

TD Asset Management

Education Savings Plan

Family Beneficiary Plan Application Form





Choose one only:

- Open a TD Mutual Funds Education Savings Plan**
- Open a Joint TD Mutual Funds Education Savings Plan**
(Please ensure that the Joint Subscriber completes Section 2 and 12.)
- Add Beneficiary(ies) to Your TD Mutual Funds Education Savings Plan**

Account / RESP #

Language of preference:
 English (If a Québec resident, see Section 12.)
 French

1 Please Tell Us About Yourself (Subscriber Information)

Note: Subscriber must be legal Age of Majority.

Mr. Mrs. Miss Ms. Other: _____ Gender: Male Female Date of Birth Y Y Y Y / M M / D D

First Name Initial(s) Last Name Mandatory SIN #

Address City Province Country Postal Code

Home Telephone Business Telephone E-mail

2 For a Joint Plan, Please Complete the Following (Joint Subscriber's Information)

Note: Joint Subscriber must be legal Age of Majority.

To be an eligible Joint Subscriber, the individual must be the spouse or common-law partner (as defined in the *Income Tax Act* (Canada)) of the Subscriber in Section 1.

You would like a Joint Plan with right of survivorship with _____ **who is your** _____ **Relationship** _____

First Name Initial(s) Last Name Mandatory SIN # Date of Birth Y Y Y Y / M M / D D

You hereby confirm that the units in the Funds and Portfolios are to be owned by each of you as joint tenants and not as tenants in common, and we are hereby authorized to take instructions or directions from either of you alone with respect to the Plan. A Joint Plan with **right of survivorship** is not available in Quebec.

3 Dealer/Representative Information

Dealer Name Dealer Number

Representative Name Representative Number

Telephone Number Fax Number

4 Designation of Educational Institution and Termination Dates

Designated Educational Institution entitled to amount held under the Plan in case of failure of direction: _____ **Note:** The Subscriber and Joint Subscriber, if applicable, reserve the right to change the educational institution at any time. Name of Institution

Last Date for Contribution to the Plan Y Y Y Y / M M / D D Termination Date of the Plan Y Y Y Y / M M / D D

(No later than December 31st of the 31st year following the year in which the Plan was established.) (No later than December 31st of the 35th year following the year in which the Plan was established.)

5 Please Tell Us About the Beneficiary(ies) of the Plan

The following person(s) is (are) the designated Beneficiary(ies) of this Plan and is (are) to receive the Education Assistance Payments. The Subscriber and Joint Subscriber, if applicable, reserve the right to change the Beneficiary(ies) at any time.

Beneficiary 1 First Name Initial(s) Last Name Relationship of Subscriber

Mandatory SIN # Date of Birth Y Y Y Y / M M / D D Gender: Male Female Parent Grandparent Sibling

Address: Same as Subscriber or City Province Country Postal Code

If the Beneficiary is under 19 years of age, please provide name and address of parent, guardian or public primary caregiver **IF DIFFERENT FROM SUBSCRIBER.**

First Name Initial(s) Last Name

Address City Province Country Postal Code

To apply for the Canada Education Savings Grant (CESG), attach a completed Canada Education Savings Grant Application. Apply for CESG? Yes (form is attached) No (Please note only the Basic CESG can be applied for.)

Beneficiary 2

First Name	Initial(s)	Last Name
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Relationship of Subscriber
 Parent Grandparent
 Sibling

Mandatory
SIN #

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

Gender: Male Female

Address: Same as Subscriber <input type="checkbox"/> or	City	Province	Country	Postal Code
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If the Beneficiary is under 19 years of age, please provide name and address of parent, guardian or public primary caregiver **IF DIFFERENT FROM SUBSCRIBER.**

First Name	Initial(s)	Last Name
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Address	City	Province	Country	Postal Code
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To apply for the Canada Education Savings Grant (CESG), attach a completed Canada Education Savings Grant Application.

Apply for CESG? Yes (form is attached) No (Please note only the Basic CESG can be applied for.)

Beneficiary 3

First Name	Initial(s)	Last Name
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Relationship of Subscriber
 Parent Grandparent
 Sibling

Mandatory
SIN #

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

Gender: Male Female

Address: Same as Subscriber <input type="checkbox"/> or	City	Province	Country	Postal Code
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If the Beneficiary is under 19 years of age, please provide name and address of parent, guardian or public primary caregiver **IF DIFFERENT FROM SUBSCRIBER.**

First Name	Initial(s)	Last Name
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Address	City	Province	Country	Postal Code
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To apply for the Canada Education Savings Grant (CESG), attach a completed Canada Education Savings Grant Application.

Apply for CESG? Yes (form is attached) No (Please note only the Basic CESG can be applied for.)

6 Beneficiary Allocation Instructions

For new Plans, unless otherwise indicated below, all future contributions will be allocated equally (to the nearest whole number) among all beneficiaries within the Plan. For existing Plans (i.e. adding beneficiary(ies)), please indicate below any changes to the percentage allocation (to the nearest whole number) for future contributions including Pre-Authorized Chequing Plan (PAC).

Beneficiary Name	Beneficiary Allocation for Lump Sum Purchase (as shown in Section 7)	Beneficiary Allocation for PAC [†] (as shown in Section 7)

Total**100%****100%**

[†] **Please Note:** Any future lump sum purchase(s) will default to this beneficiary allocation unless otherwise indicated at the time the subsequent contribution is made.

7 Please Tell Us How You Would Like to Invest in Your Education Savings Plan

Fund/ Portfolio #	Fund/Portfolio Name	Lump Sum Purchase Amount	ISC	DSC	LSC	LSC 2	Sales Charge %	Wire Order #	Pre-Authorized Chequing Plan 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"/>			\$
		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			\$
Total		\$ _____							\$ _____

If this is backup documentation for FundSERV Wire Order, please include the Wire Order # in the above table.

ISC = Initial Sales Charge DSC = Deferred Sales Charge LSC = Low Sales Charge LSC2 = Low Sales Charge 2

Please Note: Any future changes to Pre-Authorized Chequing Plan (PAC) instructions (i.e. fund selections) will not automatically amend the Investment Instructions for CESG. To amend CESG % allocation, separate instructions must be provided.

8 Investment Instructions for Canada Education Savings Grant (CESG)

Please complete for Beneficiary(ies) as shown in Section 5. If not completed, will default to TD Canadian Money Market Fund.
(Please note only the Basic CESG can be applied for.)

Fund #	Fund Name	Beneficiary 1	Beneficiary 2	Beneficiary 3
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total		100%	100%	100%

9 Pre-Authorized Contribution Plan (PAC)

Start Date

Frequency: Weekly Bi-weekly Semi-monthly* Monthly
 Bi-monthly** Quarterly Semi-annually Annually

Please indicate investment selection(s) in Section 7.

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

You authorize TDAM to debit the bank account provided in Section 10 for the amount(s) and in the frequencies instructed.

