

AIM Funds Management Inc.

Investment Application



AIM Funds Management Inc.

AIM Funds Management Inc. (AIM) is one of Canada's largest mutual fund companies with over \$34 billion* in assets under management. A subsidiary of U.K.-based AMVESCAP PLC, one of the world's largest independent investment managers, AIM employs more than 1,000 people in its Calgary, Montreal, Toronto and Vancouver offices.

AMVESCAP is dedicated to helping people worldwide build their financial security, offering a broad array of investment products and services to individuals and institutional investors in 150 countries. Its securities trade on the London, Frankfurt, New York, Paris and Toronto stock exchanges. AIM and its associated companies under the AMVESCAP umbrella draw on the talents and expertise of more than 550 investment professionals in more than 25 countries to manage over \$600 billion* in assets worldwide.

*As at December 31, 2000



| FUND NAMES | | FUND NUMBERS | | | | | | | | | |
|--|-------------------------|--------------|------------|------|------|-------------|------|------|----------------------------|------|------|
| FIXED-INCOME FUNDS | MUTUAL FUND CORPORATION | PREFIX | C\$ OPTION | | | US\$ OPTION | | | GLOBAL RSP FUND C\$ OPTION | | |
| | | | SC | DSC | LL | SC | DSC | LL | SC | DSC | LL |
| Canadian | | | | | | | | | | | |
| Trimark Interest Fund * | | AIM | 1533 | 1531 | 1535 | - | - | - | - | - | - |
| AIM Canada Money Market Fund * | | AIM | 023 | 021 | 025 | - | - | - | - | - | - |
| Trimark Government Income Fund * | | AIM | 1613 | 1611 | 1615 | - | - | - | - | - | - |
| Trimark Canadian Bond Fund * | | AIM | 1653 | 1651 | 1655 | - | - | - | - | - | - |
| AIM Canadian Bond Fund * | | AIM | 991 | 992 | 903 | 400 | 401 | 402 | - | - | - |
| Trimark Advantage Bond Fund * | | AIM | 1643 | 1641 | 1645 | - | - | - | - | - | - |
| Global | | | | | | | | | | | |
| Trimark U.S. Money Market Fund | | AIM | - | - | - | 1754 | 1752 | 1756 | - | - | - |
| AIM Short-Term Income Class 'A' | ■ | AIM | 563 | - | 565 | 564 | - | 566 | - | - | - |
| AIM Short-Term Income Class 'B' | ■ | AIM | - | 561 | - | - | 562 | - | - | - | - |
| AIM Global Bond Fund | | AIM | 013 | 011 | 015 | 014 | 012 | 017 | - | - | - |
| Trimark Global High Yield Bond Fund ④ | | AIM | 1763 | 1761 | 1765 | 1764 | 1762 | 1766 | 1903 | 1901 | 1905 |
| BALANCED FUNDS | | | | | | | | | | | |
| Canadian | | | | | | | | | | | |
| Trimark Income Growth Fund * | | AIM | 1543 | 1541 | 1545 | - | - | - | - | - | - |
| Trimark Select Balanced Fund * | | AIM | 1573 | 1571 | 1575 | - | - | - | - | - | - |
| AIM Canadian Balanced Fund * | | AIM | 597 | 598 | 906 | - | - | - | - | - | - |
| Global | | | | | | | | | | | |
| Trimark Global Balanced Fund ④ | | AIM | 1773 | 1771 | 1775 | 1774 | 1772 | 1776 | 1913 | 1911 | 1915 |
| AIM Global Growth & Income Fund ④ | | AIM | 003 | 001 | 005 | 004 | 002 | 006 | 213 | 211 | 215 |
| CANADIAN EQUITY FUNDS | | | | | | | | | | | |
| AIM Canada Income Class * | ▲ | AIM | 313 | 311 | 315 | - | - | - | - | - | - |
| Trimark Canadian Fund * | | AIM | 1523 | 1521 | 1525 | - | - | - | - | - | - |
| Trimark Canadian Endeavour Fund ¹ * | | AIM | 1553 | 1551 | 1555 | - | - | - | - | - | - |
| Trimark Select Canadian Growth Fund * | | AIM | 1583 | 1581 | 1585 | - | - | - | - | - | - |
| AIM Canadian First Class* * | ▲ | AIM | 323 | 321 | 325 | - | - | - | - | - | - |
| Trimark Enterprise Fund * | | AIM | 1713 | 1711 | 1715 | - | - | - | - | - | - |
| AIM Canadian Premier Fund * | | AIM | 924 | 925 | 729 | - | - | - | - | - | - |
| AIM Canadian Premier Class ² * | ▲ | AIM | 303 | 301 | 305 | - | - | - | - | - | - |
| AIM Canadian Leaders Fund * | | AIM | 970 | 971 | 972 | - | - | - | - | - | - |
| Trimark Canadian Small Companies Fund * | | AIM | 1683 | 1681 | 1685 | - | - | - | - | - | - |
| Trimark Enterprise Small Cap Fund * | | AIM | 1703 | 1701 | 1705 | - | - | - | - | - | - |
| AMERICAN EQUITY FUNDS | | | | | | | | | | | |
| Trimark U.S. Companies Fund ④ | | AIM | 1743 | 1741 | 1745 | 1744 | 1742 | 1746 | 1893 | 1891 | 1895 |
| Trimark U.S. Companies Class ¹ | ■ | AIM | 693 | 691 | 695 | 694 | 692 | 696 | - | - | - |
| AIM American Blue Chip Growth Fund ④ | | AIM | 794 | 795 | 793 | 796 | 797 | 798 | 243 | 241 | 245 |
| AIM American Mid Cap Growth Class | ■ | AIM | 503 | 501 | 505 | 504 | 502 | 506 | - | - | - |
| AIM American Aggressive Growth Fund | | AIM | 132 | 133 | 134 | 135 | 136 | 137 | - | - | - |
| GLOBAL EQUITY FUNDS | | | | | | | | | | | |
| Trimark Fund | | AIM | 1513 | 1511 | 1515 | 1514 | 1512 | 1516 | - | - | - |
| Trimark Select Growth Fund ④ | | AIM | 1563 | 1561 | 1565 | 1564 | 1562 | 1566 | 1723 | 1721 | 1725 |
| Trimark Select Growth Class ¹ | ■ | AIM | 683 | 681 | 685 | 684 | 682 | 686 | - | - | - |
| AIM Global Blue Chip Fund ³ | | AIM | 989 | 990 | 907 | 333 | 334 | 335 | - | - | - |
| Trimark International Companies Fund ④ | | AIM | 1733 | 1731 | 1735 | 1734 | 1732 | 1736 | 1883 | 1881 | 1885 |
| AIM International Growth Class ④ | ■ | AIM | 633 | 631 | 635 | 634 | 632 | 636 | 433 | 431 | 435 |
| AIM Global Theme Class ④ | ■ | AIM | 593 | 591 | 585 | 594 | 592 | 586 | 223 | 221 | 225 |
| AIM Global Aggressive Growth Class ④ | ■ | AIM | 623 | 621 | 625 | 624 | 622 | 626 | 423 | 421 | 425 |
| Trimark Europlus Fund ④ | | AIM | 1673 | 1671 | 1675 | 1674 | 1672 | 1676 | 1873 | 1871 | 1875 |
| AIM European Growth Fund ④ | | AIM | 595 | 596 | 904 | 602 | 604 | 606 | 233 | 231 | 235 |
| AIM European Growth Class | ■ | AIM | 643 | 641 | 645 | 644 | 642 | 646 | - | - | - |
| AIM Indo-Pacific Fund ⁴ ④ | | AIM | 1623 | 1621 | 1625 | 1624 | 1622 | 1626 | 1863 | 1861 | 1865 |
| AIM Indo-Pacific Class ⁵ | ■ | AIM | 543 | 541 | 545 | 544 | 542 | 546 | - | - | - |
| Trimark Americas Fund ⁶ ④ | | AIM | 1593 | 1591 | 1595 | 1594 | 1592 | 1596 | 1853 | 1851 | 1855 |
| AIM Latin America Growth Class | ■ | AIM | 523 | 521 | 525 | 524 | 522 | 526 | - | - | - |
| SECTOR FUNDS | | | | | | | | | | | |
| AIM Global Financial Services Class ④ | ■ | AIM | 653 | 651 | 655 | 654 | 652 | 656 | 453 | 451 | 455 |
| Trimark Canadian Resources Fund * | | AIM | 1693 | 1691 | 1695 | - | - | - | - | - | - |
| AIM Global Natural Resources Class | ■ | AIM | 533 | 531 | 535 | 534 | 532 | 536 | - | - | - |
| AIM Dent Demographic Trends Class ④ | ■ | AIM | 613 | 611 | 615 | 614 | 612 | 616 | 413 | 411 | 415 |
| AIM Global Sector Managers Class ④ | ■ | AIM | 673 | 671 | 675 | 674 | 672 | 676 | 443 | 441 | 445 |
| Trimark Discovery Fund ⁸ ④ | | AIM | 1663 | 1661 | 1665 | 1664 | 1662 | 1666 | 1783 | 1781 | 1785 |
| AIM Global Health Sciences Fund ④ | | AIM | 802 | 803 | 804 | 898 | 899 | 900 | 273 | 271 | 275 |
| AIM Global Health Sciences Class | ■ | AIM | 573 | 571 | 575 | 574 | 572 | 576 | - | - | - |
| AIM Global Telecommunications Class ④ | ■ | AIM | 553 | 551 | 555 | 554 | 552 | 556 | 253 | 251 | 255 |
| AIM Global Technology Fund ④ | | AIM | 122 | 123 | 124 | 125 | 126 | 127 | 263 | 261 | 265 |
| AIM Global Technology Class | ■ | AIM | 663 | 661 | 665 | 664 | 662 | 666 | - | - | - |

