act and shall be payable on such Valuation Day (the “**Payment Date**”) as is determined by the Trustee that is in the period December 15 to December 31, inclusive, and in any event, not later than December 31, of the calendar year in which the Taxation Year ends to Unitholders in the Electing Pool, provided however that if the Electing Pool is deemed to have a taxation year-end that is prior to December 15 the provisions of Section 7.3 shall apply to cause sufficient distributions to be made to Unitholders in such amounts, and no later than the last Valuation Day in such short Taxation Year (which shall be the Payment Date in respect of such distributions), as are necessary to ensure that the Electing Pool will not have any liability for income tax under Part I of the Tax Act for such short Taxation Year. The Trustee shall allocate each amount so payable among the Series of Units of the Pool in a manner considered by the Trustee to be equitable to all Unitholders having regard to the Series Expenses and Series Net Asset Value of each Series. All distributions in respect of a Series of Units shall be payable to Unitholders holding Units of that Series *pro rata* in accordance with the number of Units of that Series so held on the Payment Date (after giving effect to admissions to and redemptions from the Pool on the Payment Date but before giving effect to the reinvestment

of any amounts payable on such date). Each Unitholder shall be entitled to enforce payment of such amounts payable to the Unitholder on the Payment Date.

8.5 Accounting Records

The Trustee shall maintain a complete and separate set of accounting and tax records for each Pool.

8.6 Participation Records

The Trustee shall maintain, or cause to be maintained, participation records for each Pool, showing with respect to each Unitholder:

- (a) the date of each issue of Units of the Pool to such Unitholder, the number and Series of Units issued and the amount for which each Unit is issued;
- (b) the date of each redemption of Units of the Pool, the number and Series of Units withdrawn and the Series Unit Value at which each Unit is withdrawn;
- (c) the date of each redesignation of Units of the Pool, the number and Series of Units redesignated and the number and Series of Units held immediately after such redesignation;
- (d) the number and Series of Units of the Pool held immediately after any subdivision or consolidation of Units of the Pool;
- (e) the number and Series of Units of the Pool currently held; and
- (f) the date and details of each distribution of the Pool to the Unitholder.

The Trustee will furnish to each Unitholder of a Pool, as may be required by applicable law, a statement of the Unitholder's investment in such Pool and such other statements, forms and information as may be required to be given under any tax or other legislation.

ARTICLE 9
POWER AND DUTIES OF TRUSTEE

9.1 General Powers

The Trustee shall have full, absolute, and exclusive power, control and authority over the assets of each Pool and over the business and affairs of each Pool to the same extent as if the Trustee was the sole owner thereof in its own right, to do all such acts and things as in its sole judgment and discretion are necessary or incidental to, or desirable for, the carrying out of any of the purposes of each Pool or the conducting of the business of each Pool. The Trustee shall not be limited to the powers granted to trustees or subject to any restrictions imposed on trustees under the *Trustee Act* (Ontario). In construing the provisions of this Declaration of Trust and each Supplement, presumption shall be in favour of the granted powers and authority to the Trustee. The Trustee shall have all of the powers of a natural person. Unless otherwise required by law, the Trustee shall not be required to give a bond, surety or security in any jurisdiction for the performance of any duties or obligations hereunder. In the event of a conflict between the terms of this Declaration of Trust and the *Trustee Act* (Ontario), the terms of this Declaration of Trust shall prevail.

The Trustee shall have the exclusive power to manage and direct the investment of the Pool Property. For greater certainty, the Pool Property may be invested by the Trustee in securities or other property of an Affiliated Party to the Trustee.

9.2 Specific Powers

The enumeration of specific powers and authorities herein in respect of each Pool shall not be construed as limiting the general powers or authority or any other specific power or authority conferred on the Trustee in Section 9.1, or in any other Section of this Declaration of Trust or by statute.

The Trustee shall have and may exercise, at any time and from time to time, the following powers and authorities with respect to each Pool which may or may not be exercised by it in its sole judgment and discretion and in such manner and upon such terms and conditions as it may from time to time deem proper:

- (a) to retain any and all monies, securities, property, assets or investments received by the Trustee in the form in which they are conveyed, transferred or contributed;
- (b) to create Series of Units of a Pool and to determine the rights, privileges and restrictions attaching to each Series;
- (c) to issue Units of a Pool for consideration as set forth herein;
- (d) to collect all income and other payments with respect to the Pool Property held in respect of a Pool;
- (e) to credit a Pool with any amount due to be received by such Pool prior to actual receipt provided that should the amount not be received in sufficient time such credited amount shall be reversed and made a debit of such Pool;
- (f) to surrender securities in temporary form for securities in definitive form;
- (g) to endorse for collection cheques, drafts, and other negotiable instruments;
- (h) to use cash at any time held by it to settle the purchase, or other acquisition, of any securities, currencies or other property of a kind and permitted as aforesaid and to hold and retain the same in trust hereunder;
- (i) to determine conclusively the allocation to capital income or other appropriate accounts of all receipts, expenses, disbursements and Pool Property;
- (j) to enter into and settle foreign exchange transactions on behalf of a Pool for purposes of facilitating settlement of trades of securities or other Pool Property and any such transactions may be entered into with such counterparties as the Trustee may choose in its sole discretion, including an Affiliated Party;
- (k) to exercise any conversion privileges, exchange subscription rights, warrants and/or other rights or options available in connection with any securities or other property at any time held by the Trustee and to make any payments incidental thereto;