Pre-Authorized Payment Terms and Conditions

You agree to the provisions of these Pre-Authorized Payment Terms and Conditions (the "Authorization") and allow us to process one or more fund transfers as outlined in sections 7 and 9 of this Agreement and in this Authorization for business and/or personal purposes. This Authorization applies if your Financial Advisor or Dealer opens this Account for you in "Client Name". In any other circumstance, you will have a separate agreement with your Financial Advisor or Dealer that will outline how payments from your Bank Account (as defined below) are to be made for purchase and redemption transactions.

You authorize us to debit your deposit account (the "Bank Account") at the financial institution indicated in section 10 of this Agreement (the "Deposit Bank") for payments and all other amounts owing to us under this Agreement. Payments for purchases originating from the Contributing Spouse or Common-law Partner's Bank Account in the case of a Spousal RSP, and in all other cases debits made to pay any amount owing to us under this Agreement shall be processed as Personal PADs, as defined by the Canadian Payments Association. If you are a corporation or other entity, amounts debited to pay any amount owing to us under this Agreement shall be processed as Business PADs. In most other cases, funds will be transferred from the Bank Account held by you directly to the TD Mutual Fund Account that is the subject of this Agreement, in which case, the debit will be processed as a Funds Transfer PAD. You hereby assure us and warrant that all persons whose signatures are required to debit the Bank Account are providing this Authorization or have provided a separate authorization. This Authorization may be cancelled at any time upon 30 days prior notice. Such notice may be in writing or may be given orally (if we are able to verify your identity). To obtain a sample cancellation form or for more information regarding your right to cancel this Authorization, please consult with your financial institution or visit www.cdnpay.ca. Revocation of this Authorization does not

terminate any part of this Agreement and does not relieve you of your obligations to pay the amounts owing under the Agreement. You will inform us in writing of any change in the Bank Account at least 10 days prior to the next regularly scheduled debit, and in the case of debits occurring on a frequency less than 10 days, this Authorization shall be amended by us in respect of debits occurring 10 days from receipt of your notice to us of the change. Delivery of this Authorization to us constitutes delivery by you to the Deposit Bank. The Deposit Bank is not required to verify that a debit to the Bank Account has been made in accordance with this Authorization including, but not limited to, the amount and fulfillment of purpose. You have certain recourse rights if any debit does not comply with this Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. In order to be reimbursed for any disputed debit made to your Bank Account in the case of a Personal PAD or Business PAD, a declaration must be completed and sent to the Deposit Bank not more than 90 calendar days or 10 business days respectively after the date on which the disputed transaction was posted to your Bank account. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

In the case of all Business PADs and Personal PADs, by signing this Authorization, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1, which require us to provide you with a separate summary of your instructions in sections 4 and 6 of this Agreement, and any changes thereto 10 calendar days prior to acting upon them. You agree to keep a separate copy of this Agreement and record any modifications to your instructions in order to prevent any delays and/or denied transactions with respect to your fund transfer requests.

10 Banking Information

For Pre-Authorized Chequing Plans, please attach a void cheque OR complete this section.

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

Please Note: Investment income from dividends and interest will be automatically reinvested in additional units.

11 Use of Information

We may collect your personal information from you or from third parties such as your Financial Advisor/Dealer. We may use your personal information to establish your account and serve you, or as required or permitted by law. We will only share your personal information with third parties with your consent, or as required or permitted by law, or to service your account. Personal information used to service

your account will be shared, as reasonably necessary, with our suppliers and agents, and with your Financial Advisor/Dealer as recorded on our records from time to time. When you provide us with your Social Insurance Number, we may use it to keep your information separate from that of other customers with a similar name. You may obtain a copy of our privacy code by calling us at 1-800-588-8054.

12 Application, Authorization, Disclosure and Registration of Your Education Savings Plan

Unless otherwise indicated, throughout the application and in our other documents, the words “you”, “your” and “yours” mean the subscriber (and any joint subscriber or other individuals with authority over the account). The words “we”, “us” and “our” mean TD Asset Management Inc. (TDAM).

You will receive, from your Financial Advisor, a current prospectus for the applicable TD Mutual Fund(s) and/or Portfolios within two (2) business days of the acceptance of the first contribution to your TD Asset Management Inc. (TDAM) account. If this account is an ESP, you hereby acknowledge receipt of a copy of the 'Terms and Conditions'.

You understand that this subscription is made on the Terms and Conditions for this Education Savings Plan and that it is subject to approval by TDAM. TDAM reserves the right to accept or reject any purchase order within one (1) business day of receipt of the order.

If you are applying to open a Joint Account with Right of Survivorship (not applicable to residents of Québec):

You declare that your interests in the joint account are as joint tenants with full rights of survivorship and not as tenants-in-common. In the event of your death, the entire beneficial interest in the joint account shall be vested in the surviving joint account holder(s) on the same terms and conditions as held, without in any way releasing the decedent’s estate from the joint and several liability of the decedent account holder.

We are hereby authorized to take to instructions or directions from either of you alone with respect to the Plan.

Your direction to open this joint account shall constitute your irrevocable direction to us to pay the balance of the account to the surviving joint account holder(s) on your death on request without making any further inquiries as to any claims by any other party, including your heirs, executors, estate trustees, administrators, assigns of the decedent account holder or any other third party and without any recognition of such claims.

Request to register a TD Mutual Funds Education Savings Plan: You request TD Asset Management Inc. (“TDAM”) to apply to register your TD Mutual Funds Education Savings Plan (the “Plan”) under section 146.1 of the *Income Tax Act* (Canada) and, if applicable, under any provincial income tax legislation. You agree on behalf of yourself, your executors and administrators to be bound by the terms of the Plan in accordance with the Terms and Conditions for the Plan of which you hereby acknowledge receipt. You understand that all benefits paid out of the Plan, other than by way of a refund of amounts paid into the Plan, may constitute taxable income under the *Income Tax Act* (Canada) and, if applicable, under any provincial income tax legislation. You agree that any overpayment to the Plan may cause the payment of penalty tax on the excess as prescribed under the *Income Tax Act* (Canada).

X Signature of Subscriber Date

X Signature of Joint Subscriber (if applicable) Date

Paul Olander

Signature of TD Asset Management Inc. as Promoter and on behalf of The Canada Trust Company.

For Québec Residents Only (Language Preference Agreement)

It is my express wish that this application and any related documents be in English.
J’ai exigé que la présente formule et tous les documents s’y rattachent soient rédigés en anglais.

Initial

Family Beneficiary Plan TD Mutual Funds Education Savings Plan Terms and Conditions

These terms and conditions, together with the application, constitute a contract entered into among TD Asset Management Inc. (the "Promoter"), as Promoter of the Plan, The Canada Trust Company, as Trustee of the Plan and either one individual or an individual and his or her spouse or common-law partner (the "Subscriber"), under which the Promoter agrees to pay or to cause to be paid Educational Assistance Payments to or for one or more Beneficiaries. The Canada Trust Company, a trust company amalgamated under the laws of Canada to carry on in Canada the business of offering to the public its services as a trustee (the "Trustee") hereby declares that it agrees to act as Trustee for the TD Mutual Funds Education Savings Plan.