Please note: If a shareholder switches assets from AIM Canada Fund Inc. to AIM Global Fund Inc. or vice versa, taxes may apply.

▲ Part of AIM Canada Fund Inc. ■ Part of AIM Global Fund Inc. * 100% RSP-eligible ④ Global RSP-eligible version available The code for Trimark Convertible GIC is AIM 9800.

Mutual Fund Corporations Multi-class mutual fund corporations are designed to offer the benefit of tax deferral for investments that are held outside of an RSP or other registered plan. Assets can be switched from one fund to another inside an AIM mutual fund corporation without triggering a taxable transaction. * Formerly AIM Canada Value Class ¹ Subject to regulatory approval, this Fund will be available on or after May 16, 2001.

Effective April 30, 2001, the following Fund name changes will take place: ¹Formerly Trimark RSP Equity Fund. ²Formerly AIM Canada Growth Class. ³Formerly AIM International Value Fund.

⁴Formerly Trimark Indo-Pacific Fund. ⁵Formerly AIM Pacific Growth Class. ⁶Formerly The Americas Fund.



AIM Funds Management Inc.
 5140 Yonge Street, Suite 900, Toronto, Ontario M2N 6X7
 inquiries@aimfunds.ca www.aimfunds.ca
 Telephone: 416.590.9855 or 1.800.874.6275
 Facsimile: 416.590.9868 or 1.800.631.7008

Investment application

Part 1: Plan information Account no. _____ Dealer cross reference account no. _____

- Investment Account Retirement Savings Plan (RSP) Spousal (RSP) Locked-In RSP/Locked-In Retirement Account (LIRA)
- Group RSP Group company name _____ Group account no. _____
- Retirement Income Fund (RIF) Spousal (RIF) Life Income Fund (LIF) Locked-In Retirement Income Fund (LRIF)

Part 2: Personal information Language preference: English French Social Insurance Number (required by Canada Customs & Revenue Agency)

Mr. Mrs. Miss Ms. Dr.

Company (attach Corporate resolution) Formal trust (Trust documents required)

First name _____ Last name _____ Date of birth _____
 (MMDDYYYY)

Address _____ City _____ Prov. _____ Postal code _____

Telephone [] - [] E-mail address _____

- Contributing spouse or Joint owner – (Joint tenants with rights of survivorship unless otherwise specified. Not applicable in Quebec.)
- Social Insurance Number (required by Canada Customs & Revenue Agency) _____
- All joint owners must sign
 One joint owner can sign* (affix signature guarantee stamp to all signatures in **Part 11**)
 Mr. Mrs. Miss Ms. Dr.

First name _____ Last name _____ Date of birth _____
 (MMDDYYYY)

*Applicable only to accounts registered joint with rights of survivorship.

In trust for Social Insurance Number (required by Canada Customs & Revenue Agency) _____

First name _____ Last name _____ Date of birth _____
 (MMDDYYYY)

Part 3: Dealer information

Dealer name _____ Financial advisor name _____

Authorized signature _____ Dealer / Financial advisor code _____

Part 4: Investment and payment information

- Incoming transfer for RSP/ Locked-in RSP/LIRA/RIF/LIF/LRIF
- Transfer from an existing RSP/Locked-in RSP/LIRA Account no. _____ all of the property in the plan or \$ _____
 to this RIF/LIF/LRIF. Please maintain the same investments unless otherwise specified below.

| Investment | | Purchase | | | | GIC | | PAC/Group RSP Contribution | | | SWP/RIF payments/ Customizing service | | |
|------------|------|----------|-------------|--------------------------|--------------------------|----------------|-------------|----------------------------|---------------------------------|-------------|--|--------------------------------------|--------|
| No. | Name | Amount | Front end % | DSC | Low load | Wire order no. | Term (yrs.) | Annual payout* | Amount | Front end % | DSC | Low load | Amount |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> | | | <input type="checkbox"/> | <input type="checkbox"/> | |
| | | | | | | | | | Complete Parts 5 & 9 | | | Complete Parts 6 & 8 or 9 | |

*Interest on GIC will be paid at maturity unless "Annual Payout" box is checked. Annual payout available only for non-registered plans.

Automatic foreign property adjustment (Registered accounts only) When the foreign property held in my registered plan exceeds allowable limits, the excess amount will be transferred automatically at month-end from my highest value foreign investment to my highest value non-foreign investment, subject to switch privileges. If a switch cannot be made into existing investments, the excess will be transferred to the Trimark Interest Fund.

Check if you do not wish to subscribe to this service. In selecting this option, I am aware that adverse tax consequences will result from selecting investments which constitute foreign property in excess of the limits defined in the Income Tax Act (Canada) as amended, for the purposes of registered plans.