- (l) to consent to, or otherwise participate in or dissent from, the reorganization, consolidation, amalgamation or merger of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by it, and to do any act with reference thereto, including the delegation of discretionary powers, the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which the Trustee may deem necessary or advisable in connection therewith;
- (m) to vote personally, or by general or by limited proxy, any securities or other Pool Property which may be held by it at any time, and similarly to exercise personally or by general or by limited power of attorney any right appurtenant to any securities or other property held by it at any time;
- (n) to purchase, hold, sell or exercise call or put options on securities, indices of shares or other securities, financial and stock index futures contracts, securities or currency futures or forward contracts or other financial or derivative instruments, all whether or not any such options, indices, contracts or instruments are traded on a regular exchange;
- (o) to renew, modify or extend or participate in the renewal, modification or extension of any securities or other property, upon such terms as it may deem advisable, and to agree to a reduction in the rate of interest on any security or other property or of any guarantee pertaining thereto, in any manner and to any extent that it may deem advisable; to waive any default whether in the performance of any covenant or condition of any security or other property, or in the performance of any guarantee, or to enforce rights in respect of any such default in such manner and to such extent as it may deem advisable;
- (p) to exercise and enforce any and all rights of foreclosure, to bid on property on sale or foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation to the covenant secured by such security and to

exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect of any such security or guarantee pertaining thereto;

- (q) to borrow (including the right to borrow from itself or any Affiliated Party) money against the Pool Property, provided that the principal of and interest charged on such borrowing shall be paid out of the Pool and shall constitute a charge against the Pool;
- (r) to lend money of a Pool on a secured basis;
- (s) to sell, assign, convey, transfer, negotiate, dispose of, pledge, hypothecate, mortgage, charge, grant security interests in or encumber any or all of the Pool Property for such consideration and upon such terms and conditions as the Trustee in its discretion considers advisable by deeds, trust deeds, assignments, bills of sale, transfers, security agreements and other instruments for any of such purposes;
- (t) to purchase and pay for, out of the Pool Property, insurance contracts and policies insuring the Pool Property of such Pool against any and all risks and insuring such Pool, the Trustee and the Unitholders or any of them against any and all claims and liabilities of any nature which may be asserted by any Person arising by reason of any action alleged to have been taken or omitted by the Trustee or the Unitholders;
- (u) to advance to a Pool such excess amount which shall be deemed to be a loan to such Pool by the Trustee payable on demand bearing interest at a rate customarily charged by the Trustee on similar loans and the Trustee shall be entitled to reimburse itself from such Pool for principal and interest owing;
- (v) to incur and pay out of the Pool Property any other charges or expenses and disburse any funds of such Pool, which charges, expenses or disbursements are necessary or incidental to or desirable for the carrying out of any of the purposes of such Pool or conducting the business of such Pool including, without limitation, interest, accounting fees, legal fees, operating expenses, taxes or other governmental levies, charges and assessments of whatever kind or nature,

imposed upon or against the Trustee in connection with such Pool or such Pool Property of such Pool or upon or against the Pool Property or any part thereof and for any of the purposes herein;

- (w) to hold such portion of a Pool in cash in order to meet such Pool's expenses and other obligations and to retain the cash balances on deposit with any Canadian chartered bank or trust company, including any Affiliated Party, in an interest-bearing account;
- (x) to make, execute, acknowledge and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other documents of transfer and any and all other instruments in writing that may be necessary or proper for the accomplishment of any of the powers herein granted, whether for a term extending beyond the office of the Trustee or beyond the possible termination of the Pool or for a lesser term;
- (y) to collect, sue for and receive all sums of money due to a Pool; to commence, intervene in, prosecute, join, defend, adjust, abandon or settle suits, by legal proceedings, arbitration or otherwise, any actions, suits, proceedings, disputes, claims or demands relating to a Pool, the Pool Property of such Pool or the business of such Pool and to represent such Pool in any such suits or legal proceedings; provided, however, that all expenses and liabilities sustained by the Trustee by reason thereof, shall be paid by such Pool;
- (z) to dispose of any Pool Property for the purpose of paying obligations imposed on such Pool or for repaying any loan authorized hereby;
- (aa) to participate on behalf of a Pool in a securities lending program, in any jurisdiction in which securities are held hereunder, and in connection therewith to release and deliver securities and return collateral received as security for the return of securities on loan in accordance with the securities lending program; and
- (bb) to do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee, may deem necessary to administer a Pool, and to carry out the purposes of such Pool.