1. Definitions. In the Plan:

- a) "Accumulated Income Payment" means a payment from the Plan, other than a payment described in any of paragraphs (a) and (c) to (e) of the definition of "trust" as defined in Subsection 146.1(1) of the Tax Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount.
- b) "Assets of the Plan" means all Subscriber Contributions made by or on behalf of the Subscriber under the Plan and all Grants, together with the income and gains derived from the investment thereof, less any losses sustained on the realization of any investment, the fees and out of pocket expenses of the Trustee and the Promoter paid out of the Plan pursuant to Section 17 and any payments from the Plan (including any repayment of Grants), as provided for herein, and includes all investments and all uninvested cash held from time to time by or on behalf of the Trustee in accordance with the Plan.
- c) "Beneficiary" and "Beneficiaries" mean the person or each of the persons designated by the Subscriber as a Beneficiary in respect of the Plan, including a Replacement Beneficiary, and entitled to receive Educational Assistance Payments pursuant to the Plan. Each Beneficiary designated by the Subscriber must be connected to the Subscriber by blood or adoption, as defined herein. Unless a person was, immediately prior to the particular time, a Beneficiary under another family plan, a person shall not be eligible to be designated as a Beneficiary after he or she attains 21 years of age.
- d) "CES Act" means the Canada Education Savings Act (Canada) and the Regulations thereto, as amended from time to time.
- e) "Designated Educational Institution" means (a) an educational institution in Canada that is (i) a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act* or recognized by the appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of *An Act respecting financial assistance for education expenses*, chapter A-13.3 of the Revised Statutes of Quebec, or (ii) certified by the Minister of Human Resources Development to be an educational institution providing courses, other than courses designed for university credit that furnish a person with skills in an occupation.
- f) "Designated Provincial Program" means (a) a program administered pursuant to an agreement entered into under section 12 of the CES Act, or (b) a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.
- g) "Educational Assistance Payment" means any amount, other than a refund of Subscriber Contributions, paid out of the Plan to or for a Beneficiary to assist the Beneficiary to further his or her education at a post-secondary school level.
- h) "Grant" means the Canada Education Savings Grant as provided for only in subsections 5(1), (2) and (3) of the CES Act.
- i) "Plan" means this agreement and the education savings plan established hereunder and known as TD Mutual Funds Education Savings Plan.
- j) "Post-Secondary Educational Institution" means
 - i) an educational institution in Canada that is a Designated Educational Institution; or
 - ii) an educational institution outside Canada that provides courses at a post-secondary school level and that is:
 - (I) a university, college or other educational institution at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks, or
 - (II) a university at which a Beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks.
- k) "Qualifying Educational Program" means a program at a post-secondary school level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 10 hours per week on courses or work in that program.
- l) "Registered Education Savings Plan" has the meaning ascribed thereto by Subsection 146.1(1) of the Tax Act.

m) "Specified Educational Program" means a program at a post-secondary school level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program.

n) "Subscriber" means

- i) each individual with whom the Promoter of the Plan entered into the Plan;
 - ii) an individual who has acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
 - iii) after the death of a Subscriber under the Plan, any other person (including the estate of the Subscriber) who acquires the individual's rights as a Subscriber under the Plan or who makes contributions into the Plan in respect of a Beneficiary, but does not include an individual who disposed of the individual's rights as a Subscriber under the Plan in the circumstances described in paragraph (ii).
- o) "Tax Act" means the Income Tax Act (Canada) and the Regulations thereto, as amended from time to time.
- p) Persons are "connected by blood relationship" if one is the child or other descendant of the other or one is the brother or sister of the other and persons are "connected by adoption" if one has been adopted, either legally or in fact, as the child of the other or as the child of a person who is so connected by blood relationship (otherwise than as a brother or sister) to the other.

2. Responsibility for the Plan. The Promoter has ultimate responsibility for the Plan. Specifically, the Promoter is responsible for applying for registration of the Plan as a Registered Education Savings Plan under the Tax Act and any applicable provincial tax legislation, and for the administration of the Plan. The Trustee is responsible for the trust fund created hereunder and accepts the office of trustee of the Plan upon the terms and conditions herein contained. Without in any way derogating from the ultimate responsibility of the Trustee for the trust fund created hereunder, from time to time the Trustee may delegate to the Promoter as agent for the Trustee, certain of its duties to be performed in respect of such trust fund including the following:

- a) the receipt of Subscriber Contributions;
- b) the investment and reinvestment of Assets of the Plan in accordance with the terms herein;
- c) the collection and remittance of fees and charges applicable hereunder;
- d) the payment of amounts out of the Plan in accordance with the terms herein;
- e) maintaining the accounting records of the Plan;
- f) providing to the Subscriber Statements of account for the Plan; and
- g) such other duties as the Trustee may determine in its discretion from time to time.

3. Registration. The Promoter shall apply for registration of the Plan as a Registered Education Savings Plan pursuant to Section 146.1 of the Tax Act and, if required, the corresponding provisions of any applicable provincial legislation.

4. Payments out of the Trust. Subject to the payment of trustee and administration charges pursuant to Section 17, the Trustee shall irrevocably hold the Assets of the Plan for:

- a) the payment, pursuant to Subsection 12(a), of Educational Assistance Payments to or for a Beneficiary;
- b) the payment of Accumulated Income Payments pursuant to Section 13;
- c) the refund of Subscriber Contributions pursuant to Section 11;
- d) the repayment of Grants (and the payment of amounts related to that repayment) under the CES Act or under a Designated Provincial Program.
- e) the payment pursuant to Subsections 12(b) or 15(d) to or to a trust in favour of an educational institution in Canada described in part (a)(i) of the definition of Designated Educational Institution; or
- f) the payment pursuant to Subsection 12(c) to a trust that irrevocably holds property pursuant to a Registered Education Savings Plan for any of the purposes set out in Subsections (a) to (e) of this Section.

