

**CIBC Mellon General Tax-Free Savings Account
Declaration of Trust**

We, CIBC Mellon Trust Company, are a trust company incorporated under the laws of Canada, with our head office located at Toronto, Ontario. You are the holder named in the Application (your "Application") on the other side of this Declaration. We agree to act as trustee of your **Tax-Free Savings Account** (your "Account") on the following terms and conditions.

1. Registration and Compliance: We will file an election to register your Account under the *Income Tax Act* (Canada) (the "Tax Act") as a tax-free savings account ("TFSA"). It is intended that, at all times, your Account will comply with all relevant provisions of the Tax Act and, if applicable, the *Taxation Act* (Quebec) with respect to a TFSA. You will be bound by the terms and conditions imposed on your Account by all applicable legislation.

2. Contributions to your Account: You may make cash contributions to your Account. We will also accept transfers of cash to your Account from any source permitted by the Tax Act. In addition to cash, in our sole discretion, we may accept securities and other investments acceptable to us, if accompanied by properly executed transfer documents. If your Account is a Group TSFA as indicated in your Application, the employer named in your Application for the purpose of the Group TFSA may remit contributions to your Account on your behalf. We will hold contributions and transfers made to your Account, investments made with those contributions and any income or capital gains realized in respect of those investments in trust in accordance with Section 146.2 of the Tax Act.

3. Investments: Contributions and transfers to your Account will be invested and reinvested from time to time according to your investment instructions in securities of the investment funds of the fund manager (the "Manager") listed on the Application or such other investments as we may permit from time to time. However, your Account may not hold prohibited investments. We will not be limited to investments authorized by law governing the investment of property held in trust. Before we will act on your investment instructions, the instructions must be in a form acceptable to us and be accompanied by related documentation as we may require in our sole discretion. We may accept and act on any investment instructions which we believe in good faith to be given by you. Cash distributions received and capital gains realized on investments held in your Account will be invested in additional investments of the same type from which the distribution or gain was made unless you instruct otherwise. We may retain any cash balances in your Account and may, but need not, hold the same in our deposit department or in the deposit department of one of our Affiliates; but we and our Affiliates shall not be liable to account for any profit to any person other than at a rate, if any, established from time to time by us or our Affiliates. For the purposes of this paragraph 3, "Affiliate" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and The Bank of New York Mellon and each of their affiliates within the meaning of the OBCA.

We shall have no responsibility or obligation with respect to the performance of any investment or reinvestment of the property held in your Account or the monitoring of the investments so made. Our obligation relating to the investment of the property held in your Account shall be limited to registering the investments of your Account in our own name, in the name of our nominee, in bearer form or in such other name as we may determine, and generally exercising all powers or rights of an owner with respect to all securities held by us for your Account, including the right to vote or give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

4. Your Responsibility: You alone are responsible for: (a) ensuring that contributions to your Account do not exceed the maximum limits permitted by the Tax Act; (b) ensuring that any transfers to your Account are permitted by the Tax Act; and (c) ensuring that the

investments held in your Account are qualified investments for your Account under the Tax Act. You acknowledge and accept sole responsibility for these matters. If your Account becomes liable for tax, interest or penalties under the Tax Act or similar provincial legislation, we may realize sufficient investments of your Account, selected in our sole discretion, to pay the liability and we will not be liable for any resulting loss.

5. Delegation to Manager by Trustee: You expressly authorize us to delegate to the Manager the performance of certain of our administrative and custodial duties and obligations under your Account as the Manager is prepared to accept and acknowledges that, to the extent we delegate any of such duties or obligations, we shall thereby be absolutely released and discharged from performing such duties and obligations. Such duties and obligations which may be delegated include but are not limited to the following:

- a) receiving and processing contributions under your Account from you;
- b) receiving and forwarding your investment instructions to us; and
- c) receiving and forwarding your instructions relating to payments out of your Account to us pursuant to the provisions provided herein.

6. Withdrawals and Refunds: Following the receipt of your written instructions in a form acceptable to us, we will make a payment from your Account in the amount specified by you in such instructions or where such amount is required to be paid to the taxpayer to reduce the taxes otherwise payable by the taxpayer under Part X1.01 of the Tax Act. We may realize investments of your Account selected by us in our sole discretion for the purposes of making the payment and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld.

7. Transfers from your Account: Following the receipt of your written instructions in a form acceptable to us, we will transfer all or part of the assets of your Account (net of all proper charges) to the issuer of a TFSA, as instructed by you in the notice. Upon request, we will provide the issuer of the recipient Account with all relevant information in our possession. We will sell or transfer specific investments of your Account to effect the transfer if instructed by you in writing. In the absence of satisfactory written instructions, we may sell or transfer any investments of your Account selected by us in our sole discretion to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments in your Account.