The exercise of any one or more of the foregoing powers or any combination thereof from time to time shall not be deemed to exhaust the rights of the Trustee to exercise such power or powers or combination of them thereafter from time to time.

9.3 Self-Dealing

Subject as herein provided, the Trustee may from time to time in its discretion invest in, contract or deal with any Person including, without limitation, itself, any Affiliated Party whether on its own account or for the account of another (in a fiduciary capacity or otherwise) and, without limiting the generality of the foregoing, the Trustee may:

- (a) purchase, hold, sell, invest in or otherwise deal with securities or other property of the same class and nature as may be held by the Trustee as Pool Property for any Pool, whether for the Trustee's own account or for the account of another (in a fiduciary capacity or otherwise);
- (b) use in other capacities knowledge gained in its capacity as the Trustee hereunder, provided that such use does not adversely affect the interests of a Pool and provided further that the Trustee may not make use of any specific confidential information relating to a Pool for its own benefit or advantage that, if generally known, might be expected to affect materially the value of the Pool Property; and
- (c) invest in the securities or other property of any Affiliated Party;

without being liable to account therefor and without being in breach of its duties and responsibilities hereunder.

9.4 Agents

The Trustee may appoint any one or more qualified agents, representatives, independent contractors, or other Persons (collectively, the "**Agents**") to assist the Trustee in carrying out its duties hereunder, provided such Agent is suitable and has the requisite qualifications to perform such duties for which the Agent is appointed. The Trustee may appoint as an Agent any Person which may be directly or indirectly an Affiliate or in which it may be directly or indirectly interested (an "**Affiliated Party**").

9.5 Appointing Advisors

The Trustee shall be authorized to engage or employ such qualified counsel, auditors, valuers, investment advisors or sub-advisors, or other advisors (collectively, the “**Advisors**”) on behalf of a Pool as the Trustee may deem necessary from time to time for the purpose of obtaining advice and discharging its duties hereunder and to pay out of such Pool their reasonable expenses and compensation, provided such Advisors are personally selected by the Trustee and the Trustee is satisfied of each Advisor’s suitability and qualifications to provide the advice for which the Advisor is employed.

9.6 Trustee’s Responsibility for Others

The Trustee shall be responsible for the selection and supervision of its Agents, Affiliated Parties and Advisors. To the extent that the Trustee appoints or delegates its duties or powers to an Agent, Advisor or Affiliated Party, the Agent, Advisor or Affiliated Party shall be subject to and shall be responsible for meeting the same standard of care as applied to the Trustee as set out in Section 11.1 and any rights, powers, authorities, benefits, and limitations on liability or responsibility whatsoever granted to the Trustee under this Declaration of Trust or conferred upon the Trustee otherwise at law shall be deemed to have been granted to any such Agents, Advisors and Affiliated Parties.

9.7 Trustee not to Account

The Trustee shall not, except as herein provided, be required to account to the Unitholders of a Pool.

ARTICLE 10

CUSTODIANSHIP OF ASSETS

10.1 Appointment of Custodian

The Trustee shall appoint a custodian which shall keep the Pool Property, wholly or partly, in its principal office in Toronto or in any one or more of its branches in any province of Canada or in any other jurisdiction in which it is qualified to act as a trustee or hold investments as a custodian. In addition, such custodian may, pursuant to a subcustody agreement, appoint

subcustodians for the Pool Property in Canada or in such other jurisdictions as the custodian deems appropriate.

10.2 Custodianship of Assets

The custodian and any subcustodian in respect of a Pool, shall be a financial institution that is authorized to act as a custodian of securities by the laws of any country, province, state or any other political subdivision of any country in which such financial institution is located. The custodian and any subcustodian shall be required to keep the Pool Property at all times distinct from the assets of the custodian or subcustodian and any other Person in the registers and other books of account kept by the custodian or subcustodian. The custodian or subcustodian may register the securities or other Pool Property in the name of the Trustee, as trustee of the Pool, in its own name as custodian or subcustodian of the Pool or in the names of nominees or hold the same in bearer form. The Trustee may authorize the custodian and the custodian may authorize the subcustodian to take such actions relating to the custodianship of the Pool Property held by such custodian or subcustodian as the Trustee would be authorized to take hereunder. All or any part of the securities forming part of the Pool Property may be held with a securities depository or clearing agency which is incorporated or organized under the laws of Canada or the United States of America or of another country which is supervised or regulated by a government agency or regulatory authority in the foreign jurisdiction having authority over such depositories or agencies and which operates:

- (a) a central system for handling of the designated securities or equivalent book entries; or
- (b) a transnational system for the central handling of securities or equivalent book entries provided such securities shall be subject to the directions of the custodian or any of its designated subcustodians and the custodian's or subcustodians' duties, obligations and responsibilities with regard to such securities shall be the same as if such securities were held by the custodian or any subcustodian on its premises.