5. Beneficiaries.

- a) Upon establishment of the Plan the Subscriber shall designate in the space provided on the application one or more Beneficiaries in respect of the Plan in accordance with Section 1 hereof each of whom shall be connected to the Subscriber by blood or adoption.
- b) Before an individual may be designated a Beneficiary, the individual's Social Insurance Number must be provided to the Promoter and either
 - i) the individual must be a resident in Canada when the designation is made, or

- ii) the designation is made in conjunction with a transfer of property into the Plan from another Registered Education Savings Plan under which the individual was a beneficiary immediately before the transfer.
 - c) Notwithstanding (b) above, a Social Insurance Number need not be provided in respect of a designation of a non-resident individual as a Beneficiary under the Plan, if the individual was not assigned a Social Insurance Number before the designation is made, and the designation is being made in conjunction with a transfer of property into the Plan from another Registered Education Savings Plan entered into before 1999 under which the individual was a beneficiary immediately before the transfer.
 - d) The Subscriber may at any time and from time to time thereafter revoke the designation of any Beneficiary and designate another beneficiary (a "Replacement Beneficiary") in respect of the Plan. No individual shall be designated as a Replacement Beneficiary unless such individual could have been designated as an original Beneficiary in accordance with the provisions of this Plan, the Tax Act or other applicable laws.
 - e) The Subscriber may also specify, by advising the Promoter in writing, a Designated Educational Institution that will receive any remaining amount held by the Trustee under the Plan on the Termination Date referred to in Section 15. The Subscriber may at any time thereafter change or revoke the Designated Educational Institution as specified.
 - f) Any change made by the Subscriber as provided in (d) or (e) above shall be made by written instrument in form and substance satisfactory to the Promoter which adequately identifies the Plan and the Subscriber's instructions, is dated and executed by the Subscriber and is delivered to the Promoter. If more than one such instrument is delivered to the Promoter, the one bearing the latest execution date shall govern.
 - g) The Subscriber shall, on designating a Beneficiary or Replacement Beneficiary, advise the Promoter in writing of the age and residential address of the Beneficiary or Replacement Beneficiary, as the case may be, and, if the Beneficiary or Replacement Beneficiary is under 19 years of age at the time, whether the Beneficiary or Replacement Beneficiary ordinarily resides with a parent, as defined in the Tax Act and if so, the name and residential address of the parent. Within 90 days after an individual becomes a Beneficiary or a Replacement Beneficiary, as the case may be, the Promoter shall notify the individual or, where the individual is under 19 years of age at the time and ordinarily resides with a parent of the individual, that parent, or a public primary caregiver, if the individual is maintained by a public primary caregiver, in writing of the existence of the Plan and the name and address of the Subscriber. Such notification shall be sufficiently given if mailed, postage prepaid addressed to the Beneficiary, Replacement Beneficiary or parent, or the public primary caregiver, as the case may be, at the residential address of such person.
- 6. Subscriber's Account and Statements.** The Promoter shall maintain a subscriber's account for the Subscriber in which will be recorded;
- a) Subscriber Contributions made by or on behalf of the Subscriber in respect of each Beneficiary pursuant to Subsection 7(a);
 - b) the balance in the Grant account, including the amount of all Grants received from the government, and the portion of Educational Assistance Payments made from the Plan that is attributable to the Grants;
 - c) refunds of Subscriber Contributions to the Subscriber made pursuant to Section 11;
 - d) investments, investment transactions and investment income, gains and losses;
 - e) payments to the Subscriber of Accumulated Income Payments pursuant to Section 13;
 - f) amounts paid to or for a Beneficiary pursuant to Subsection 12(a) as Educational Assistance Payments; and
 - g) amounts paid to Designated Educational Institutions or to other trusts pursuant to Subsections 12(b) or (c).
- The Promoter shall send to the Subscriber monthly in respect of any month during which any transactions were recorded in the Subscriber's account a statement showing all transactions recorded therein during such month and at least quarterly a statement of the Subscriber's account showing the Subscriber's account balance and details of any securities held or owned at the end of the period covered by such statement whether or not any transactions have been recorded in the Subscriber's account during the period covered by such statement.
- 7. Subscriber Contributions.**
- a) Subject to (b) below, any amount may be paid into the Plan at any time or from time to time by or on behalf of the Subscriber in respect of a Beneficiary, provided, however, that any amount so paid (a "Subscriber Contribution") shall not:
 - i) be in respect of a Beneficiary that had attained the age of 21 before the time of the contribution;
 - ii) be less than the minimum Subscriber Contribution established by the Promoter from time to time; and
 - iii) together with all previous Subscriber Contributions in respect of such Beneficiary, exceed the lifetime limit, as defined in subsection 204.9(1) of the Tax Act, as amended from time to time.
 - b) No contributions to the Plan in respect of a Beneficiary shall be made unless
 - i) the Beneficiary's Social Insurance Number is provided to the Promoter before the contribution is made unless the Plan was entered into before 1999, and the Beneficiary is resident in Canada when the contribution is made, or
 - ii) the contribution is made by way of a transfer of an amount, other than an amount in a Canada Learning Bond account, from another Registered Education Savings Plan under which any Beneficiary was immediately before the transfer, a beneficiary under the transferring Registered Education Savings Plan, or
 - iii) the contribution is made by way of a transfer of an amount, other than an amount in a Canada Learning Bond account, from another Registered Education Savings Plan under which a parent of a Beneficiary was a parent of an individual who was, immediately before the transfer, a beneficiary under the transferring Registered Education Savings Plan.
 - c) Subject to the foregoing, any Subscriber Contribution shall be allocated to one or more Beneficiaries as the Subscriber shall from time to time direct or, failing a direction from the Subscriber, on a pro rata basis.
 - d) Notwithstanding the provisions of (a) above, any amount may be paid into the Plan which represents all or any portion of the assets of any other Registered Education Savings Plan entered into by the Subscriber after December 31, 1982 (the "Former Plan") and out of which no Accumulated Income Payment has been made. Any such transfer shall be made in accordance with Subsections 146.1(6.1) and 204.9(5) of the Tax Act. Specifically, the Plan shall be deemed to be entered into on the day that is the earlier of (i) the day on which the Former Plan was entered into, and (ii) the day on which the Plan was entered into. Any amount so transferred shall not be considered to be a Subscriber Contribution made to the Plan at the time of transfer but, to the extent that such amount represents amounts paid into the Former Plan by or on behalf of the Subscriber in respect of a Beneficiary, such amount shall be deemed to be Subscriber Contributions made in respect of such Beneficiary at the same times and in the same amounts as paid into the Former Plan.
 - e) If a Beneficiary named by the Subscriber hereunder ceases to be a Beneficiary under the Plan (a "Former Beneficiary"), and a Replacement Beneficiary is designated in place of such Beneficiary pursuant to Subsection 5(d) hereof, any such replacement must be in accordance with Subsection 204.9(4) of the Tax Act and any Subscriber Contributions made prior to that time in respect of the Former Beneficiary shall be deemed to have been made in respect of the Replacement Beneficiary. If no Replacement Beneficiary is so designated in place of such Former Beneficiary, any Subscriber Contribution made prior to that time in respect of the Former Beneficiary shall be deemed to have been made in respect of such of the remaining Beneficiaries as are designated for such purpose by the Subscriber in such proportions as the Subscriber shall direct.
 - f) No Subscriber Contribution may be made by or on behalf of a Subscriber after the twenty-first year following the year in which the Plan was entered into. If an amount is transferred to the Plan from a Former Plan that was entered into before the Plan was entered into, no Subscriber Contribution may be made by or on behalf of the Subscriber after the twenty-first year following the year in which the Former Plan was entered into.
 - g) The aggregate of Subscriber Contributions to the Plan made in a particular year in respect of a particular Beneficiary, and payments made in that year to all other Registered Education Savings Plans by or on behalf of any person in respect of the Beneficiary shall not exceed the lifetime limit as defined in subsection 204.9(1) of the Tax Act, as amended from time to time.
 - h) If the foregoing limits are exceeded, a refund of Subscriber Contributions pursuant to Section 11 shall be made sufficient to withdraw the Subscriber's share of the excess amount within the meaning of Subsection 204.9 of the Tax Act.
 - i) A Subscriber Contribution does not include an amount paid into the plan under or because of
 - i) the Canada Education Savings Act or a Designated Provincial Program, or
 - ii) any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a public primary caregiver in its capacity as Subscriber under the plan).
- 8. Grants.** The Promoter and the Trustee will ensure that the Grant is applied for as requested. Once received, the Grant will be invested as directed by the Subscriber. Where required by the CES Act or the Tax Act, the Promoter, on behalf of the Trustee, will make a payment from the Plan as a repayment of Grants previously received by the Plan. The Plan will be administered in compliance with the conditions and limitations, applicable to the Grants, which may be imposed from time to time by the CES Act. The Subscriber agrees to provide the Promoter with such information as may be required from time to time in order to enable the Promoter and the Trustee to apply for and administer any Grants in accordance with the Tax Act and the CES Act.
- 9. Investments.** The Trustee shall hold, invest and reinvest the Assets of the Plan in accordance with the written or oral instructions of the Subscriber to the Promoter, in such investments as the Trustee shall make available from time to time. The Trustee may, but need not, require any such direction in writing. The Promoter shall ensure that such investments are qualified investments, as defined in section