Automatic Investment into the Trimark Interest Fund (front end) at 0% commission will occur when monies are received without investment instructions.

- In addition to my semi-annual account statement I choose to receive individual confirmations for each regular or systematic transaction.

Part 5: Pre-authorized chequing plan (Not applicable for Locked-in RSPs/LIRAs/RIFs/LIFs/LRIFs)

Frequency – Please choose one: Weekly Every two weeks Twice monthly* Monthly Every two months Quarterly Semi-Annually Annually

Start date: (MMDDYYYY) *Second monthly date: (DD) (Complete Part 9)

- I/We wish that my/our purchases increase by 5% or _____% the first payment of each calendar year. (Full percentage points only, to a maximum of 10%).
 I/We the Planholder(s) of the plan have read and acknowledged the terms and conditions of the pre-authorized chequing declaration.

Signature(s) of all Depositor(s) as shown in bank records for the account mentioned in **Part 9** if different from applicant(s).

_____ Date _____

Part 6: Systematic withdrawal plan / RIF payment information (Not applicable for RSPs/Locked-In RSPs/LIRAs)

Frequency – Please choose one: Weekly Every two weeks Twice monthly* Monthly Every two months Quarterly Semi-annually Annually

Start date: *Second monthly date: (Complete Part 9)

I understand that if withdrawals are in excess of net capital appreciation, such withdrawals could result in encroachment on, or possible exhaustion of the original capital.

For RIF/LIF/LRIF only: the MINIMUM required annual RIF/LIF/LRIF payment OR the MAXIMUM annual LIF/LRIF payment OR a PERIODIC payment of \$ _____.

Election of spouse as successor annuitant (Not available for LIFs/LRIFs) Where permitted by law, I hereby elect that my spouse become the annuitant under the RIF in the event of my death before the termination of the RIF, if he or she survives me. I reserve the right to revoke this election as permitted by applicable law. *Note: In certain provinces an election of spouse as successor annuitant may be made only by will. If you do not elect that your spouse become the annuitant of the RIF after your death, or, if you do so elect, and your spouse predeceases you, the beneficiary designation for the plan will apply.*

Election of payment based on spouse's age (not available for LIFs in New Brunswick)

I elect that the payment under the RIF/LIF be calculated using the age of my spouse. (Please initial if applicable) _____

Note: For LIFs the minimum payment (based on the spouse's age) cannot exceed the maximum benefit based on the annuitant's age. I understand that this election may not be changed after the end of the year in which this application is made, even in the event of my spouse's death or our separation.

Spouse's name: _____ Date of birth

Part 7: Customizing service (For automatic switches between investments)

Frequency – Please choose one: Weekly Every two weeks Monthly Twice monthly* Every two months Quarterly Semi-Annually Annually

Start date *Second monthly date: Transfer the amount specified in Part 4 as follows:

From investment/account no.: _____ To investment/account no.: _____

Part 8: Distribution options (All distributions will be reinvested unless otherwise indicated below. Not applicable to some investments.)

For investment Deposit directly to bank account (Complete Part 9) Send cheque to address in Part 2

Transfer from investment/account no.: _____ to investment/account no.: _____

Part 9: Banking information (Please complete for PAC, or direct deposit of SWP, RIF or distribution payments)

Peel and place Void Cheque here or complete financial information. →

Name of financial institution _____ Account name (If different from registration) _____

Address _____ City _____ Prov. _____ Postal code _____

Bank code _____ Transit number _____ Account number _____

Part 10: Beneficiary designation

Subject to applicable law, I designate the person(s) named below as my primary and, if any, contingent beneficiary. My primary beneficiary will receive any benefit payable under my registered plan on my death. If my designated primary beneficiary predeceases me and I have not designated any contingent beneficiary, payment will be made to my estate. Where permitted by applicable law, I hereby revoke any previous designations made with respect to this registered plan. I reserve the right to revoke this designation, in whole or in part, at any time.

| First name | Last name | Relationship | Primary | Contingent | Allocation |
|------------|-----------|--------------|--------------------------|--------------------------|------------|
| | | | <input type="checkbox"/> | <input type="checkbox"/> | % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | % |
| | | | <input type="checkbox"/> | <input type="checkbox"/> | % |

Note: All beneficiary designations will be deemed primary beneficiaries, unless the contingent box is checked.

If necessary, add particulars of additional beneficiaries on a separate sheet marked Schedule A. Check if Schedule A is attached.

Part 11: Authorization

I/We request that AIM Funds Management Inc. (the "Principal Distributor") purchase, redeem or exchange units/shares of the investments as indicated. I/We have received the current simplified prospectus of the investment(s) purchased and understand that these transactions are made under the terms and conditions outlined in those documents. I/We request and authorize AIM Funds Management Inc. to purchase GICs from Trimark Trust, as indicated. I/We have requested this form to be in English. J'ai/Nous avons exigé que ce formulaire soit rédigé en anglais.


To: Trimark Trust (the "Trustee") for registered plans

I request that the Trustee apply to register my Retirement Savings Plan/Retirement Income Fund (the "Plan") under the Income Tax Act (Canada) and any applicable provincial income tax legislation. I have read and agree to comply with the terms and conditions set out in the Declaration of Trust and the Planholder Declaration which accompany this application.

For Group RSPs: I authorize and appoint the company as my agent to act on my behalf for purposes of administering the Group Plan and the RSP.

Signature _____ Date _____

Joint signature (Non-registered plans only, if applicable) _____ Date _____

Authorized signature:  _____ Accepted by AIM Funds Management Inc. as agent for Trimark Trust.

**AIM Retirement Savings Plan
Declaration of Trust
Specimen Plan No. 549-002**

Trimark Trust (hereinafter referred to as the "Trustee"), incorporated under the laws of Canada and having an office in the City of Toronto, in the Province of Ontario hereby declares that it agrees to act as Trustee for the Planholder named on the Investment Application (hereinafter referred to as the "Application") under an AIM Retirement Savings Plan (hereinafter referred to as the "Plan") and where applicable, any Locked-In Retirement Account (LIRA) or Locked-in RSP forming part of this Plan, upon the following terms:

1. **Registration:** The Trustee will apply for registration of the Plan as a retirement savings plan under the provisions of the Income Tax Act (Canada) (the "Act") and any applicable provincial income tax legislation relating to retirement savings plans. The Act and such applicable provincial income tax legislation are hereinafter collectively referred to as the "Applicable Tax Legislation."
2. **Planholder's Account:** The Trustee will maintain an account in the name of the Planholder in which will be recorded the contributions made to the Plan by the Planholder or the Planholder's spouse or amounts transferred into the Plan.
3. **Contributions:** Contributions to the Plan received by the Trustee from the Planholder, or the Planholder's spouse, or from the employer on behalf of the Planholder (Group RSP only), and the investment income therefrom shall be held by the Trustee in trust in accordance with the provisions of the Applicable Tax Legislation relating to registered retirement savings plans. The Trustee will invest such contributions for the purpose of providing to the Planholder a retirement income (as provided in paragraph 8 hereof). No contribution may be made to the Plan after Maturity.

