

6. For RSP Holdings Only

TO: COMPUTERSHARE TRUST COMPANY OF CANADA (the "Trustee")

I hereby apply for a Scotia Capital Inc. SELF-DIRECTED RETIREMENT SAVINGS PLAN (the "Plan") in accordance with the terms and conditions of this Application and the Declaration of Trust attached hereto. By signing below, I have agreed that:

1. I have read, understood and agree to the terms of the Declaration of Trust.
2. I declare that the information given in this Application is true, correct and complete.
3. I request that the Trustee apply for registration of the Plan as a registered retirement savings plan under the Income Tax Act (Canada).
4. I am solely responsible for determining my contribution limits, my investment decisions and whether an investment is qualified under the tax laws, and I am aware of the consequences of acquiring and holding investments which are not qualified.
5. The Trustee may delegate certain of its duties relating to the Plan to Scotia Capital Inc. as its Agent.
6. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment.
7. Any benefit received under the Plan is taxable under the Income Tax Act (Canada).
8. In the event of my death, the proceeds of the Plan will be paid to the beneficiary, if any, whom I have designated in this Application, if permitted by law. Otherwise, such proceeds will be paid to my estate.

CLIENT/ANNUITANT'S SIGNATURE

DATED AT _____, PROVINCE OF _____, THIS _____ DAY OF _____ 20_____.

Signature of Client/Annuitant

Name of Witness (print). Must not be related to Beneficiary

Signature of Witness

**Accepted on behalf of Computershare Trust Company of Canada
by its Agent, Scotia Capital Inc.**

Authorized Signature of Agent

Date

DESIGNATION OF BENEFICIARY

I hereby revoke any previous designations of beneficiary made by me for this Plan and I hereby designate the person named below, if then living, as beneficiary to receive the proceeds payable under the Plan in the event of my death. I am solely responsible for ensuring that this designation of beneficiary is legally valid.

Name of Beneficiary in full

Social Insurance Number

Date of Birth(YYY/MM/DD)

Address of Beneficiary

Relationship to Client/Annuitant

Signature of Client/Annuitant

If you do not make a designation, or if the designated beneficiary dies before you and you have not designated another beneficiary, the Plan's Assets will be payable to your estate. If you wish to revoke or change the beneficiary designation, or make a designation where one has not been made before, you should do so on a beneficiary change form or other written document, which you have signed and dated and delivered to Scotia Capital Inc.

CAUTION: Your designation of a beneficiary for this Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be your responsibility to revoke or change the designation, if you wish.

Minor Child: Where the beneficiary is a minor child, it is the responsibility of the Planholder to ensure that a trustee and/or a guardian of the minor child's property has been validly appointed under applicable provincial law.

Power of Attorney: A beneficiary designation made, changed or revoked by a person acting under a power of attorney is generally not valid under applicable provincial law and will not be given effect.

For Quebec - Where the law of Quebec applies, a beneficiary designation made on this form cannot be given effect. Effect can only be given to a beneficiary designation made in a will or other written document that meets the requirements of a testamentary disposition under the law of Quebec.

7. Agreement (for client name accounts only)

To: CIBC Mellon Global Securities Services Company ("CIBC Mellon") and Scotia Capital Inc. ("SC")

- The undersigned confirms that the information above is accurate and complete.
- The undersigned understands and acknowledges that any order to purchase the notes described above (the "Notes") will be part of a larger offering of Notes, and that the issuer may accept any purchase order in its discretion, and reserves the right to allot to the undersigned an amount less than the total amount of the purchase order.
- The undersigned hereby designates CIBC Mellon to act as custodian for any Notes purchased hereunder, and acknowledge that Notes held by CIBC Mellon as custodian may be held in the name of CIBC Mellon or in the name of its nominee or agent, or with any such custodian, clearing corporation or depository as SC may determine.
- The undersigned agrees that any and all cheques required in connection with the purchase of Notes shall be made payable to: "CIBC Mellon Global Securities Services Company ITF Scotia Capital Inc." All amounts received in connection with purchase orders will be held by CIBC Mellon for the benefit of the undersigned pending the closing of the offering of Notes. All amounts received in connection with purchase orders will be held by CIBC Mellon in a non-interest bearing account pending the closing of the offering of Notes.
- The undersigned acknowledges that any "redemption" of a Note through the FundSERV network will actually represent a sale of such Note to SC pursuant to a standing bid order for the Note by SC, and that SC will make such bid in its sole discretion, and not pursuant to any obligation to do so. All cheques required in connection with the sale of or upon maturity of Notes will be issued to the undersigned by CIBC Mellon or agent for SC on behalf of the issuer of the Note.
- The undersigned represents that the undersigned has the legal power and authority to execute this agreement and to take all actions required pursuant hereto.
- The undersigned represents that the undersigned is a resident of Canada and his/her principal residence is located at the address set out above.
- This agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

For RSP Holdings Only

- I acknowledge that if I turn 71 years of age during the term of the Deposit Notes, I will be required to transfer the Notes to a RIF account with another financial institution during the calendar year in which I turn 71. If I do not transfer the Notes to a RIF account within such time, I will be deemed to have tendered the Notes for sale to Scotia Capital Inc. in the secondary market as described in the Information Statement. I may be subject to an Early Trading Charge and/or additional fees as a result.