146.1 of the Tax Act, for trusts governed by Registered Education Savings Plans. If no direction is received by the Trustee as to the investment of contributions or of any free balance from time to time remaining in the Plan, the Trustee will, by the next business day after receipt, invest all such amounts held in the Plan from time to time in units of the TD Canadian Money Market Fund until a direction in respect thereof is received from the Subscriber. The Trustee, for the purpose of investing and reinvesting the assets of the Plan, shall be released from any claims of, or liability to, the Subscriber in acting pursuant to such directions, unless caused by or resulting from its own dishonesty, bad faith, willful misconduct or gross negligence.

10. Ownership of Investments. The Trustee may hold any investment for the Plan in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. Title to the Assets of the Plan shall at all times be vested solely in the Trustee to be held in accordance with the terms hereof. Subject to the terms hereof, the Trustee may exercise the rights and powers of an owner with respect to all securities held by it for the Plan including the right to vote or give proxies in respect thereof.

11. Refund of Subscriber Contributions and Transfers. The Subscriber shall be entitled, upon written direction to the Promoter, to a refund to him or any person designated by him of any amount not exceeding in total the aggregate of all Subscriber Contributions paid by or on behalf of the Subscriber into the Plan or any amount that was paid into the Plan by way of transfer from another Registered Education Savings Plan where the amount would have been a refund of payments under the other Registered Education Savings Plan if it had been paid at the previous time directly to the Subscriber under the other Registered Education Savings Plan, to the extent of the Assets of the Plan, net of any applicable fees and expenses. Any such refund shall comply with the requirements of the Tax Act and the CES Act. No refund may be paid where such payment would result in the value of the remaining property in the Plan being insufficient to cover any Grant repayment requirement.

12. Educational Assistance and Other Payments. At any time and from time to time upon receipt of a written direction from the Subscriber in such form as is acceptable to the Promoter, the Promoter shall pay out of the net accumulated income (including capital appreciation) of the Plan and out of any Grants as permitted or required by the Tax Act and the CES Act such amount or amounts (less applicable taxes, if any, required to be withheld from any such amount or amounts) as the Subscriber shall direct:

- a) to or on behalf of such Beneficiary as the Subscriber shall direct who
 - i) either
 - A) is, at that time, enrolled as a student in a Qualifying Educational Program at a Post Secondary Educational Institution, or
 - B) has, before that time, attained the age of 16 years and is, at that time, enrolled as a student in a Specified Educational Program at a Post Secondary Educational Institution, and
 - ii) either
 - A) such Beneficiary satisfies, at that time, the condition set out in clause (i)(A), and
 - (I) such Beneficiary has satisfied that condition throughout at least 13 consecutive weeks in the 12-month period that ends at that time, or
 - (II) the total of the payment and all other Educational Assistance Payments made under a Plan of the Promoter to or for the Beneficiary in the 12-month period that ends at that time does not exceed \$5,000 or any greater amount that the Minister designated for the purpose of the CES Act approves in writing, with respect to such Beneficiary, or
 - B) such Beneficiary satisfies, at that time, the condition set out in clause (i)(B) and the total of the payment and all other Educational Assistance Payments made under a Plan of the Promoter to or for such Beneficiary in the 13-week period that ends at that time does not exceed \$2,500 or any greater amount that the Minister designated for the purpose of the CES Act approves in writing with respect to such Beneficiary.
 - b) to, or to a trust in favour of, an educational institution in Canada described in part (a)(I) of the definition of Designated Educational Institution; or
 - c) to a trust that irrevocably holds money or property pursuant to a Registered Education Savings Plan for any of the same purposes as those set out in Section 4.
- Notwithstanding (a) above, an Educational Assistance Payment may be made to or for a Beneficiary at any time in the six-month period immediately following the particular time at which the Beneficiary ceases to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program, as the case may be, if the payment would have complied with the requirements of (a) above had the payment been made immediately before such particular time. The Promoter shall determine whether any conditions precedent to the payment of any amount pursuant to this Section have been satisfied and such determination shall be final and binding on the Subscriber and any Beneficiary.

13. Accumulated Income Payments. At a particular time, upon receipt of a written

direction from the Subscriber in such form as is acceptable to the Promoter, the Promoter shall pay out of the net accumulated income (including capital appreciation) of the Plan such amount or amounts as outlined in subsection 204.94(2) of the Tax Act, (less applicable taxes, if any, required to be withheld from any such amount or amounts) as the Subscriber shall direct. Accumulated Income Payments may be paid under the Plan only if

- a) the payment is made to, or on behalf of a person and not jointly to, or on behalf of, more than one person;
- b) the person is resident in Canada at the particular time; and any of
- c) the payment is made after the 9th year that follows the year in which the plan was entered into and each individual (other than a deceased individual) who is or was a beneficiary under the plan has attained 21 years of age before the payment is made and is not, when the payment is made, eligible under the plan to receive an educational assistance payment,
- d) the payment is made in the year in which the plan is required to be terminated in accordance with Section 15, or
- e) each individual who was a beneficiary under the plan is deceased when the payment is made.

Upon written notice from the Subscriber, the Promoter shall make a written application to the Minister of National Revenue who may waive the application of the conditions in paragraph (c) in respect of the Plan where the Beneficiary under the plan suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution.