ARTICLE 11
TRUSTEE LIABILITY AND INDEMNIFICATION

11.1 Standard of Care

The Trustee shall exercise its powers and carry out its functions hereunder as Trustee honestly, in good faith and in the best interests of each Pool and in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. The Trustee shall be responsible for any loss that arises out of the failure of the Trustee, or of any person or company retained by the Trustee or a Pool to discharge any of the Trustee's responsibilities to the Pool. The Trustee in its capacity as trustee shall not be required to devote its entire time to the business and affairs of the Pools established or governed pursuant hereto.

11.2 Liability of Trustee

The Trustee shall not be liable to a Pool except for breaches of its standard of care, negligence, wilful default or dishonesty on the part of the Trustee. Neither the Trustee nor any director, officer, employee, Agent, Advisor or Affiliated Party of the Trustee shall be held to any personal liability nor shall resort be had to the private property of any of them for satisfaction of any obligation or claim arising out of or in connection with any contract or other obligation of a Pool, but the Pool Property only shall be liable and subject to levy or execution.

11.3 Liability of the Trustee for Others

The Trustee shall not be liable to a Pool or to any Unitholder for any act, omission, receipt, neglect or default of any Person employed or engaged by it as permitted hereunder, or for joining in any receipt or act of conformity, or for any loss, damage or expense caused to a Pool through the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to a Pool will be laid out or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any Person, with whom or with which any monies, securities or Pool Property may be lodged or deposited, or for any loss occasioned by error in judgment or oversight on the part of the Trustee, or for any other loss, damage or misfortune that may happen in the execution by the Trustee of its duties hereunder, except to the extent set out in Section 11.2 hereof.

11.4 Protection of Trustee

Subject to Section 11.1, the Trustee shall:

- (a) be fully protected in acting upon, and in accordance with the terms of, any instrument, certificate or other writing believed by the Trustee to be genuine and to be signed or presented by the proper person or persons;
- (b) be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein; and
- (c) not be responsible for:
 - (i) the proper application by any Unitholder of any part of its interest in a Pool if payments are made in accordance with written directions of such Unitholder as provided in this Declaration of Trust;
 - (ii) the adequacy of the Pool Property to meet and discharge any and all payments and liabilities to any Unitholder; nor
 - (iii) the compliance by any Unitholder with the rules under the Tax Act or any Applicable Laws, including any limits on investments in non-Canadian securities.

11.5 Reliance on Others

The Trustee may rely and act upon any statement, report or opinion prepared by or any advice received from an Agent, Advisor or Affiliated Party of a Pool and shall not be responsible or held liable for any loss or damage resulting from so relying or acting if the advice was within the area of professional competence of the Person from whom it was received, the Trustee acted in good faith in relying thereon and the Advisor, Agent or Affiliated Party was aware that the Trustee was receiving the advice in its capacity as Trustee of a trust.

11.6 Indemnification of the Trustee, IRC's Members and Others

The Trustee, the IRC, a Member, or any director, officer, employee, agent or representative of the Trustee or the IRC or a Member shall, in priority to any and all rights of Unitholders of a Pool under this Declaration of Trust or any Supplement, be indemnified and saved harmless out of the Pool Property from and against all claims whatsoever, including costs, charges and expenses in connection therewith, brought, commenced or prosecuted against it for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of their respective duties and also from and against all other costs, charges and expenses that any of them sustains or incurs in or about or in relation to the affairs of such Pool. Neither the Trustee, the IRC, a Member or any director, officer, employee, agent or representative of the Trustee or the IRC or a Member shall be held liable to a Pool or to any Unitholder for any loss or damage relating to any matter regarding such Pool, including any loss or diminution in the value of such Pool or the Pool Property.

The rights of the Trustee to indemnity herein shall apply only if the Trustee acted honestly and in good faith with a view to the best interests of the Pool and exercised the care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Trustee had reasonable grounds for believing that its conduct was lawful; provided that such indemnity is not otherwise prohibited by applicable law.

The right of the IRC or a Member to indemnity herein shall apply only if the IRC or Member, as the case may be, acted honestly and in good faith with a view to the best interests of the Pool and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the IRC or Member, as the case may be, had reasonable grounds for believing that it or their conduct was lawful; provided that such indemnity is not otherwise prohibited by applicable law.

The Trustee hereby acknowledges that it holds the indemnity of the IRC and Members provided for herein in trust for the IRC and the Members and that the IRC and the Members shall be entitled to directly enforce such indemnity.

ARTICLE 12

ADMINISTRATION AND INVESTMENT MANAGEMENT

12.1 Administrative Services

The Trustee shall provide the day-to-day administration of the activity of the Pools, including the preparation and filing of any offering documents required to permit continuous offering of Units of the Pools in those jurisdictions determined from time to time by the Trustee, the preparation of all written and printed material for distribution to potential investors and existing Unitholders in compliance with the registration, filing, reporting and similar requirements, if any, of all Securities Legislation having jurisdiction over the Pools, the provision of office space and facilities, clerical help, bookkeeping and the internal accounting and auditing services required by the Pools, and the provision of registry and transfer agency services. In providing these administrative services, the Trustee shall be entitled to retain one or more persons or companies and such persons or companies may be delegated full responsibility for such services.