We acknowledge that we have read and understand the above, and agree to be bound to its terms

Signature of Client/Annuitant

Date (YYYY/MM/DD)

Signature of Joint Client/Spouse

Date (YYYY/MM/DD)

Signature Guarantee (Dealer)

Date (YYYY/MM/DD)

SCOTIA CAPITAL INC. SELF-DIRECTED RETIREMENT SAVINGS PLAN 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 annuitant named in the application to which this declaration is attached, for the Scotia Capital Inc. Self-Directed Retirement Savings Plan (the "Plan") upon the following terms:

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

- "Act" means the Income Tax Act (Canada);
- "Agent" refers to the company named in paragraph 15;
- "common-law partner" has the meaning set forth in the Act;
- "Contributions" means contributions of cash or investments to the Plan;
- "Maturity Date" has the meaning set forth in paragraph 8;
- "Retirement Income" has the meaning set forth in the Act;
- "RRIF" means a registered retirement income fund, as defined in the Act;
- "RRSP" means a registered retirement savings plan, as defined in the Act;
- "spouse" means a spouse for the purposes of the Tax Laws;
- "Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;
- "We", "us" and "our" refer to Computershare Trust Company of Canada;
- "You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Plan; (under the Act, you are known as the "annuitant" of the Plan).

1. **REGISTRATION:** We will apply for registration of the Plan in accordance with the Tax Laws. The purpose of the Plan is to provide you with a Retirement Income.
2. **CONTRIBUTIONS:** We will accept Contributions made by you or, where applicable, your spouse or common-law partner. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. We will hold the Contributions and any investments, income or gains therefrom (the "Plan Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws. No Contributions to the Plan may be made after the Maturity Date.
3. **INVESTMENTS:** We will hold, invest and sell the Plan Assets according to your instructions. We may require any instructions to be in writing. We may place any uninvested cash in a demand deposit account with a chartered bank in Canada. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. However, it will be solely your responsibility to determine whether any Contribution or investment is or remains a "qualified investment" for RRSPs pursuant to the Tax Laws. The Plan will bear any taxes, penalties or related interest imposed under the Tax Laws. 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. You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

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.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Plan Assets.

4. **INCOME TAX RECEIPTS:** On or before March 31 in each year, we will send to you, your spouse or your common-law partner, as applicable, a receipt showing Contributions made by you or such person during the preceding year and, if applicable, the first 60 days of the current year. You, your spouse or your common-law partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Tax Laws.
5. **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. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period.
6. **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. 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. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.
7. **REFUND OF OVER-CONTRIBUTIONS:** We will, upon receiving a written request from you or, if applicable, your spouse or common-law partner, refund an amount to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not be responsible for determining the amount of any such refund.
8. **PURCHASE OF RETIREMENT INCOME OR TRANSFER TO A RRIF:** Your Plan will mature on the date (the "Maturity Date") you select for the start of a Retirement Income but this date must not be later than December 31 of the calendar year in which your Retirement Income must begin, as required under the Act. You must notify us in writing at least 90 days prior to the Maturity Date. This notice must also give us your instructions to either:
 - (a) sell the Plan Assets and use all of the cash in the Plan, less any sale costs and other related fees and charges (the "Plan Proceeds"), to purchase a Retirement Income for you starting on the Maturity Date; or
 - (b) transfer the Plan Assets on or before the Maturity Date to a RRIF.

If you instruct us to purchase a Retirement Income for you, you must also specify the particular type of annuity, in accordance with section 146 of the Act that you would like to receive as your Retirement Income and the name of the authorized company from which we are to purchase same. Any annuity so selected may have one or more of the features permitted by subsection 146(3), subparagraph 146(2)(b)(ii) and paragraph 146(2)(b.1) of the Act. However, any Retirement Income so acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than you or, after your death, your spouse or common-law partner. In addition, the total of the periodic payments in a year under an annuity after your death shall not exceed the total of the payments made in a year before your death. It is solely your responsibility to select a Retirement Income that complies with the Tax Laws.