14. Responsibilities of the Promoter. The Promoter will be responsible for the administration of the Plan and in connection therewith will:

- a) apply for registration of the Plan as a Registered Education Savings Plan;
- b) invest and reinvest the Assets of the Plan pursuant to the instructions of the Subscriber;
- c) provide to the Subscriber statements of the Subscriber's account;
- d) receive from the Subscriber any change in Beneficiary, Designated Educational Institution, Termination Date or any other matter that requires notification by the Subscriber to the Promoter in accordance with the terms hereof;
- e) make payments out of the Plan pursuant to Sections 11, 12, 13, 15 or 17;
- f) to the extent required, deal with the appropriate taxation authorities in connection with the Plan or any amendment thereof;
- g) ensure that the Plan at all times complies with the requirements of the Tax Act regarding registered education savings plans; and
- h) ensure compliance with all relevant provisions of the Tax Act and the CES Act relating to Grants.

Without derogating from the Promoter's ultimate responsibility for the administration of the Plan, the Promoter may retain the Trustee or other agents to provide administrative services to the Plan. The Promoter shall remain ultimately responsible for the administration of the Plan.

15. Termination Date.

- a) Subject as hereinafter provided, upon the establishment of the Plan the Subscriber shall designate in the space provided in the application the Termination Date which shall be a date not later than the last day of the 25th year following the year in which the Plan is entered into.
- b) If any assets of a Former Plan are transferred to the Plan, the Termination Date shall not be a date later than the last day of the 25th year following the year in which the Former Plan was entered into.
- c) If Accumulated Income Payments are made in accordance with Section 13, the Termination Date shall be before March of the year following the year in which the first such payment was made out of the Plan.
- d) Not less than six months prior to the Termination Date the Promoter shall give notice to the Subscriber, and subject to the terms of any direction given to the Trustee prior to the Termination Date, the Trustee shall pay to the Subscriber as a refund of Subscriber Contributions the maximum amount that would be refunded to the Subscriber on the Termination Date had the Subscriber requested a refund thereof pursuant to Section 11, and shall pay the remaining amount, if any held by it under the Plan on the Termination Date, less any unpaid fees and out-of-pocket expenses, to the educational institution in Canada described in part (a)(I) of the definition of Designated Educational Institution designated by the Subscriber at that time under the Plan (or, in the absence of such a designation, to a Designated Educational Institution selected by the Promoter in its sole discretion).

16. Termination. In the event that the Plan is terminated, the Assets of Plan are required to be used for any of, or any combination of, the purposes described in Section 4.

17. Trustee and Administration Charges. The Promoter may charge the Plan or the Subscriber directly fees for its and the Trustee's services under this contract. The Promoter and the Trustee are entitled to reimbursement from the Plan for all disbursements and expenses (including taxes, interest, penalties or other governmental charges levied on or in respect of the Plan) reasonably incurred by the Trustee or the Promoter in connection with the Plan. The Promoter is entitled

to deduct the unpaid fees, disbursements and expenses from the assets of the Plan and, for this purpose, the Trustee is authorized to realize sufficient assets of the Plan in its sole discretion. Neither the Promoter nor the Trustee will be responsible for any resulting loss. In addition, the Promoter will be entitled to normal brokerage commissions on the investment transactions for the Plan.

- 18. Appointment and Resignation or Removal of Trustee.** The Trustee may resign by giving 30 days notice in writing to the Promoter and may be removed by being given 30 days notice in writing by the Promoter. In either event the Promoter shall forthwith appoint a person to replace the Trustee and the resignation or removal of the Trustee shall not take effect until its replacement has been so appointed. Any such appointment shall be in writing signed by the person making the same and the person appointed thereby, and upon any such appointment the person so appointed shall, without further act or formality, be and become the Trustee and shall, without conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the former Trustee and with the assets of the Plan; 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 purpose of assuring the same to the new Trustee. Any replacement Trustee shall be a corporation resident in Canada and licensed or otherwise authorized under the laws of Canada to carry on the business of offering to the public its services as a trustee.
- 19. Termination of the Trust.** In the event that trust governed by the Plan is terminated, the Assets of the Plan shall be used for any of the purposes described in Section 4.
- 20. Amendments to the Plan.** The Promoter may from time to time upon at least 30 days written notice to the Subscriber amend the Plan with the concurrence of the Minister of National Revenue and any similar authority of the province in which the Subscriber resides provided that such amendment does not have the effect of disqualifying the Plan for acceptance as a Registered Education Savings Plan within the meaning of Section 146.1 of the Tax Act and any applicable provincial legislation. Notwithstanding the foregoing, the Promoter reserves the right to make any amendment to the Plan which is necessary to ensure the continued compliance of the Plan with the provisions of the Tax Act, the CES Act and any applicable provincial legislation and any such amendment shall be effective as of the date set out in a written notice by the Promoter to the Subscriber.
- 21. Limitation of Liability and Indemnity.** It is expressly understood that all investments made by the Trustee or the Promoter will be for the benefit of and at the risk of the Subscriber under the Plan. Neither the Trustee nor the Promoter shall be responsible for any loss suffered by the Plan, by the Subscriber or by a Beneficiary as a result of the purchase, sale or retention of any investment, whether or not the Trustee or the Promoter has communicated to the Subscriber any information the Trustee or the Promoter may have received or any judgment the Trustee or the Promoter may have formed with respect to the value or the security of such investment at any particular time or in the future. Neither the Trustee nor the Promoter shall be liable in its personal capacity for and in respect of any taxes, interest or penalties which may be imposed on the Trustee or the Promoter in respect of the Plan or in respect of any other charges levied or imposed by governmental authority upon or in respect of the Plan. The Trustee may reimburse itself and the Promoter 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. The Subscriber and the heirs, executors and administrators of the Subscriber shall at all times indemnify and save harmless the Trustee and the Promoter in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee or the Promoter in respect of the Plan. Neither the Trustee nor the Promoter shall be responsible for any act, omission, default, error, fraud, failure or misconduct of any agent, employee or other person whom they may reasonably engage in the exercise of the powers conferred on them hereunder. In addition, neither the Trustee nor the Promoter shall be liable in respect of any loss or diminution of Assets of the Plan or any other loss or damages suffered or incurred by the Plan, the Subscriber or by the Beneficiary under the Plan occasioned by an act, omission or default of the Trustee or the Promoter, unless caused by or resulting from its own dishonesty, bad faith, willful misconduct or gross negligence. The Trustee and the Promoter will be fully protected in acting upon any instrument, certificate, notice or other writing believed by them to be genuine and to be signed or presented by the proper person and the Trustee and the Promoter will 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 any statement contained therein.
- 22. Notices.** Any notice, direction or other communication to the Promoter shall be in writing and shall be sufficiently given if mailed, postage prepaid, addressed to TD Asset Management Inc. at its principal office in Toronto, Ontario unless the Promoter has notified the Subscriber of a new address in which case it shall be addressed to the Promoter at the last address so notified. Such notice, direction or other communication shall be deemed to have been given on the date it is received by the Promoter. Any notice, statement or other communication to the Subscriber shall be in writing and shall be sufficiently given if mailed, postage prepaid, addressed to the Subscriber at the address set out in the Plan unless the Subscriber has notified the Promoter of a new address in which case it shall be addressed to the Subscriber at the last address so notified. Such notice statement or other communication shall be deemed to have been given on the third postal delivery day at the place of address following the day of mailing.
- 23. Assignment by the Promoter.** The Promoter may assign its rights and obligations under the Plan to any other corporation resident in Canada and authorized to assume and discharge the obligation of the Promoter under the Plan, provided that such corporation shall execute any agreement that is necessary or advisable for the purposes of assuming such obligations.
- 24. Heirs, Executors and Assigns.** The terms of this contract and the trust created hereunder shall be binding upon the heirs, executors and administrators of the Subscriber and upon the successors and assigns of the Promoter and the Trustee.
- 25. Interpretation.** Words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and vice versa.
- 26. Governing Law.** The Plan shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario.