12.2 Investment Management Services

The Trustee shall provide investment management services to the Pools for the management of the Pool Property including the evaluation of current information and data relating to the economy generally, to the particular investments of the Pools and to any security or securities which the Trustee considers desirable for inclusion in the investments of the Pools and the taking or the instituting, on behalf of any of the Pools, of all such action as the Trustee may deem desirable to invest or reinvest in, or to purchase or sell securities generally, securities of a particular class or kind or securities of a particular issuer, including the placing of orders for the purchase and/or sale of such securities. In providing these investment management services, the Trustee shall be entitled to retain one or more persons or companies to provide independent investment advice and such persons or companies may be delegated full responsibility for investment management decisions relating to the Pools.

12.3 Management Agreement

The Trustee, on behalf of a Pool, may enter into a management agreement with such qualified Person or Persons as it may determine, containing such terms as it considers appropriate for the provision of the services outlined in Sections 12.1 or 12.2.

12.4 Investment Advice

The Trustee, in its personal capacity, may enter into an investment management agreement with such qualified Person or Persons as it may determine containing such terms as it considers appropriate for the provision of investment advisory services to the Trustee in respect of a Pool.

ARTICLE 13

INDEPENDENT REVIEW COMMITTEE

13.1 Independent Review Committee

The Trustee shall establish an IRC to provide services to the Trustee in respect of a Pool pursuant to NI 81-107. The rights, duties and responsibilities of the IRC for a Pool shall be as required or permitted under NI 81-107 and shall be set out in an agreement or charter entered into or adopted by the Trustee and the IRC and such agreement or charter shall be binding on the Trustee and the Pool.

ARTICLE 14

FEES, COMPENSATION AND EXPENSES

14.1 Fees and Expenses

- (a) For its investment management services the Trustee shall be paid by a Pool the amount of any investment management fees set out in the Supplement relating to the Pool as being payable by the Pool and by the Unitholder of a Pool, directly, or indirectly, through the investment manager who has caused the investment through a discretionary investment management agreement with the Unitholder, the amount of any investment management fees negotiated with such Unitholders or investment managers. Fees which are payable by a Unitholder may be paid by the redemption of Units of such Unitholder if provided for in the arrangements relating to such Unitholder at the time Units are first purchased.
- (b) As of each day, the Trustee shall be entitled to an administration fee in respect of each Series of a Pool, payable by a Pool, equal to the percentage of the Series Net Asset Value, on such day as determined in accordance with the terms of Article 6, before taking into account the administration fee for such day. The applicable

percentage, (which may be zero) shall be set out in the Offering Documents of the Pool. If a day is not also a Valuation Day, the Series Net Asset Value as of the most recent Valuation Day shall be used for the purposes of calculating the daily administration fee on such day. The administration fee for a day for each Series of a Pool shall be paid from the assets of a Pool on a Valuation Day not later than five (5) Business Days following the end of the month which includes such day.

The Trustee shall pay certain of the operating expenses of a Pool in return for the fixed administration fee described above. Such expenses shall include regulatory filing fees, recordkeeping, accounting and fund valuation costs, custody fees, audit and legal fees and the costs of preparing and distributing annual and semi-annual reports, prospectuses, statements and investor communications but shall not include Other Fund Costs.

Subject to applicable laws, the Trustee may increase the rate of its administration fee in respect of a Series of a Pool, as set out in the Offering Documents pertaining to such Pool, by giving to each Unitholder in that Series notice of its intention to do so by ordinary mail, and each such increase shall have effect on a Valuation Day not less than 60 days after such notice has been given.

The Trustee may, in its discretion, from time to time, reimburse a Pool or Series of a Pool, for all or part of the administration fee that would otherwise be paid by the Pool or Series of the Pool pursuant to this Subsection 14.1(b) of Article 14.

Other Fund Costs incurred in the administration of a Pool or a Series of a Pool shall be charged to the Pool or the relevant Series. The Trustee shall determine whether Other Fund Costs are Series Expenses or Common Expenses and which expenses are attributable to which Series. The Trustee shall be entitled to be reimbursed out of the Pool Property of a Pool in respect of any Other Fund Costs paid by it in the administration of a Pool.

The Other Fund Costs relating to the operation of a Pool shall be allocated by the Trustee to the Series of the Pool as follows:

- (i) all Series Expenses shall be allocated only to the Series in respect of which Series Expenses were incurred; and
- (ii) each type of Common Expenses shall be allocated among each of the Series based on:
 - (I) the relative Series Net Asset Value of each Series outstanding;
 - (II) the amount of Common Expenses determined by the Trustee to have been actually incurred by the Pool in respect of each Series;
or
 - (III) such other method of allocation as the Trustee considers equitable in the circumstances.

Without limiting the generality of the foregoing, a Pool shall be responsible for the payment of all Other Fund Costs, including Common Expenses and all Series Expenses of the Pool.