If we do not receive your notice and instructions at least 60 days prior to December 31 of the calendar year in which your Retirement Income must begin, as required under the Act, we will sell the Plan Assets, subject to the requirements of the Tax Laws. If the amount of the Plan Proceeds exceeds \$10,000 (or such greater or lesser amounts as we may in our sole discretion determine), we will prior to the end of that year transfer the Plan Proceeds to a RRIF for you and you hereby appoint us (and/or the Agent) as your attorney(s) in fact to execute all such documents and make elections as are necessary to establish the RRIF. You will be deemed (i) to have elected to use your age to determine the minimum amount payable under the RRIF according to the Tax Laws; (ii) not to have elected to designate your spouse or common-law partner to become the successor annuitant of the RRIF on your death; and (iii) not to have designated any beneficiary of the RRIF. We will administer such RRIF as trustee in accordance with the provisions of the Tax Laws. If the amount of the Plan Proceeds is less than \$10,000 (or such greater or lesser amount as we may in our sole discretion determine) we will deposit same, net of any required withholding, in a non-registered interest-bearing deposit account on your behalf and we will be entitled to collect administration fees directly from that account.

9. **WITHDRAWALS:** You may, by written instructions or by other manner of communication acceptable to us, at any time before the commencement of a Retirement Income, request that we pay you all or any part of the Plan Assets. In order to make such payment, we may sell all or part of any of the investments, to the extent we deem appropriate. We will withhold any income taxes or other taxes and charges required on the withdrawal of funds and pay you the balance, after deducting any applicable 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.
10. **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 or have to be withheld under the Tax Laws, to:
 - (a) an RRSP or RRIF under which (i) you are the annuitant; or (ii) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant 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 after the breakdown of such marriage or partnership; or
 - (b) a Registered Pension Plan (as defined in the Tax Laws) for your benefit.

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.

11. **NO ADVANTAGES:** No advantage that is conditional in any way on the existence of the Plan may be extended to you or to a person with whom you do not deal at arm's length, other than the benefits and advantages permitted by the Tax Laws.
12. **DESIGNATION OF BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries to receive the Plan Assets or Plan Proceeds on your death. You may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Plan under paragraph 13. If more than one form has been received by us, we will act on the one with the latest signature date.
13. **DEATH:** If you die before the Maturity Date, we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Plan Assets, or sell them and pay out the Plan Proceeds, to the designated beneficiary(ies) under the Plan. 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, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.
14. **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 the Maturity Date and acquiring a Retirement Income.
15. **DELEGATION:** You authorize us to delegate to Scotia Capital Inc. (the "Agent") the performance of certain of our duties, including the following:
 - (i) registering the Plan with the Canada Revenue Agency;
 - (ii) receiving Contributions;
 - (iii) investing the Plan Assets in accordance with this declaration;
 - (iv) holding the Plan Assets in safekeeping, in its name or in the name of its nominee or custodian;

- (v) maintaining your account and providing you with statements and notices;
- (vi) receiving and implementing your notices and instructions;
- (vii) collecting fees and expenses from you or the Plan;
- (viii) filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
- (ix) issuing tax receipts and preparing and filing tax returns or forms relating to the Plan;
- (x) withdrawing or transferring Plan Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Plan, the Tax Laws or other applicable legislation;

and any other duties relating to the Plan as we may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with this declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraph 16 and 17 are also given to, and are for the benefit of, the Agent.

16. **FEES AND EXPENSES:** We are entitled to receive and may charge against the Plan reasonable fees and other charges that we establish from time to time in conjunction with the Agent, 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 or the Agent 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 of the 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 instructions is or remains a "qualified investment" for RRSPs under the Tax Laws, and we are not liable for any tax payable by you or the Plan in respect of any non-qualified investment .

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 the Plan is terminated and all of the Plan Assets are paid out, we will be released and discharged from any further responsibility or obligation in connection with the Plan.

We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, you 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, made in accordance with the terms of this declaration or as a result of us acting or declining to act in accordance with instructions given to us, unless caused by our gross negligence, bad faith or willful misconduct. Without limiting the generality of the foregoing, you will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by our gross 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 Agent in its personal capacity.

You, your heirs and legal personal representatives and each beneficiary under the Plan agree to and do hereby indemnify and save harmless us, our associates and affiliates and each of our respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) which may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. If we are entitled to and make any claim under this indemnity, the Agent may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, 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. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Plan by giving you and the Agent 60 days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us 60 days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent 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 and/or the Agent 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 Agent. 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 RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality.

19. **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 an RRSP 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.

20. **NOTICE:** You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent 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.

21. **REFERENCE TO STATUTES:** All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.

22. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Plan or the Plan Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.

23. **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, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.

24. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, 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 or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's 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.