

**AG GROWTH INTERNATIONAL INC. GROUP TAX FREE SAVINGS ACCOUNT  
DECLARATION OF TRUST**

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the holder named in the application to which this declaration is attached, for membership in the AG GROWTH INTERNATIONAL INC. Group Tax-Free Savings Account (the "Group TFSA") upon the following terms:

**SOME DEFINITIONS:** In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"Common-law partner" has the meaning set forth in the Act;

"Contributions" means contributions of cash or investments to the Plan; "Corporation" means the employer or other organization sponsoring the Group TFSA;

"Plan" means the individual Tax-Free Savings Account that you have applied for and will be issued to you on the terms set out herein and in the application to which this declaration is attached, which Plan is part of the Group TFSA;

"Plan Assets" has the meaning set forth in paragraph 2;

"Spouse" means a "spouse" for the purposes of the Act;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"TFSA", being a tax-free savings account, has the meaning set forth in the Act.

"We", "us" and "our" refer to Computershare Trust Company of Canada;

"You" and "your" refer to the person who has signed the application (the "applicant") and to whom the Plan will be issued; (under the Act, you are known as the "holder" of the Plan);

**1. REGISTRATION:** We will file an election with the Minister of National Revenue to register the qualifying arrangement as a TFSA under section 146.2 of the Act. The Plan will be maintained for your exclusive benefit.

**2. CONTRIBUTIONS:** We will accept Contributions forwarded to us by the Corporation from you. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws. Such Contributions shall be made only while you are an employee of the Corporation or a member of the Group TFSA. We will hold, invest and use the Contributions and any investments, income or gains there from (the "Plan Assets") in trust according to the terms of this declaration and the Tax Laws.

**3. INVESTMENTS:** Subject to our obligation to exercise the care, diligence and care of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment, we will hold, invest and sell the Plan Assets according to the Corporation's instructions on your behalf. You release us from any claim or liability when acting upon the instructions of the Corporation. We may require any instructions to be in writing. We have no obligation to pay interest on any cash balances held in the Plan. Investments will not be limited to those authorized by law for trustees. Subject to section 18, if the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest. Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Plan. No person other than you or we has rights under this Plan relating to the investing of Plan Assets or the amount and timing of distributions.

**4. YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Plan, all investment transactions and all withdrawals from the Plan.

**5. MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian clearing corporation or depository, as we may determine. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, who may or may not be affiliated with us, and may act or not act on the advice or information of any such agent or advisor. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof or to sell assets to pay any assessments, taxes or charges in connection with the Plan. You or the Corporation as your agent may instruct us in the exercise of our voting rights hereunder. Whether on our own account or on the account of another entity (including, without limitation, the Plan), and without being liable to account for any profit in respect thereof, we may: (a) purchase, hold, sell or otherwise deal with any property of the same class or nature as the Plan Assets; (b) invest in the property or undertaking of any person who may be affiliated or associated in any way with us or in whom we may have any interest; and (c) employ, contract or deal with any entity, including any entity that is affiliated or associated in any way with us or in which we have any interest.

**6. REFUND OF OVER-CONTRIBUTIONS:** Upon receiving a written request from you, we will refund an amount in order to reduce the amount of tax that would otherwise be payable under Section 207.02 or 207.03 of the Act, or under any other Tax Laws. We will not have any responsibility for determining the amount of any refund hereunder.

**7. WITHDRAWALS:** Withdrawals from the Plan will be subject to the terms of the investments held in the Plan. You may, by written instructions or by other manner of communication acceptable to us, at any time, request that we transfer to you all or part of the Plan Assets or sell all or part of the Plan Assets and pay you the proceeds from such sale. We may pay you the balance after deducting any applicable taxes, fees and expenses. We will have no liability to you in respect of any sold Plan Assets or for any losses that may result from such sales.

**8. TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable, to another TFSA under which a) you are the holder; or b) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the holder and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or upon the breakdown of such marriage or partnership. Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may specify in writing which Plan Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.

**9. BORROWING BY THE TFSA OR USING TFSA INTEREST AS SECURITY FOR LOAN:** The Trust may not borrow money or property for purposes of this arrangement. Nothing in paragraphs 1, 5 or 8 hereof apply to the extent they are inconsistent with your ability to use your interest or, for civil law, right in the Plan as security for a loan or other indebtedness if the conditions in subsection 146.2(4) of the Act are met.

**10. ADVANTAGES:** Tax may be payable in connection with a TFSA if an advantage, as the term is defined in subsection 207.01(1) of the Act, in relation to the Plan is extended to a person who is, or who does not deal at arm's length with, the holder of the Plan.

**11. DESIGNATION OF SUCCESSOR HOLDER/BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries of the Plan after your death, in accordance with the following and paragraph 12: a) Successor Holder: You may at any time designate an individual who is your spouse or common-law partner to receive all of your rights in the Plan after your death, in which case, provided that such individual remains your spouse or common-law partner at the time of your death, he or she will become the holder of the Plan; or b) Beneficiary of Plan Assets: You may designate one or more beneficiary(ies) to receive the Plan Assets, less any applicable taxes and any fees or expenses payable under this declaration. You may make, change or revoke a beneficiary designation by completing, dating and signing any form appropriate for this purpose and ensuring we receive it before we pay out the Plan under paragraph 12. If more than one form has been received by us, we will act on the one with the latest signature date.

**12. DEATH:** In the event of your death, if you had not designated that your spouse or common-law partner become successor holder in accordance with subparagraph 11a) above (or you had so designated but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may require and subject to paragraph 11 above, transfer the Plan Assets, or sell them and pay out the proceeds, to the designated beneficiary(ies) under the Plan in accordance with paragraph 11 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments. We will not be liable for any loss caused by any delay in making any such transfer or payment.