TD Asset Management

Please send completed application to:

**TD Mutual Funds
c/o Mutual Fund Operations
77 Bloor Street West, 6th Floor
Toronto, ON
M5S 1M2**

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





All Fund Codes below are preceded by the letters "TDB".

	ISC	DSC	LSC	LSC2	Fee Based
Money Market Funds					
TD Canadian Money Market Fund	305	335	365	106	405
TD Premium Money Market Fund	-	-	-	-	623
Fixed Income Funds					
TD Income Advantage Portfolio Fund	816	872	882	111	451
TD Income Advantage Portfolio Fund - T & S Series	390	391	392	296	394
TD Ultra Short Term Bond Fund	2031	-	-	-	2035
TD Short Term Bond Fund	814	870	880	109	449
TD Mortgage Fund	2010	2011	2012	2013	2014
TD Canadian Bond Fund	306	336	366	107	406
TD Canadian Core Plus Bond Fund	695	696	697	698	699
TD Real Return Bond Fund	755	775	795	108	855
TD High Yield Bond Fund	822	832	842	112	446
TD High Yield Bond Fund - T & S Series	2021	2022	2023	2024	2025
TD Global Bond Fund	815	871	881	110	450
TD Canadian Bond Index Fund	-	-	-	-	436
Balanced Funds					
TD Monthly Income Fund	821	831	841	113	452
TD Monthly Income Fund - T & S Series	395	396	397	297	399
TD Tactical Monthly Income Fund	2581	2582	2583	2584	2585
TD Tactical Monthly Income Fund - T & S Series	2587	2588	2589	2590	2591
TD US Monthly Income Fund - USD	2461	2462	2463	2464	2465
TD US Monthly Income Fund - USD - T & S Series	2467	2468	2469	2470	2471
TD US Monthly Income Fund - C\$	2781	2782	2783	2784	2785
TD US Monthly Income Fund - C\$ - T & S Series	2787	2788	2789	2790	2791
TD Balanced Income Fund	823	833	843	115	453
TD Diversified Monthly Income Fund	679	680	681	682	683
TD Diversified Monthly Income Fund - T & S Series	093	094	095	096	614
TD Strategic Yield Fund	2601	2602	2603	2604	2605
TD Strategic Yield Fund - T & S Series	2607	2608	2609	2610	2611
TD Balanced Growth Fund	307	337	367	114	407
TD Dividend Income Fund	820	830	840	122	455
TD Dividend Income Fund - T & S Series	272	273	476	274	275

	ISC	DSC	LSC	LSC2	Fee Based
Canadian Equity Funds					
TD Dividend Growth Fund	756	776	796	121	856
TD Dividend Growth Fund - T & S Series	097	098	099	100	299
TD Canadian Blue Chip Equity Fund	824	834	844	116	447
TD Canadian Value Fund	309	339	369	118	409
TD Canadian Equity Fund	308	338	368	117	408
TD Canadian Small-Cap Equity Fund	825	835	845	119	454
TD Canadian Index Fund	-	-	-	-	437
TD Canadian Low Volatility Fund	2941	2942	2943	2944	2945
TD Canadian Low Volatility Fund - T & S Series	2947	2948	2949	2950	2951
U.S. Equity Funds					
TD U.S. Low Volatility Fund	2821	2822	2823	2824	2825
TD U.S. Low Volatility Fund - T & S Series	2827	2828	2829	2830	2831
TD U.S. Low Volatility Fund - USD	2861	2862	2863	2864	2865
TD U.S. Equity Portfolio Fund	817	873	883	124	456
TD U.S. Equity C.N.* Portfolio Fund	267	268	474	269	270
TD North American Dividend Fund	684	685	686	687	688
TD North American Dividend Fund - T & S Series	3002	3003	3004	3005	3006
Epoch U.S. Shareholder Yield Fund	2961	2962	2963	2964	2965
Epoch U.S. Shareholder Yield Fund - T & S Series	2967	2968	2969	2970	2971
Epoch U.S. Shareholder Yield Fund - USD	3021	3022	3023	3024	3025
TD U.S. Blue Chip Equity Fund	310	340	370	123	410
Epoch U.S. Large Cap Value Fund	826	836	846	125	448
Epoch U.S. Large Cap Value Fund - USD	2051	2052	2053	2054	2055
TD U.S. Mid-Cap Growth Fund	312	342	372	126	412
TD US Mid-Cap Growth Fund - USD	2521	2522	2523	2524	2525
TD U.S. Small-Cap Equity Fund	827	837	847	127	457
TD U.S. Index Fund	-	-	-	-	439
TD U.S. Index C.N.* Fund	-	-	-	-	440
TD Dow Jones Industrial Average Index Fund	-	-	-	-	438
TD Nasdaq Index Fund	-	-	-	-	441

	ISC	DSC	LSC	LSC2	Fee Based
Global Equity Funds					
TD Global Low Volatility Fund	2541	2542	2543	2544	2545
TD Global Low Volatility Fund - T & S Series	2547	2548	2549	2550	2551
Epoch Global Shareholder Yield Fund	232	233	468	234	235
Epoch Global Shareholder Yield Fund - T & S Series	101	102	103	104	238
Epoch Global Equity Fund	315	345	375	129	415
Epoch International Equity Fund	2801	2802	2803	2804	2805
TD International Growth Fund	202	203	469	204	206
Epoch European Equity Fund	2015	2016	2017	2018	2019
TD Japanese Growth Fund	276	277	865	278	279
TD Asian Growth Fund	284	285	867	286	287
TD Emerging Markets Low Volatility Fund	2841	2842	2843	2844	2845
TD Emerging Markets Low Volatility Fund - T & S Series	2847	2848	2849	2850	2851
TD Emerging Markets Fund	313	343	373	128	413
TD Latin American Growth Fund	280	281	866	282	283
TD International Index Fund	-	-	-	-	443
TD International Index C.N.* Fund	-	-	-	-	444
TD European Index Fund	-	-	-	-	442
TD Japanese Index Fund	-	-	-	-	445
Sector Funds					
TD Resource Fund	828	838	848	131	459
TD Energy Fund	288	289	868	290	291
TD Precious Metals Fund	292	293	869	294	295
TD Health Sciences Fund	320	350	380	132	420
TD Entertainment & Communications Fund	324	354	384	134	424
TD Science & Technology Fund	322	352	382	133	422

All Fund Codes below are preceded by the letters "TDB".