8. Beneficiary Designation: If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Account in the event of your death before the maturity of your Account. You may make, change or revoke your designation by sending us a written notice signed by you in a form acceptable to us. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us. If we receive more than one beneficiary designation from you, the latest designation shall revoke all previous designations.

9. Death: Upon receipt of satisfactory evidence of your death and any other documents as we may require and provided that you made the spousal election on the Application, we will hold the assets of your Account with your spouse as the successor holder; if your spouse was living at the date of your death. If your spouse becomes the successor holder of your Account, your spouse will be deemed to be the holder of your Account with the same rights as if your spouse had been the original holder.

If your spouse is not the successor holder or does not become the successor holder, we will hold the assets of your Account for payment in a lump sum to your designated beneficiary, in accordance with Section 8 herein, if that person was living at the date of your death. If you are not

permitted to designate a beneficiary, have not designated a beneficiary or if the designated beneficiary predeceases you; the assets of your Account will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges and any applicable taxes after we receive the releases and other documents that we require in our sole discretion.

10. Prohibition: Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Account may be extended to you or a person with whom you do not deal at arm's length. The assets of your Account may be pledged, assigned or otherwise encumbered. We will not make any payments from your Account except those specifically permitted under the provisions of this Declaration or the Tax Act.

Your Account shall be maintained for your exclusive benefit and prohibits

- a) while there is a holder of the CIBC Mellon General Tax-Free Savings Account, anyone that is neither you or us from having rights under your Account relating to the amount and timing of distributions and the investing of the assets of your Account;
- b) anyone other than you from making contributions under your Account; and
- c) the trust from borrowing money or other property for the purposes of your Account.

11. Date of Birth and Social Insurance Number: The statement of your birth date and social insurance number in your Application is deemed to be a certification of its truth and your undertaking to provide proof, satisfactory to us in our sole discretion, if we request.

12. Accounting and Reporting: We will maintain an account of your Account containing such information with respect to the Account as required for purposes of the Tax Act. We will send you at least annually a statement of your account. We will provide any applicable tax reporting required to be filed with your personal income tax return relating to contributions to or withdrawals from your Account for the previous year, in accordance with the Tax Act.

13. Notice: Any notice required or permitted to be given to you by us will be sufficiently given if mailed, postage prepaid, to you at your address as indicated on your Application or any subsequent address that you have provided to us in writing for that purpose. Notice will be deemed to have been received by you on the day of mailing. Any notice required or permitted to be given to us by you will be sufficiently given if mailed, postage prepaid, to us at our head office in Toronto. Notice will be deemed to have been given on the actual date received by us.

14. Fees and Expenses: We may charge you or your Account fees for our services under this Declaration. We will give you at least 30 days' notice of any increase in our fees. We are entitled to reimbursement from your Account for all disbursements and expenses (including taxes, interest and penalties) reasonably incurred by us in connection with your Account. We are entitled to deduct our unpaid fees, disbursements and expenses from the assets of your Account and for this purpose you authorize us to realize sufficient assets of your Account selected in our sole discretion. We will not be responsible for any resulting loss.

15. Delegation of Duties: In addition to Section 5 herein, we may appoint agents and may delegate to our agents the performance of clerical, administrative and other duties under this Declaration. We may employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our advisors or agents. We may pay to any advisor or agent all or part of the fees received by us under the provisions of this Declaration.

16. Our Responsibility: We acknowledge that we are ultimately responsible for the administration of your Account. We, our officers, employees and agents are indemnified by you and your Account from and against all expenses (including reasonable counsel fees and expenses) liabilities, claims and demands that may arise from holding the assets of your Account; dealing with the assets of your Account in accordance with investment instructions which we, our officers, employees or agents believe in good faith to be given by you or your properly authorized agent; delivering or releasing assets of your Account in accordance with this Declaration; and performing our obligations hereunder; except to the extent that such expenses, liabilities, claims and demands are caused by our gross negligence, wilful misconduct, fraud or bad faith. Notwithstanding any other provision of this Declaration, we will not be liable for any loss or penalty suffered as a result of any act done by us in reasonable reliance of your authority or the authority of your properly authorized agent or legal representatives. This indemnification shall survive the termination of this Declaration of trust and your Account.