**13. PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining eligibility to enter into a TFSA. A Plan is not considered a qualifying arrangement (as defined in section 146.2(1) of the Act) unless the holder is at least 18 years of age at the time into which this arrangement is entered.

**14. DELEGATION BY YOU TO CORPORATION:** By virtue of your application, you have appointed the Corporation as your agent. We acknowledge and accept your appointment of the Corporation as your agent: a) to forward to us your Contributions and any relevant supporting documentation; b) to determine and monitor your eligibility for membership in the Group TFSA pursuant to any terms or conditions of the Group TFSA and pursuant to any employment or human resource policy set by the Corporation; c) to provide us with investment instructions; d) to authorize the payment of any fees, expenses, taxes, interest and penalties relating to the Plan from the Plan Assets; and e) to notify us of changes of your address, and any other matters concerning the Plan in respect of which notice may be required;

15. TRUSTEE RESPONSIBLE: We will bear ultimate responsibility for the administration of the Plan in accordance with this declaration and the Tax Laws.

16. FEES AND EXPENSES: We are entitled to receive and may charge against the Plan reasonable fees and other charges that we establish in conjunction with the Corporation from time to time. We are also entitled to receive and may charge against the Plan Assets reasonable fees and other charges that we establish from time to time (in conjunction with section 18), provided that we will give you 30 days written notice of a change in the amount of any such fee. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us in connection with the Plan. All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, sell any other Plan Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

17. TRUSTEE'S LIABILITY: We are not responsible for determining whether any investment made on your or the Corporation's instructions is or remains a "prohibited investment" for your Plan, as that term is defined under the Act. We are not responsible for ensuring compliance of any investment under the Plan with applicable securities laws and the rules, regulations, policies, guidelines or pronouncements of the securities regulatory authorities, applicable exchanges and securities markets. We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When all of the Plan Assets are paid out, or transferred pursuant to any paragraph of this declaration, we will be released and discharged from any further responsibility or obligation in connection with the Plan and the Plan Assets. We will not be responsible or liable for actions taken or not taken on the advice or information of any agent or advisor employed by us hereunder, or for actions taken or not taken by any such agent or advisor, including without limitation, any nominee, custodian, clearing house or depository.

Subject to the express provisions of the Act and to section 18 hereof, we will not be responsible or liable for or in respect of any taxes, penalties, interest, claims, demands, losses, expenses, fees, costs and liabilities, including, without limitation, legal fees and expenses, and any market loss or diminution in value (whether in connection with a sale or otherwise) of the Plan Assets (collectively, the "Liabilities") suffered or incurred by the Plan or the Plan Assets, you, the Corporation or any other person in connection with the Plan, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, unless directly caused by our negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Corporation or you. You, your heirs and your legal personal representatives shall at all times indemnify and save harmless us, our affiliates and each of our respective current and former directors, officers, employees, custodians, and agents from and against all Liabilities of any nature whatsoever that may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, in respect of the Plan or the Plan Assets. If the Plan Assets are insufficient to cover any claim under this indemnity, or if the claim is made after the Plan has ceased to exist, you agree to personally pay the amount of the claim. The provisions of this section 17 shall survive the termination of the Plan.

18. LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES: We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act.

19. REPLACEMENT OF TRUSTEE: We may at any time resign as trustee under the Plan by giving you and the Corporation 90 days' written notice, or such shorter period of notice as the Corporation may accept. We will notify the appropriate taxation authorities of any such resignation. Upon giving or receiving any such notice of our removal or resignation, the Corporation will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we or the Corporation may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Plan and will be reimbursed from the Plan Assets unless borne personally by the Corporation. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our TFSA trusteeship business of which this Group TFSA forms a part (whether by sale of such business or otherwise), will become the Successor Trustee of the Plan without further act or formality.

20. TERMINATION OF EMPLOYMENT OR MEMBERSHIP OR TERMINATION OF GROUP TFSA: If, you either a) cease to be employed by the Corporation prior to your death or retirement; b) cease to be a member of the Group TFSA prior to your death; or c) the Corporation ceases to sponsor the Group TFSA and there is no successor sponsor, we will, based on your written instructions: a) transfer the Plan Assets, in accordance with the Tax Laws, to another TFSA under which you are the holder; or b) pay out to you the Plan Assets (or if you direct that they be sold, the proceeds of such sale) in accordance with paragraph 7 hereof. If we have not received your written instructions for purposes of this paragraph 20 within 90 days following the earliest date on which you were entitled under the first paragraph of this paragraph 20, to give us such instructions, the Plan will continue in accordance with the terms of this declaration; however, all of our fees, expenses and reimbursements relating to the Plan shall be charged against the Plan Assets in accordance with paragraph 16 and the Corporation will no longer be responsible for paying any such fees, expenses and reimbursements.

21. AMENDMENTS TO THIS DECLARATION OF TRUST: We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as a TFSA under the Tax Laws. We will give you 30 days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

22. NOTICE: You or the Corporation as your agent may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we may accept), properly sent to us or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

23. BINDING: The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns until amended or replaced.

24. GOVERNING LAW: This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

25. ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY): You understand that the information contained in your application will be maintained in your application in a file at the Corporation's and our place of business. The object of this file is to enable us and, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us to make any decision relevant to the object of the file and no one may have access to the file except us, our respective agents or representatives and the Corporation, any other person required for the execution of our duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.