The Trustee may, in its discretion from time to time, pay for or reimburse a Pool for all or part of the Other Fund Costs that would otherwise be borne by the Pool or a specific Series pursuant to this Subsection 14.1(b) of Article 14.

Where the Trustee reasonably determines that certain expenses incurred by or expected to be incurred by a Pool are solely or primarily referable to certain Unitholders or certain Persons becoming Unitholders, the Trustee, if not prohibited from doing so under applicable law and by securities authorities, may require that such Unitholders or Persons on becoming Unitholders, reimburse the Pool for such expenses or a reasonable estimate thereof on such basis and terms as the Trustee may from time to time determine.

All fees paid to any investment counsel, portfolio manager or other investment advisor to a Pool, by the Trustee in respect of the management of the investment portfolio of the Pool, shall be borne by the Trustee and not charged to the Pool.

ARTICLE 15
CHANGE OF TRUSTEE

15.1 Resignation of Trustee

The Trustee may at any time resign its trust in respect of a Pool and thereupon be discharged from all further duties and liabilities hereunder, provided that prior to such resignation, a new trustee has agreed and become bound to act hereunder and further provided that where the new trustee is not an Affiliate of the Trustee, the approval of the Unitholders of the appointment of a new trustee pursuant to Section 16.1, if required by Securities Legislation, shall be obtained. For greater certainty, where the trustee is an Affiliate of the Trustee, the Unitholders may, at the discretion of the Trustee, be provided with notice of such change of Trustee upon the Trustee's resignation becoming effective.

Any new trustee shall execute an amendment, restatement or novation of this Declaration of Trust agreeing to act as trustee of the Pools and shall thereupon be vested with the same powers, rights, duties and liabilities as if it had originally been named herein as Trustee.

Any company into which the Trustee may be merged or with which it may be consolidated or amalgamated or any company resulting from any merger, consolidation or amalgamation to which the Trustee shall be a party, shall be the successor Trustee under this Declaration of Trust, without the execution of any instrument or any further act.

15.2 Termination Upon Failure to Appoint Successor

In the event that the Trustee wishes to resign as trustee of a Pool and a new trustee has not agreed to act as contemplated in Section 15.1, the Trustee shall provide 60 days' notice to the Unitholders of the Pool of its intention to resign and such Pool and this Declaration of Trust, insofar as it relates to such Pool and the relevant Supplement, shall be terminated upon the effective date of the resignation of the Trustee and the Pool Property shall be distributed in accordance with Section 18.2 and the Trustee shall continue to act as trustee of such Pool until all of the Pool Property has been so distributed.

15.3 Termination Upon Bankruptcy of Trustee

The Trustee shall resign with respect to all Pools in the event of the bankruptcy of the Trustee or other incapacity of the Trustee to exercise its duties under this Declaration of Trust and all Supplements, and the Pools shall be terminated immediately upon the occurrence of such event and the Pool Property shall be distributed in accordance with Section 18.2.

ARTICLE 16

AMENDMENTS TO THE DECLARATION OF TRUST

16.1 Amendments Requiring Unitholder Approval

Any amendment to this Declaration of Trust (including a Supplement) which under Applicable Laws requires the approval of Unitholders shall be effective only upon the approval of such amendment by the Unitholders in the Pool or holders of Units of any Series of the Pool, as applicable, that would be affected by the proposed amendment, given as hereinafter provided at a meeting of Unitholders of such Pool or holders of Units of such Series of the Pool, as applicable, called by the Trustee for such purpose. Notwithstanding the foregoing or any other provision of this Declaration of Trust, the approval of Unitholders of a Pool shall not be required in respect of any amendment to this Declaration of Trust in circumstances where Applicable Laws do not require such approval or where Applicable Laws require such approval but an exemption from such requirement has been granted.

16.2 Amendments Not Requiring Unitholder Approval

- (a) Non-material changes to this Declaration of Trust include, without limiting the generality of the foregoing, a change which:
 - (i) is not reasonably expected to materially adversely affect the interests of the Unitholders of the Pool;
 - (ii) is intended to ensure compliance with applicable laws, regulations or policies affecting the Pools or the Trustee;
 - (iii) is intended to provide additional protection to the Unitholders of the Pool or to add to the attributes of the Units;

- (iv) is intended to facilitate the administration of the Pool;
- (v) is intended to maintain the status of any of the Pools under the Tax Act or to make changes that may be necessary or desirable as a result of changes to or proposed changes to the Tax Act or to the Canada Customs and Revenue Agency's administrative practice under the Tax Act in such manner as the Trustee may determine to be in the best interests of the Unitholders; or
- (vi) is intended to make any change or correction in the Declaration of Trust which is a typographical correction or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;

provided that such amendment does not adversely affect the pecuniary value of the interest of any Unitholder in the Pool, may be made without notice to Unitholders.