It is the responsibility of the Planholder or the Planholder's spouse, as the case may be, to ensure that the contributions made to the Plan do not exceed the maximum permitted deduction under the Applicable Tax Legislation. The Trustee shall, upon receipt of an approved application by the Planholder or the Planholder's spouse, in accordance with the Income Tax Act (Canada), refund to the Planholder or the Planholder's spouse, as the case may be, an amount paid to reduce the tax otherwise payable under Part X.1 of the Income Tax Act (Canada). The application must be in a form satisfactory to the Trustee. The Trustee shall make such inquiries as are necessary to satisfy itself, on a reasonable basis, that the payment requested complies with this paragraph but it is the sole responsibility of the Planholder to make application for payment of an amount referred to above and to ensure that any payment requested in accordance with this paragraph is, as regards such individual, the requested amount.

4. **Investments:** Subject as hereinafter provided, each contribution or transfer to the Plan received by the Trustee, shall be invested in units/shares of the selected AIM and/or Trimark Funds or other investments (hereinafter referred to as "Fund(s)") as set out on the Investment Application or as otherwise directed by the Planholder in writing, as at the then current offering price(s) of the units/shares of the Fund(s) selected on the Investment Application and all cash distributions and dividends received by the Trustee with respect to any such investments shall be invested by the Trustee in units/shares of the Fund(s) at the then net asset value thereof at such time.

In the event that units/shares of the Fund(s) are not, at the time that the Trustee is required to make any investment hereunder, being offered for sale to the public or if units/shares of the Fund(s) should not at such time be "qualified investments" for registered retirement savings plans under Applicable Tax Legislation, the Trustee may, on the direction of the Planholder, invest such contributions or such cash distributions and dividends in investments which in the opinion of the Trustee are comparable investments to units/shares of the Fund(s) and which are "qualified investments" for registered retirement savings plans under Applicable Tax Legislation. All investments made by the Trustee for the Planholder shall be credited by the Trustee to the Planholder's account.

Notwithstanding anything hereinbefore contained, the Trustee is empowered to retain in cash uninvested, such portion of the contributions and/or distributions and dividends as it may in its discretion deem advisable pending receipt of the Planholder's directions with respect to investing any contributions and/or distributions and dividends that are required to be invested other than in units/shares of the Fund(s) or other investments.

The Planholder is responsible for ensuring that any foreign property held in the Plan does not exceed the maximum allowable limit of foreign property permitted under the Applicable Tax Legislation.

After making each investment for the Planholder, the Trustee shall send to the Planholder a statement setting forth the particulars of such investment and the balance of units/shares of the Fund(s) held in the Planholder's account.

5. **Transfers In:** Amounts from other registered plans may be transferred into the Plan in accordance with the Applicable Tax Legislation. Any amount so transferred which is locked-in under pension legislation shall be subject to the additional terms and conditions as set out in the relevant Locked-In Retirement Account (LIRA) or Locked-in RSP Addendum to the Plan.

Transfers Out: The Planholder may, prior to Maturity, request in writing that the Trustee pay all or part of the assets held in the Plan, and the Trustee will liquidate any investments held in the Plan to the extent necessary for this purpose, to the carrier of a registered retirement savings plan or a registered retirement income fund under which the Planholder is the annuitant pursuant to subsection 146(16) of the Act or in the case of marriage breakdown to a registered retirement savings plan or a registered retirement income fund under which the Planholder's spouse is the annuitant pursuant to paragraph 146(6)(b) of the Act, and the corresponding provisions of the Applicable Tax Legislation as outlined in paragraph 8 hereof, subject to the deduction of all proper charges, including income tax, if any, required to be withheld.

6. **Income Tax Receipts:** The Trustee shall forward to the Planholder in each year a receipt or receipts to be filed with the Planholder's tax return with respect to the contributions made by the Planholder, or the Planholder's employer (for Group RSPs) under the Plan in the preceding calendar year and the first 60 days of the year. The Trustee shall, if the Planholder's spouse has made a contribution to the Plan in the first 60 days of the year or in the preceding calendar year, forward a receipt or receipts to the Planholder's spouse to be filed with the spouse's tax return showing the contributions so made.
7. **Date of Birth:** The Planholder's statement of his or her date of birth set forth on the Application shall be deemed to be a certification by the Planholder of his or her age and an undertaking by the Planholder to provide any further evidence or proof of age that may be required when retirement income is provided as described in paragraph 8 hereof.
8. **Retirement Income Provision:** The Planholder may, upon receipt of written notice to the Trustee, specify the date for the commencement of a retirement income, which date shall be no later than the last day of the calendar year in which the Planholder attains age 69, or such date as may be required by the Income Tax Act (Canada) from time to time (such date being referred to herein as "Maturity") or direct the Trustee to transfer the assets of the Plan to the carrier of a registered retirement income fund under which the Planholder is the annuitant pursuant to subsection 146(16) of the Act and the corresponding provisions of the Applicable Tax Legislation.

Any retirement income purchased by the Trustee hereunder shall, at the option of the Planholder, be:

- (i) an annuity payable to the Planholder for the Planholder's life, or to the Planholder for the lives jointly of the Planholder and the Planholder's spouse and to the survivor of them for his or her life, commencing at Maturity and with or without a guaranteed term not exceeding such period of time calculated in accordance with the formula set out in clause (ii) below; or
- (ii) an annuity commencing at Maturity payable to the Planholder for life, or to the Planholder for life and to the Planholder's spouse after the Planholder's death, for a term of years equal to 90 minus either the age in whole years of the Planholder at the Maturity of the Plan or, where the Planholder's spouse is younger than the Planholder and the Planholder so elects, the age in whole years of the Planholder's spouse at the Maturity of the Plan.

Any annuity so acquired;

- a) shall pay equal annual or more frequent periodic amounts which may only be increased or reduced as permitted by paragraph 146(3)(b) of the Act and the corresponding provisions of the Applicable Tax Legislation;
- b) shall provide for full or partial commutation and, where such commutation is partial, shall pay equal annual or more frequent periodic payments thereafter which may only be increased or reduced as permitted by paragraph 146(3)(b) of the Act and the corresponding provisions of other Applicable Tax Legislation;
- c) shall not provide for periodic payments in a year under the annuity after the death of the first annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death;
- d) shall by its terms not be capable, in whole or in part, of assignment, pledge, or alienation as security for a loan or for any purpose other than that of providing a retirement income; and
- e) shall provide for commutation if such annuity would become payable to a person other than the Planholder; and
- f) shall provide for commutation of the annuity in the event of a shortened life expectancy certified in writing by a medical practitioner.

If the Planholder fails to instruct the Trustee to purchase a retirement income as herein provided before the end of the year in which the Planholder attains 69 years of age, or such date as may be required by the Income Tax Act (Canada) from time to time, the Trustee shall transfer the assets to an AIM Retirement Income Fund, under which the Planholder is the annuitant and the Trustee continues to act as Trustee.