	No Load	ISC	DSC	LSC	LSC2	Fee Based
TD Managed Portfolios						
TD Managed Income		740	760	780	135	-
TD Managed Income - T Series		662	663	664	665	-
TD Managed Income Portfolio - K Series	616					
TD Managed Income & Moderate Growth		741	761	781	136	-
TD Managed Income & Moderate Growth - T Series		731	801	811	891	-
TD Managed Income & Moderate Growth - K Series	617					
TD Managed Balance Growth		742	762	782	137	-
TD Managed Balance Growth - T Series		732	802	812	892	-
TD Managed Balanced Growth - K Series	618					
TD Managed Aggressive Growth		743	763	783	138	-
TD Managed Maximum Equity Growth		744	764	784	139	-
TD FundSmart Managed Portfolios						
TD FundSmart Managed Income		753	773	793	140	-
TD FundSmart Managed Income - T Series		734	754	774	794	-
TD FundSmart Managed Income - K Series	667					
TD FundSmart Managed Income & Moderate Growth		747	767	787	141	-
TD FundSmart Mgd Income & Moderate Growth - T Series		737	757	797	857	-
TD FundSmart Managed Income & Moderate Growth - K Series	668					
TD FundSmart Managed Balanced Growth		748	768	788	142	-
TD FundSmart Managed Balanced Growth - T Series		738	758	798	858	-
TD FundSmart Managed Balanced Growth - K Series	669					
TD FundSmart Managed Aggressive Growth		749	769	789	143	-
TD FundSmart Managed Maximum Equity Growth		750	770	790	144	-

	ISC	DSC	LSC	LSC2	Fee Based
TD Advantage Investment Portfolios					
TD Advantage Balanced Income	2061	2062	2063	2064	2065
TD Advantage Balanced Income - T & S Series	2067	2068	2069	2070	2071
TD Advantage Balanced	2081	2082	2083	2084	2085
TD Advantage Balanced - T & S Series	2087	2088	2089	2090	2091
TD Advantage Balanced Growth	2101	2102	2103	2104	2105
TD Advantage Balanced Growth - T & S Series	2107	2108	2109	2110	2111
TD Advantage Growth	2121	2122	2123	2124	2125
TD Advantage Aggressive Growth	2141	2142	2143	2144	2145
TD Corporate Class					
TD Short Term Investment Class	2161	2162	2163	2164	2165
TD Tactical Monthly Income Class	2641	2642	2643	2644	2645
TD Dividend Income Class	2701	2702	2703	2704	2705
TD Canadian Low Volatility Class	2721	2722	2723	2724	2725
TD Dividend Growth Class	2181	2182	2183	2184	2185
TD Canadian Blue Chip Equity Class	2201	2202	2203	2204	2205
TD Canadian Equity Class	2221	2222	2223	2224	2225
TD Canadian Value Class	2241	2242	2243	2244	2245
TD Canadian Small-Cap Equity Class	2261	2262	2263	2264	2265
Epoch U.S. Large Cap Value Class	2281	2282	2283	2284	2285
TD U.S. Mid Cap Growth Class	2301	2302	2303	2304	2305
TD Global Low Volatility Class	2681	2682	2683	2684	2685
Epoch Global Equity Class	2321	2322	2323	2324	2325
TD International Growth Class	2381	2382	2383	2384	2385
TD Asian Growth Class	2401	2402	2403	2404	2405
TD Emerging Markets Class	2421	2422	2423	2424	2425

	No Load	Fee Based
TD Premium Series		
TD Short Term Bond Fund	2001	2920
TD Canadian Bond Fund	2002	2921
TD Canadian Core Plus Bond Fund	2003	2923
TD Income Advantage Portfolio Fund	2005	2922
TD High Yield Bond Fund	2026	2027
Epoch U.S. Large Cap Value Fund	2056	2058
Epoch U.S. Large Cap Value Fund - US\$	2057	2059
TD U.S. Monthly Income Fund	2473	2474
TD Global Low Volatility Fund	2553	2554
TD Tactical Monthly Income Fund	2593	2594
TD Strategic Yield Fund	2613	2614
TD U.S. Monthly Income Fund - C\$	2793	2794
TD U.S. Low Volatility Fund	2833	2834
TD U.S. Low Volatility Fund - US\$	2873	2874
Epoch U.S. Shareholder Yield Fund	2973	2974
Epoch U.S. Shareholder Yield Fund - US\$	3033	3034
TD Dividend Income Fund	2924	2925
TD Dividend Growth Fund	2926	2927
TD Canadian Equity Fund	2928	2929
TD North American Dividend Fund	2930	2931
Epoch Global Shareholder Yield Fund	2932	2933
Epoch Global Equity Fund	2934	2935
TD Canadian Low Volatility Fund	2953	2954

	No Load	ISC	DSC	LSC	LSC2	Fee Based
TD Target Return Funds						
TD Target Return Conservative Fund	2480	2481	2482	2483	2784	2485
TD Target Return Conservative Fund - Premium Series	2493					2494
TD Target Return Balanced Fund	2500	2501	2502	2503	2504	2505
TD Target Return Balanced Fund - Premium Series	2513					2514

	No Load	ISC	DSC	LSC	LSC2	Fee Based
TD Retirement Portfolios						
TD Retirement Conservative		2741	2742	2743	2744	2745
TD Retirement Conservative - T & S Series		2747	2748	2749	2750	2751
TD Retirement Balanced		2761	2762	2763	2764	2765
TD Retirement Balanced - T & S Series		2767	2768	2769	2770	2771
TD Retirement Conservative Portfolio - Premium Series	2753					2754
TD Retirement Balanced Portfolio - Premium Series	2773					2774

For Advisor Use Only

* C.N. refers to Currency Neutral.

**TDPMC not available for sale in Quebec

Effective July 24, 2014, TD Global Dividend Fund was renamed Epoch Global Shareholder Yield Fund; TD Global Growth Fund was renamed Epoch Global Equity Fund; TD European Growth Fund was renamed Epoch European Equity Fund; TD U.S. Large-Cap Value Fund was renamed Epoch U.S. Large-Cap Value Fund; TD U.S. Shareholder Yield Fund was renamed Epoch U.S. Shareholder Yield Fund; TD International Equity Fund was renamed Epoch International Equity Fund; TD Global Growth Class was renamed Epoch Global Equity Class; TD U.S. Large-Cap Value Class was renamed Epoch U.S. Large-Cap Value Class.

A short term trading fee of up to 2%, payable to the fund, may apply to all units of TD Mutual Funds and TD Managed Assets Program Portfolios (except money market funds).

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