For greater certainty, it is hereby declared that it is the intention of the Trustee in creating different Series of Units of a particular Pool that each Series of a Pool will, as a result of the provisions hereof relating to the determination of Series Net Asset Value per Unit and the calculation and payment of distributions to the Unitholders of each Series, bear any fees attributable to such Series and the appropriate share of the Pool's operating expenses associated with the Series, but that the Unitholders of the Pool shall otherwise receive substantially the same investment return. The provisions of this Declaration of Trust shall be interpreted in a manner consistent with such intention and the Trustee is authorized to make any amendment to this Declaration of Trust or any Supplement that is necessary or desirable to give effect to such intention without notice to the Unitholders of the Pool.

- (b) Any other amendment proposed to be made by the Trustee, except where such amendment requires Unitholder approval pursuant to Section 16.1, may be made by the Trustee and shall take effect on the Valuation Day after not less than 60

days' notice of such amendment has been given by mail to Unitholders of the Pool or unitholders of any Series of the Pool affected by the amendment.

16.3 Restatements

A restated declaration of trust, setting forth the terms hereof, as amended to the time of execution, may be executed at any time and from time to time by the Trustee. No such execution of a restated declaration of trust shall be deemed to constitute a termination and/or resettlement of a Pool. Any accidental or inadvertent omission of any amendment hereto from any such restated declaration of trust shall not affect the validity thereof but such omission shall be deemed to form a part of such restated declaration of trust.

16.4 Meetings of Unitholders

A quorum for the transaction of business at any meeting of Unitholders in a Pool shall be two Unitholders present in person or by proxy. Every matter put before Unitholders in a Pool at a meeting shall be determined by a majority of the votes cast on the matter. Each Unitholder shall be entitled to one vote, in person or by proxy, for each whole Unit registered in his name, but no votes shall attach to fractional Units. Unless otherwise provided in the resolution of the Unitholders in a Pool, a matter requiring Unitholder approval hereunder shall be effective on the first Valuation Day next following the date of Unitholder approval.

Subject to any requirements of NI 81-102, the provisions of the *Canada Business Corporations Act*, as it may be amended or replaced from time to time (the “**Act**”) relating to special meetings of shareholders, shall govern the method and manner of giving notice of, conducting and voting at such meetings of Unitholders in a Pool and of soliciting proxies in connection therewith to the extent that such provisions are not inconsistent with the express provisions hereof, and as though references in the Act to “shareholders” are to Unitholders, to “directors” are to the Trustee, to a “corporation” are to a Pool, to “shares” are to Units, to the “bylaws” and “articles” are to this Declaration of Trust, and to the “registered office” are to the principal address of the Pool, and with all other necessary changes. Any matter relating to meetings of Unitholders in a Pool, not so regulated by the Act or provided for herein, may be determined by the Trustee in its sole discretion.

In connection with any such meeting of Unitholders, the Pool shall also comply with the requirements of the *Securities Act* of Ontario, as it may be amended or replaced from time to time, and other applicable securities legislation covering proxies and proxy solicitation.

The accidental omission to give any notice to a Unitholder or anyone else entitled to receive notice, or the non-receipt of such notice by any Persons, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

With respect to any matter in respect of which, according to the Declaration of Trust or any applicable law, the holders of Units of any Series of a Pool are entitled to vote separately as a Series or if the Trustee determines that any matter would affect holders of Units of one or more Series of Units of the Pool in a manner materially different from the Unitholders as a whole of the Pool, a separate meeting of holders of Units of the relevant Series or Series shall be convened. In such event, the matter shall not become effective until it has been approved by the holders of Units of each Series entitled to vote thereon, and the provisions of this Section 16.4 with respect to any meeting of Unitholders shall apply *mutatis mutandis* to any meeting of the holders of Units of a single Series.

ARTICLE 17

MERGER

17.1 Merger

A Pool may be combined (a “**merger**”) with one or more other Pools or with one or more other trusts and/or with one or more corporations and continue such trusts and/or corporations as one pool, in accordance with the requirements of the Tax Act and Securities Legislation.

ARTICLE 18

TERMINATION OF THE TRUST

18.1 By Trustee

The Trustee may in its discretion terminate a Pool and distribute the Pool Property as of any Valuation Day after not less than 60 days' notice given by mail to the Unitholders of the Pool and all Units of the Pool which are issued and outstanding will be redeemed.

18.2 Distribution

After payment of or providing for the liabilities and obligations of the Pool, as the case may be, the Unitholders of the Pool, registered as such at the close of business on the date of termination of the Pool, as applicable, shall be entitled to receive from the Trustee an amount equal to each Unitholder's proportionate share after an appropriate allocation of the liabilities and obligations of the Pool among the Series of such Pool in a manner, in each case as determined by the Trustee, acting reasonably, consistent with the provisions of this Declaration of Trust, in accordance with the number of Units of the Series held by such Unitholder. Distribution of the Pool Property upon termination may be made in cash or rateably in kind, or partly in cash and partly in kind, all as the Trustee in its sole discretion may determine.