9. **Withdrawals:** The Planholder may, at any time before the purchase of a retirement income and upon provision of written notification to the Trustee, request that the Trustee pay to the Planholder all or part of the assets held in the Plan subject to the deduction of all proper charges, including income tax, if any, required to be withheld, and the Trustee will liquidate any investments held in the Plan to the extent necessary for this purpose.
10. **Death of Planholder:** The Planholder may, as permitted by applicable law, designate a beneficiary or beneficiaries to receive the Planholder's assets in the Plan on the Planholder's death if such beneficiary or beneficiaries survive the Planholder. The Planholder may revoke any such designation in the manner permitted by applicable law.
- In the event of the death of the Planholder prior to Maturity, the Trustee shall, upon receipt of satisfactory evidence and other documents that counsel to the Trustee or its Agent may advise is necessary, pay the assets in the Plan. Payment will be made to the beneficiary or beneficiaries designated by the Planholder or if there is no designated beneficiary to the legal personal representative of the Planholder. Once payment has been made the Trustee is discharged from any further duties or responsibilities in regard to the Plan.
11. **Amendments to Plan:** The Trustee may from time to time in its discretion amend this Declaration of Trust by giving 30 days' prior written notice to the Planholder; provided, however, that no such amendment shall have the effect of disqualifying the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation.
12. **Successor Trustee:** Where the Trustee desires to resign and be discharged from the trusts hereof, or is for any reason incapable of acting as Trustee hereunder, AIM Funds Management Inc. is nominated for the purpose of appointing a successor trustee hereunder to be trustee hereof in the place of the Trustee, and any successor trustee shall, upon acceptance of the trust hereof, be the trustee hereof for all purposes as if such successor trustee had been the original declarant hereof. Such successor trustee shall, within 90 days of its appointment, give written notice of its appointment to the Planholder.
- Any corporation into which the Trustee may be merged, consolidated or amalgamated, or any corporation resulting from any merger, consolidation or amalgamation to which the Trustee is a party, shall be the successor trustee for the Plan, provided such corporation is authorized by law to be the trustee for this Plan, without the execution of any further instrument. Thereafter, any reference in this Plan to the word "Trustee" shall mean any such corporation.
13. **Voting Rights:** The voting rights attached to the units/shares of the Fund(s) registered in the name of the Trustee and credited to the Planholder's account shall be exercised by the Trustee by proxy given in favour of the management of the Fund(s) or in favour of the management of any company, corporation, fund or other entity in question, provided, however, that the Planholder may by notice in writing received by the Trustee at least forty-eight hours prior to any meeting request the Trustee to authorize the Planholder to act as the Trustee's representative for the purpose of exercising the voting rights attaching to the securities registered in the name of the Trustee and credited to the Planholder's account, at any meeting of security holders, whereupon the Trustee shall give such authorization to the Planholder.
14. **No Advantage:** No advantage that is conditional in any way on the existence of this Plan may be extended to the Planholder or to a person with whom the Planholder does not deal at arm's length, other than those advantages or benefits which may be permitted from time to time under paragraph 146(2)(c.4) of the Act and other Applicable Tax Legislation.
15. **Limitation of Liability and Indemnity:** The Trustee or its Agent (whether directly or acting through its agent) shall not be liable in its personal capacity for or in respect of any taxes, interest or penalties which may be imposed on the Trustee or its Agent in respect of the Plan under the Applicable Tax Legislation, whether by way of assessment, reassessment or otherwise, or for any other charges levied or imposed by any governmental authority upon or in respect of the Plan as a result of payments out of the Plan, the purchase, sale or retention of any investment, including without limitation thereof, "non-qualified investments" and "foreign property" within the meaning of Applicable Tax Legislation acquired by the Trustee or its Agent at the direction of the Planholder, or otherwise, and the Trustee or its Agent may reimburse itself for or may pay any such taxes, interest, penalties or charges, out of the assets of the Plan as it in its absolute discretion deems appropriate and may liquidate investments of the Plan, if necessary, for such reimbursement or payment. The Planholder and the heirs, executors and administrators of the Planholder shall at all times indemnify and save harmless the Trustee or its Agent in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee or its Agent in respect of the Plan. The Trustee or its Agent shall not be liable for loss or diminution of the assets of the Plan, except due to its own negligence, willful misconduct or lack of good faith.
16. **Use of Agents:** The Trustee has appointed AIM Funds Management Inc. as its agent (the "Agent") to perform certain administrative duties relating to the operation of the Plan. The Trustee acknowledges and confirms that ultimate responsibility for administration of the Plan remains with the Trustee.
- AIM Funds Management Inc. may assign its rights and obligations under the Plan to any other corporation resident in Canada and authorized to assume and discharge its obligations under the Plan, provided that such corporation shall execute any agreement which is necessary or advisable for the purposes of assuming such obligations and provided that no such assignment may be made without the prior written consent of the Trustee, which may not be unreasonably withheld.
17. **Notices:** Any notice given to the Trustee hereunder shall be sufficiently given if mailed, postage prepaid, addressed to the Agent, at the principal office of the Agent in the City of Toronto in the Province of Ontario and shall be deemed to have been given on the day that such notice is received by the Agent. Any notice, statement or receipt given by the Trustee to the Planholder or the Planholder's spouse shall be sufficiently given if mailed, postage prepaid, addressed to the Planholder or the Planholder's spouse at the address of the Planholder set out in the Application for this Plan, unless the Planholder has notified the Trustee of a new address, in which case notice shall be addressed to the Planholder or the Planholder's spouse at the last address for such purpose so known and such notice shall be deemed to have been given on the day of mailing.
18. **Heirs, Executors and Assigns:** This Declaration of Trust shall be binding upon the heirs, executors, administrators and assigns of the Planholder and upon the respective successors and assigns of the Trustee and the Agent.
19. **Spouse:** Reference to "spouse" throughout this document shall have the meaning of spouse and common law partner as recognized under the Income Tax Act (Canada).
20. **Assignment:** The assets of the Plan are not capable either in whole or in part of being assigned, pledged, alienated or in any way encumbered.
21. **Governing Law:** This Declaration of Trust and the Plan created hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
22. **Definition of Planholder:** The term "Planholder" used throughout this Declaration of Trust and Application means annuitant as defined under Section 146(1) of the Act.

Planholder Declaration to Trimark Trust (the "Trustee")

1. I have read and agree to comply with the "Declaration of Trust" governing the Plan and forming a part of this Application; I understand, if applicable, any relevant Locked-in Retirement Account (LIRA) or Locked-in RSP Addendum to the Plan which governs my locked-in funds will be mailed to the address indicated on the front of this Application after the governing jurisdiction has been confirmed; I agree to comply with the terms and conditions as set forth in the Addendum I receive; I understand and agree that locked-in funds cannot be combined with non locked-in funds; I also agree to comply with the terms and conditions of the Individual Variable Deferred Annuity Contract if I choose an AIM and/or a Trimark Seg Fund;
2. I am aware that benefits paid out under the Plan may be included in my income under the Income Tax Act (Canada) and under any applicable provincial income tax legislation;
3. I shall be solely responsible for determining the amount of contributions to the Plan which are deductible for income tax purposes;
4. Mutual funds are not guaranteed as to principal or return on investment. Mutual funds are not insured by CDIC, the Régie de l'assurance dépôts du Québec or any other deposit insurer nor guaranteed by Trimark Trust. Your unit value and investment income will fluctuate. Les fonds mutuels ne sont pas garantis quant au capital ou au rendement du capital investi. Les fonds mutuels ne sont pas assurés par la SADC, la Régie de l'assurance-dépôts du Québec ou en vertu de toute autre assurance-dépôts, pas plus qu'ils ne sont garantis par Fiducie Trimark. La valeur de vos parts et le rendement de vos placements fluctueront;
5. It is my wish that this Application, the Declaration of Trust, applicable Addendum and all other documents relating to the Plan, have been and shall be drawn up in the English language only. C'est mon désir que cette demande, que l'acte de fiducie (Declaration of Trust), l'addendum applicable ainsi que tout autre document se rapportant au régime (Plan) soient rédigés en anglais seulement;
6. For Group RSPs: I acknowledge that I am a member of the Group RSP for the Group Company named in Part I of the Application; I have authorized my employer to act as my agent and to make payroll deductions from my salary, wages or other remuneration and to contribute the amounts deducted to the Trustee for deposit to my AIM Retirement Savings Plan; and
7. The information contained in this Application is complete and true in all respects.