17. Successor Trustee: We may resign and be discharged from all duties and liabilities under this Declaration by giving you at least 30 days' written notice. The Manager is nominated to appoint a successor trustee. Upon acceptance of the office of trustee of your Account, the successor trustee will be trustee of your Account as if it had been the original declarant of your Account. Notwithstanding any other provision herein, any corporation which may result from our merger or amalgamation with one or more other corporations or any trust company that succeeds to or acquires all or substantially all of our trust business shall thereupon become the successor trustee for all purposes hereunder without any further act or formality provided that your Account remains registered in accordance with Section 1 herein.

18. Discharge of Trustee: Upon the final payment or transfer out of all the assets in your Account in accordance with the terms hereof, we shall be fully and finally discharged of all obligations hereunder, and the trusts created hereby shall cease and be of no further force or effect.

19. Amendments: From time to time, we may amend this Declaration with the approval of Revenue Canada Agency provided that the amendment does not disqualify your Account as a TFSA under the Tax Act. Any amendment to ensure that your Account continues to comply with the Tax Act will be effective without notice. Any other amendment will be effective not less than 30 days' after written notice has been provided to you.

20. Language: You have requested that your Application, this Declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.

21. Privacy: We will collect, use and disclose personal information to establish and service your Account, as required or permitted by law and as disclosed in our Privacy Policy. We may, from time to time, disclose or transfer personal information given to us by you to the agents and/or the employer named in your Application. By applying for your Account, you are consenting to these collections, uses and disclosures. Our Privacy Policy is available on request from any of our offices.

22. Governing Laws: This Declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this Declaration and your Application will have the same meaning as for the purposes of the Tax Act and shall include common-law partner as defined in the Tax Act.

Revised: December 2011



CIBC MELLON GENERAL TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

1. MANAGER CANOE FINANCIAL LP Account Number

2. CLIENT INFORMATION HOLDER
Please check one: Mr. Mrs. Miss. Ms. Dr.
Language Preference English French
Occupation: day month year
Date of Birth: day month year
First Name
Address
City/Province Postal Code

3. SPOUSAL ELECTION
I designate my Spouse as my Successor Holder for my Account in the event of my death.

SPOUSAL INFORMATION (To be completed only if you have made an election in this Section 3)
Spouse's Social Insurance Number Spouse's Date of Birth day month year
Spouse's Last Name Spouse's First Name

4. BENEFICIARY DESIGNATION (Where permitted by law)
In certain provinces a beneficiary designation or any revocation thereof may be made only by a will. In addition, in some cases the rights of the Holder's spouse may override such beneficiary designation. Also, as your designation may not automatically change as a result of your future marriage or marriage breakdown, you may need to complete a new designation for this purpose. It is your sole responsibility to ensure that the beneficiary designation is effective and is changed when appropriate.

If I did not make a spousal election under Section 3. above, I designate the person named below as my beneficiary under my Account and hereby revoke all prior designations.
Beneficiary's Name Relationship

5. TRANSFER DUE TO THE DEATH OF THE HOLDER
Is this a transfer due to the death of the holder under another tax-free savings account?
Yes No. If yes, complete the following information on the Deceased:
Deceased's Social Insurance Number Deceased's Date of Death day month year
Deceased's Last Name Deceased's First Name

6. PRE-AUTHORIZED CHEQUING PLAN
I authorize CIBC Mellon Trust Company or, if applicable, the Manager to debit my bank account as follows:
Frequency (Please choose only one):
Monthly Quarterly Semi-Annually Annually
Day of Month for Contribution

BANKING INFORMATION (Please complete and attach a void cheque)
Account Owner(s) Name(s) Bank Name
Bank Transit Number Bank Account Number



**CIBC MELLON GENERAL TAX-FREE SAVINGS ACCOUNT
APPLICATION FORM**

7. INVESTMENT INSTRUCTIONS

I direct the investments of the contributions and, if any, transfers to my Account to be allocated as follows:

No.	Investment Selection	Dollars	or	Percentage
040	EnerVest Natural Resource Fund			
101	Canoe 'GO CANADA!' Canadian Money Market Class Series A Front End			
103	Canoe 'GO CANADA!' Canadian Money Market Class Series F			
201	Canoe 'GO CANADA!' Canadian Monthly Income Class Series A Front End			
202	Canoe 'GO CANADA!' Canadian Monthly Income Class Series A Low Load			
203	Canoe 'GO CANADA!' Canadian Monthly Income Class Series F			
204	Canoe 'GO CANADA!' Canadian Monthly Income Class ST6 Front End			
205	Canoe 'GO CANADA!' Canadian Monthly Income Class ST6 Low End			
301	Canoe 'GO CANADA!' Canadian Asset Allocation Class Series A Front End			
302	Canoe 'GO CANADA!' Canadian Asset Allocation Class Series A Low Load			
303	Canoe 'GO CANADA!' Canadian Asset Allocation Class Series F			
304	Canoe 'GO CANADA!' Canadian Asset Allocation Class T6 Front End			
305	Canoe 'GO CANADA!' Canadian Asset Allocation Class T6 Low End			
401	Canoe 'GO CANADA!' Canadian Equity Class Series A Front End			
402	Canoe 'GO CANADA!' Canadian Equity Class Series A Low Load			
403	Canoe 'GO CANADA!' Canadian Equity Class Series F			
404	Canoe 'GO CANADA!' Canadian Equity Class T6 Front End			
405	Canoe 'GO CANADA!' Canadian Equity Class T6 Low End			
501	Canoe 'GO CANADA!' Canadian Energy Class Series A Front End			
502	Canoe 'GO CANADA!' Canadian Energy Class Series A Low Load			
503	Canoe 'GO CANADA!' Canadian Energy Class Series F			
601	Canoe 'GO CANADA!' Bond Advantage Fund Series A Front End			
602	Canoe 'GO CANADA!' Bond Advantage Fund Series A Low Load			
603	Canoe 'GO CANADA!' Bond Advantage Fund Series F			
606	Canoe 'GO CANADA!' Bond Advantage Fund Series I			
701	Canoe 'GO CANADA!' Bond Advantage Class Series A Front End			
702	Canoe 'GO CANADA!' Bond Advantage Class Series A Low End			
703	Canoe 'GO CANADA!' Bond Advantage Class Series F			
801	Canoe 'GO CANADA!' Enhanced Income Fund Series A Front End			
802	Canoe 'GO CANADA!' Enhanced Income Fund Series A Low Load			
803	Canoe 'GO CANADA!' Enhanced Income Fund Series F			
806	Canoe 'GO CANADA!' Enhanced Income Fund Series I			
901	Canoe 'GO CANADA!' Enhanced Income Class Series A Front End			
902	Canoe 'GO CANADA!' Enhanced Income Class Series A Low Load			
903	Canoe 'GO CANADA!' Enhanced Income Class Series F			
1001	Canoe 'GO CANADA!' Equity Income Class Series A Front End			
1002	Canoe 'GO CANADA!' Equity Income Class Series A Low Load			
1003	Canoe 'GO CANADA!' Equity Income Class Series F			
2001	Canoe 'GO CANADA!' Energy Income Class Series A Front End			
2002	Canoe 'GO CANADA!' Energy Income Class Series A Low Load			
2003	Canoe 'GO CANADA!' Energy Income Class Series F			
3001	Canoe 'GO CANADA!' Capital Appreciation Class Series A Front End			
3002	Canoe 'GO CANADA!' Capital Appreciation Class Series A Low Load			
3003	Canoe 'GO CANADA!' Capital Appreciation Class Series F			
	TOTAL			100%

8. INVESTMENT RESTRICTIONS

I acknowledge that CIBC Mellon Trust Company will not automatically re-align my Account to ensure that my Account does not hold non-qualified investments and does not incur a tax penalty. I further acknowledge that the monitoring of the investments in my Account and any penalty taxes payable for non-qualified investments are solely my responsibility.



**CIBC MELLON GENERAL TAX-FREE SAVINGS ACCOUNT
APPLICATION FORM**

I am fully aware of the terms under which contributions may be made to my Account and that under the *Income Tax Act* (Canada) and, if applicable, the *Taxation Act* (Quebec), under which my Account is constituted and registered or on any holdings of non-qualified investments in my Account.

I authorize CIBC Mellon Trust Company to sell assets out of my Account to pay any penalty taxes assessed.

9. AUTHORIZATION

I request CIBC Mellon Trust Company to file an election to register my Account as a Tax-Free Savings Account under the *Income Tax Act* (Canada), under any other applicable tax Act in Canada. I understand that my Account will be subject to the provisions of the said Acts. I acknowledge that my Account is subject to the terms and conditions set out above and in the Declaration of Trust and have read and agree to be bound by such terms and conditions.

I have requested this document to be drawn in the English language. J'ai exigé que ce document soit rédigé en anglais.

This Application is accepted by the undersigned in accordance with the Declaration of Trust attached to this Application.

CIBC MELLON TRUST COMPANY

Per: 

_____ Holder's Signature

_____ Date

Representative Code _____

Dealer Code _____