ARTICLE 19 NOTICE

19.1 Notice to Trustee

All directions, notices and communications ("**Communications**") required or permitted to be given to the Trustee hereunder shall be validly given if delivered personally, or if sent by mail or if transmitted by tested telex, facsimile or S.W.I.F.T. or directly between electro-mechanical or electronic terminals or devices (other than through the internet) to its offices at: RBC Global Asset Management Inc., P.O. Box 7500, Station A, Toronto, Ontario, M5W 1P9 Attention: Chief Financial Officer and Chief Operating Officer, Telephone: (416) 974-0609, Fax: (416) 974-1412 or at such other address and number as the Trustee shall have last notified the party giving the Communication in the manner provided for in this Section 19.1.

Any Communication to the Trustee delivered personally shall be deemed to have been given and received on the day it is so delivered (or if that day is not a Business Day, on the next succeeding Business Day). Subject to disruptions in the postal service, any Communication mailed shall be deemed to have been given and received on the fifth (5th) Business Day following the date of mailing. Any Communication given to the Trustee by tested telex, or facsimile shall be deemed to have been given and received on the Business Day following the day of transmission provided confirmation of transmission can be produced by the party giving the Communication. Any Communication given to the Trustee by S.W.I.F.T. or directly between electro-mechanical or

electronic terminals or other devices (other than through the internet) shall be deemed to have been given and received on the Business Day it is brought to the attention of the Trustee's employee to whom it is addressed without thereby creating an obligation for the Trustee to constantly monitor its communication equipment; provided, however, that a reasonable surveillance is performed within the normal business hours of the Trustee where such Communication is sent. The sender of a Communication to the Trustee shall have the obligation of ensuring that the Communication sent by him has been received by the Trustee and the Trustee shall not be held liable for an omission to act resulting from not receiving a Communication.

19.2 Failure to Give Notice

The failure by the Trustee by accident or omission or otherwise unintentionally, to give any Unitholder of a Pool any notice provided for herein shall not affect the validity, effect, taking effect or time of taking effect of any action referred to in such notice, and the Trustee shall not be liable to any Unitholder of such Pool for any such failure.

19.3 Notices to Unitholders

Any notice required or permitted to be given under this Declaration of Trust shall be given to the Unitholders of a Pool by letter or circular sent by mail, by facsimile or other means of electronic communication or by hand delivery addressed to each registered holder at his last address appearing on the Register; provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by publication once in a newspaper having national circulation in Canada; provided further that if there is no newspaper having national circulation, then by publishing once in a newspaper in each city where the Register or a branch register is maintained. Any notice so given shall be deemed to have been given on the day following that on which the letter or circular was posted or, in the case of notice being given by publication, after publishing such notice once in the designated newspaper or newspapers or, if sent by facsimile or other means of electronic communication, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted on the Register either to the individual listed as the Unitholder on the Register or to an individual at that address having apparent authority to accept deliveries on behalf of that addressee. In proving

notice was mailed, it shall be sufficient to prove that such letter or circular was properly addressed, stamped and posted.

19.4 Joint Holders

Service of a notice or document on any one of several joint holders of Units of a Pool shall be deemed effective service on the other joint holders.

19.5 Service of Notice

Any notice or document sent by post to or left at the address of a Unitholder of a Pool pursuant to this Article shall, notwithstanding the death or bankruptcy of such Unitholder of such Pool, and whether or not the Trustee has notice of such death or bankruptcy, be deemed to have been duly served and such service shall be deemed sufficient service on all Persons interested in the Units of such Pool.

19.6 Undelivered Notices

If the Trustee sends a notice or other document to a Unitholder of a Pool in accordance with Section 19.3 and the notice or document is returned because the Unitholder of such Pool cannot be found, the Trustee is not required to send any further notices or documents to the Unitholder of such Pool until the Unitholder of such Pool informs the Trustee, in writing of his new address.

ARTICLE 20 GENERAL

20.1 Execution of Documents by Trustee

The Trustee shall have authority to sign on behalf of each Pool all documents in writing and any documents in writing so signed shall be binding upon each Pool without any further authorization or formality. The Trustee shall have the power from time to time to appoint any Person or Persons on behalf of each Pool either to sign documents, including a prospectus or like document, annual information form or financial statements, in writing generally or to sign specific documents in writing.

20.2 Securities Regulatory Requirements

If a prospectus is filed in order to distribute the Units of the Pool to the public, the Pool shall also comply with applicable Securities Legislation applicable to funds offered by prospectus. To the extent the terms of this Declaration of Trust conflict with the requirements of Securities Legislation for funds offered by prospectus, the requirements of the Securities Legislation shall prevail. To the extent the terms of this Declaration of Trust do not conflict with, but are more onerous than, the requirements of Securities Legislation, the requirements of Securities Legislation shall prevail.

IN WITNESS WHEREOF the Trustee has caused this Declaration of Trust to be executed by the proper signing officers, duly authorized in that regard.

RBC GLOBAL ASSET MANAGEMENT INC.

By: ***“Frank Lippa”***

Name: Frank Lippa

Title: Chief Financial Officer & Chief
Operating Officer

By: ***“Jonathan Hartman”***

Name: Jonathan Hartman

Title: Vice President