AIM Retirement Income Fund Declaration of Trust Specimen Plan No. RIF-174

Trimark Trust (hereinafter referred to as the "Trustee"), incorporated under the laws of Canada and having an office in the City of Toronto, in the Province of Ontario hereby declares that it agrees to act as Trustee for the Planholder named on the Investment Application (hereinafter referred to as the "Application") under an AIM Retirement Income Fund (hereinafter referred to as the "RIF") and if applicable, any LIF or LRIF forming part of this RIF, upon the following terms:

1. **Registration:** The Trustee will apply for registration of the RIF as a retirement income fund under the provisions of the Income Tax Act (Canada) (the "Act") and any applicable provincial income tax legislation relating to retirement income funds. The Act and such applicable provincial income tax legislation are hereinafter collectively referred to as the "Applicable Tax Legislation."
2. **Definition of Planholder:** The term "Planholder" used throughout this Declaration of Trust and Application means annuitant as defined under Section 146.3(1) of the Act.
3. **Transfers In:** The Trustee shall accept the transfer of units/shares of the AIM and/or Trimark Funds or other investments listed in the Investment Application (hereinafter referred to as "Fund(s)") in any form acceptable to it from:
 - a) a registered retirement savings plan (within the meaning of the Applicable Tax Legislation) for the Planholder;
 - b) another registered retirement income fund (within the meaning of the Applicable Tax Legislation) for the Planholder;
 - c) the Planholder, to the extent that the amount is an amount described in subparagraph 60(l)(v) of the Act and the corresponding provisions of other Applicable Tax Legislation;
 - d) a registered retirement income fund or registered retirement savings plan (within the meaning of the Applicable Tax Legislation) of the spouse or former spouse of the Planholder pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between the Planholder and his spouse or former spouse in settlement of rights arising out of their marriage, on or after the breakdown of their marriage;
 - e) a registered pension plan of which the Planholder was a member pursuant to subsection 147.1(1) of the Act;
 - f) a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act; or
 - g) a prescribed pension plan in accordance with subsection 146.3(2)(f)(vii) of the Act.

All cash received by the Trustee, shall be invested in the Fund(s) selected in the Investment Application, or as otherwise directed by the Planholder in writing, at the then current offering price, provided that such investments are qualified investments for registered retirement income funds under the Applicable Tax Legislation at the time of such investment.

4. **Distributions:** Distributions received by the Trustee, in respect of assets held in the account of the Planholder shall be reinvested upon receipt thereof in the Fund(s) at the net asset value thereof.
5. **Accounts and Statements:** After making each investment for the Planholder, the Trustee shall send to the Planholder a statement setting forth the particulars of such investment and the balance of units/shares of the Fund(s) in the Planholder's account. In addition, the Trustee shall forward to the Planholder in respect of each year a statement showing all transactions made, and all investment income and the minimum amount (as described in paragraph 7 hereof) that must be paid in the next calendar year. The Trustee shall, in respect of each calendar year, forward to the Planholder a statement showing the total payments made from the RIF during the calendar year in such form as may be prescribed from time to time by the Minister of National Revenue to enable the Planholder to report such payments in the Planholder's tax return.
6. **Investments of the RIF:** It shall be the sole responsibility of the Planholder to choose investments of the RIF, to determine whether any such investment is or remains a qualified investment for registered retirement income funds under Applicable Tax Legislation, to determine whether any such investment would constitute foreign property under Applicable Tax Legislation, to determine whether any such investment would result in the imposition of any penalty or inclusion in the Planholder's income for the year under Applicable Tax Legislation and to determine whether any investments should be purchased, sold or retained by the Trustee as part of the RIF. In the event that investments in the RIF constituting foreign property under Applicable Tax Legislation exceed the limits permitted in Part XI of the Act so that tax is payable by the RIF, the Planholder authorizes the Trustee to redeem sufficient of such foreign property investments at the end of each month to remit the tax owing under Part XI to the Minister of National Revenue.
7. **Payments:** The whole of the property of the RIF shall be invested, used and applied by the Trustee only for the provision of the payments described hereunder to the Planholder and, where the Planholder so elects as provided in paragraph 8, to the Planholder's spouse after the Planholder's death. In each year, commencing not later than the first calendar year after the year in which the RIF is established, the Trustee shall make one or more payments, the aggregate of which is not less than the minimum amount for the year required by paragraph 146.3(1)(b.1) of the Act, provided that the amount of any such payment shall not exceed the value of the property of the RIF immediately before the time of the payment.

The Trustee, may sell such investments as they in their sole discretion deem appropriate for the purpose of providing the cash necessary to make such payment or payments.

The Planholder acknowledges that Fund(s) will be redeemed to make such payment or payments.

The amount and frequency of the payment or payments referred to in this paragraph in respect of any year shall be as specified in writing by the Planholder on the Investment Application or on such form as the Trustee or its Agent may provide for this purpose. The minimum amount of any payment shall be \$50. The Planholder may change the amount and frequency of the said payment or payments or request additional payments by instructing the Trustee or its Agent to make such changes on such forms as the Trustee or its Agent may provide for this purpose. If the Planholder does not specify the payment or payments to be made in a year or if the payment or payments specified are less than the minimum amount for the year, the Trustee shall make such additional payment or payments as it deems necessary so that the minimum amount for that year is paid to the Planholder.

8. **Designation of Successor Annuitant or Beneficiary:** The Planholder may, as permitted by applicable law, elect that the Planholder's spouse become the Planholder under the RIF after the Planholder's death if he or she survives the Planholder. The Planholder may, as permitted by applicable law, designate that any person receive the value of the RIF on the death of the Planholder if such person survives the Planholder and the Planholder has not elected that his or her spouse become the successor annuitant, or, if the Planholder has so elected, the Planholder's spouse does not survive the Planholder. The Planholder may revoke any such election or designation in the manner permitted by applicable law.
 9. **Death of Planholder:** In the event of the death of the Planholder the Trustee shall, upon receipt of satisfactory evidence and other documents as may be required or as counsel to the Trustee or its Agent may advise is necessary, continue payments to the successor annuitant designated in the Application, providing such successor annuitant survives the Planholder. In the absence of a successor annuitant designation, the Trustee shall make payment to the beneficiary or beneficiaries or if there is no designated beneficiary to the legal personal representative of the Planholder.
 10. **Voting Rights:** The voting rights attached to Fund(s) registered in the name of the Trustee and credited to the Planholder's account shall be exercised by the Trustee by proxy given in favour of the management of any company, corporation, fund or other entity in question, provided that the Planholder may, by notice in writing received by the Trustee at least forty-eight hours prior to any meeting, request the Trustee to authorize the Planholder to act as the Trustee's representative for the purpose of exercising the voting rights attaching to the securities registered in the name of the Trustee and credited to the Planholder's account, at any meeting of security holders, whereupon the Trustee shall give such authorization to the Planholder.
 11. **Use of Agents:** The Trustee has appointed AIM Funds Management Inc. as its agent (the "Agent") to perform certain administrative duties relating to the administration of the RIF. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the RIF remains with the Trustee.
 12. **No Advantage:** No benefit or loan that is conditional in any way on the existence of the RIF may be extended to the Planholder or to any person with whom the Planholder does not deal at arm's length, other than those loans or benefits which may be permitted from time to time under paragraph 146.3(2)(g) of the Act.
 13. **Transfer to Another Registered Retirement Income Fund:** Notwithstanding anything herein contained to the contrary, upon receipt of a written direction and appropriate notice from the Planholder in a form satisfactory to the Trustee or its Agent and subject to the provisions of the Applicable Tax Legislation, the Trustee shall transfer all or a portion of the property held in connection with the RIF or an amount equal to its value at the time of such direction, together with all information necessary for the continuance of the RIF, to the carrier of another registered retirement income fund of the Planholder or, to a registered retirement savings plan, or in the case of marriage break-down, the Planholder's spouse, as may be designated by the Planholder in the said notice in the form and manner prescribed by the Applicable Tax Legislation. The Trustee shall retain sufficient property of the RIF in order that the minimum amount for the year in which the transfer is made is paid to the Planholder in that year. Upon such transfer the Trustee shall have no further liability to the Planholder with respect to the value of the RIF or the portion thereof so transferred. The Trustee will deduct taxes from the value of the RIF being transferred, if applicable.
- If only a portion of the property or value of the RIF is transferred, the Planholder will instruct the Trustee in the said notice as to which investments the Planholder wishes to sell or transfer for the purpose of effecting the said transfer. If the Planholder fails to so instruct the Trustee, the Trustee will sell or transfer such investments, as it in its sole discretion deems appropriate.
14. **Limitation on Payments from the RIF:** The Trustee shall make only those payments described in paragraph 7, 9 and 13 hereof. Notwithstanding the foregoing, the Trustee or its Agent may charge to the RIF any taxes, assessments or other charges imposed by any applicable legislation, including any penalties which may arise with respect to any non-qualified investments held in the RIF.
 15. **Assignment:** No payment hereunder is capable either in whole or in part of being assigned, pledged, alienated or in any way encumbered.
 16. **Manner of Payment:** Payments to the Planholder hereunder shall be made by cheque payable to the Planholder and mailed to the address set out in the Application or any subsequent change the Planholder shall have notified the Trustee or its Agent or by transfer to the account of the Planholder at the Planholder's Canadian chartered bank, trust company or credit union as set out in the Application or to such other account of which the Planholder has given the Trustee notice in writing.
 17. **Notice:** Any notice given to the Trustee hereunder shall be sufficiently given if mailed, postage prepaid, addressed to the Agent, at the principal office of the Agent in the City of Toronto in the Province of Ontario and shall be deemed to have been given on the day that such notice is received by the Agent. Any notice given by the Trustee or its Agent to the Planholder shall be sufficiently given if mailed postage prepaid, to the Planholder at the address set out in the Application or at any subsequent address of which the Planholder shall have notified the Trustee or its Agent and any such notice shall be deemed to have been given on the third business day following the day of mailing.

18. Limitation of Liability and Indemnity: The Trustee or its Agent shall not be liable in its personal capacity for or in respect of any taxes, interest or penalties which may be imposed on the Trustee or its Agent in respect of the RIF under the Applicable Tax Legislation, whether by way of assessment, reassessment or otherwise, or for any other charges levied or imposed by any governmental authority upon or in respect of the RIF as a result of payments out of the RIF, the purchase, sale or retention of any investment, including without limitation thereof non-qualified investments and foreign property within the meaning of Applicable Tax Legislation acquired by the Trustee or its Agent at the direction of the Planholder, or otherwise, and the Trustee or its Agent may reimburse itself for or may pay any such taxes, interest, penalties or charges, out of the assets of the RIF as it in its absolute discretion deems appropriate and is authorized to liquidate such assets of the RIF as it in its absolute discretion may deem appropriate for such payment.

The Planholder and the heirs, executors and administrators of the Planholder shall at all times indemnify and save harmless the Trustee or its Agent in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee or its Agent in respect of the RIF. The Trustee or its Agent shall not be liable for any loss or diminution of the assets of the RIF, except due to its own negligence, wrongful act or lack of good faith.

19. Replacement of Trustee: The Trustee may resign by giving 90 days' notice in writing to the Agent, or such shorter notice as the Agent accepts in writing. The Trustee shall agree to resign upon it being given 90 days' notice in writing by the Agent, or such shorter notice as the Trustee accepts in writing provided that the Trustee accepts that the successor trustee so appointed will properly assume and fulfill the Trustee's duties and liabilities hereunder. The resignation or removal of the Trustee shall not take effect until its replacement has been so appointed by the Agent and approved by the Trustee and the Planholder hereunder. Failing the appointment of a replacement by the Agent, as permitted herein, within thirty days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement. Any appointment of a replacement trustee shall be in writing, signed by the person making the same and the person appointed thereby. Any person so appointed shall, without further act or formality, be and become the trustee hereunder and shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the former trustee and with the assets of the Fund as if the replacement trustee had been the original declarant hereof; provided however, that the former trustee shall execute and deliver to the new trustee all such conveyances, transfers and further assurances as may be necessary or advisable for the purposes of assuring the same to the new trustee. Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee and shall be authorized to act as the trustee of a registered retirement income fund under the Applicable Tax Legislation.

20. Amendment: The Trustee may from time to time in its discretion amend this Declaration of Trust by giving 30 days notice in writing to the Planholder; provided however that no such amendment shall have the effect of disqualifying the RIF as a registered retirement income fund within the meaning of the Applicable Tax Legislation.

21. Spouse: The word "spouse" where used herein shall have the meaning of spouse and common law partner as recognized under the Income Tax Act (Canada).

22. Governing Law: This Declaration of Trust shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein.

23. Date of Birth: The Planholder's statement of his or her date of birth on the Application, and, where applicable, that of his or her spouse, shall be deemed to be a certification as to the Planholder's age and, where applicable, that of his or her spouse, and an undertaking to provide any further proof of age as may be required by the Trustee, or its Agent.

24. Heirs, Executors and Assigns: The terms of this Declaration of Trust shall be binding upon the heirs, executors, administrators and assigns of the Planholder and upon the respective successors and assigns of the Trustee and the Agent.

Planholder Declaration to Trimark Trust (the "Trustee")

- I have read and agree to comply with the "Declaration of Trust" governing the RIF and forming a part of this Application; I understand, if applicable, any relevant Life Income Fund (LIF) or Locked-in Retirement Income Fund (LRIF) Addendum to the RIF which governs my locked-in funds will be mailed to the address indicated on the Application after the governing jurisdiction has been confirmed; I agree to comply with the terms and conditions as set forth in the Addendum I receive; I understand and agree that locked-in funds cannot be combined with non locked-in funds; I also agree to comply with the terms and conditions of the Individual Variable Deferred Annuity Contract if I choose an AIM and/or a Trimark Seg Fund;
- I am aware that benefits paid out under the RIF may be included in my income under the Income Tax Act (Canada) and under any applicable provincial income tax legislation;
- Mutual funds are not guaranteed as to principal or return on investment. Mutual funds are not insured by CDIC, the Régie de l'assurance-dépôts du Québec or any other deposit insurer nor guaranteed by Trimark Trust. Your unit value and investment income will fluctuate. Les fonds mutuels ne sont pas garantis quant au capital ou au rendement du capital investi. Les fonds mutuels ne sont pas assurés par la SADC, la Régie de l'assurance-dépôts du Québec ou en vertu de toute autre assurance-dépôts, pas plus qu'ils ne sont garantis par Fiducie Trimark. La valeur de vos parts et le rendement de vos placements fluctueront;
- I will provide, on request, proof of age for myself and, if applicable, for my spouse and such further information as may be required in connection with the registration and administration of the RIF;
- It is my wish that this Application, the Declaration of Trust, applicable Addendum and all other documents relating to the RIF, have been and shall be drawn up in the English language only. C'est mon désir que cette demande, que l'acte de fiducie (Declaration of Trust), l'addendum applicable ainsi que tout autre document se rapportant au régime (RIF) soient rédigés en anglais seulement; and
- The information contained in this Application is complete and true in all respects.

Pre-authorized cheque terms and conditions

In this authorization "I," "me" and "my" refer to each Planholder who has signed the Investment Application to set up a pre-authorized cheque arrangement with AIM Funds Management Inc. ("AIM").

I agree to participate in this pre-authorized debit plan and I authorize AIM to draw a debit, in paper, electronic or other form (a "Pre-Authorized Debit"), on my account indicated on the Investment Application (the "Account") at the financial institution branch indicated on the Investment Application (the "Financial Institution") for the purpose of purchase of units/shares, under the terms and conditions agreed to by me with AIM.

I may revoke this Authorization at any time by delivering a written notice of revocation to AIM. I agree that revocation of this Authorization does not terminate any agreement that exists between AIM and me.

I agree that the Financial Institution is not required to verify that any Pre-Authorized Debit has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of purpose of any Pre-Authorized Debit.

In the case of purchase of units/shares, I agree that a Pre-Authorized Debit in the amount as specified on the Investment Application, may be drawn on my account beginning the business day of the month as specified on the Investment Application. This amount may be increased/decreased at a future date as agreed to in writing by me.

Any dispute that I may have concerning a Pre-Authorized Debit may be addressed with AIM. However, I may also dispute a Pre-Authorized Debit (a "Disputed Debit") by providing a signed declaration to the Financial Institution under the following conditions:

- An authorization was never provided to AIM;
- The Pre-Authorized Debit was not drawn in accordance with this Authorization, including failure to provide prior notification in case of variable amount;
- This authorization was cancelled; or
- The Pre-Authorized Debit was posted to the wrong account due to invalid or incorrect information supplied by AIM.

Upon receipt of a written declaration from me that condition (i), (ii), (iii) or (iv) occurred, the Financial Institution will immediately reimburse me for any Disputed Debit up to 90 days after the date the Disputed Debit was posted to my account. I agree that, after this 90 day period, I shall resolve any dispute that I may have concerning a Pre-Authorized Debit solely with AIM.

I agree that delivery of this Authorization to AIM constitutes delivery by me to the Financial Institution.

I warrant that all persons whose signatures are required to sign on the Account have signed this Authorization on the Investment Application.

I will inform AIM, in writing, of any change in the Account information provided in this Authorization five business days prior to the next due date of the Pre-Authorized Debit.

Applicable to the Province of Quebec only: It is the express wish of the parties that this Authorization and any related documents be drawn up and executed in English. Les parties conviennent que la présente autorisation et tous les documents s'y rattachant soient rédigés et signés en anglais.

I understand and agree to the foregoing terms and conditions and I acknowledge receipt of a copy of this Authorization.

AIM Funds Management Inc.

5140 Yonge Street, Suite 900
Toronto, Ontario M2N 6X7

Telephone:

416.590.9855 or 1.800.874.6275

Facsimile:

416.590.9868 or 1.800.631.7008

inquiries@aimfunds.ca

www.aimfunds.ca

Sales Offices

Calgary

Montreal

Toronto

Vancouver



APAINVE(04/01)

Commissions, trailing commissions, management fees and expenses all may be associated with mutual fund investments. Please read the prospectus before investing. Mutual fund securities are not covered by the Canada Deposit Insurance Corporation (CDIC) or by any other government deposit insurer. There can be no assurances that a money market fund will be able to maintain a constant net asset value per unit or that the full amount of your investment will be returned to you. Mutual funds are not guaranteed, their values change frequently and past performance may not be repeated.



Investment Application – new funds

AIM Funds Management Inc. will make the following available for sale on or after October 29, 2001.

| FUND NAMES | FUND NUMBERS | | | | | | | | | | |
|------------------------------------|-------------------------|--------|------------|------|------|-------------|------|------|----------------------------|------|------|
| | MUTUAL FUND CORPORATION | PREFIX | C\$ OPTION | | | US\$ OPTION | | | GLOBAL RSP FUND C\$ OPTION | | |
| AIM CORE BUNDLES™ | | | SC | DSC | LL | SC | DSC | LL | SC | DSC | LL |
| AIM Core Canadian Balanced Class * | ▲ | AIM | 4303 | 4301 | 4305 | – | – | – | – | – | – |
| AIM Core Canadian Equity Class * | ▲ | AIM | 4313 | 4311 | 4315 | – | – | – | – | – | – |
| AIM Core American Equity Class ④ | ■ | AIM | 4503 | 4501 | 4505 | 4504 | 4502 | 4506 | 4203 | 4201 | 4205 |
| AIM Core Global Equity Class ④ | ■ | AIM | 4513 | 4511 | 4515 | 4514 | 4512 | 4516 | 4213 | 4211 | 4215 |
| Trimark Interest Fund* | | AIM | – | 4001 | 4005 | – | – | – | – | – | – |
| AIM Short-Term Income Class* | ■ | AIM | – | 4561 | 4565 | – | 4562 | 4566 | – | – | – |

* These fund codes are only applicable to those investors switching from one of the AIM Core Bundles.™

④ Global RSP-eligible version available

* 100% RSP-eligible

▲ Part of AIM Canada Fund Inc.

■ Part of AIM Global Fund Inc.

AIM Funds Management Inc.

5140 Yonge Street, Suite 900 Toronto, Ontario M2N 6X7

Telephone: 416.590.9855 or 1.800.874.6275

Facsimile: 416.590.9868 or 1.800.631.7008

inquiries@aimfunds.ca advisor.aimfunds.ca

Sales Offices - Calgary • Montreal • Toronto • Vancouver

