

AMENDED AND RESTATED MASTER MANAGEMENT AGREEMENT

MEMORANDUM OF AGREEMENT dated as of the 20th day of October, 2000, as amended as of March 27, 2002 and as amended and restated to August 9, 2002, to October 4, 2002, to August 6, 2003, to August 15, 2003, to August 10, 2007, to September 25, 2009, January 20, 2014, July 29, 2016 and to July 27, 2018.

B E T W E E N:

**EACH TRUST FUND LISTED FROM TIME TO TIME
ON SCHEDULE "A",**
each an open-ended mutual fund trust established under the
laws of the Province of Ontario

(collectively, the "Funds")

OF THE FIRST PART

- and -

INVESCO CANADA LTD., a corporation amalgamated under
the laws of Ontario

(the "Manager")

**OF THE SECOND PART
RECITALS**

- A. Each Fund is an open-ended mutual fund trust governed by a master declaration of trust dated as of October 20, 2000, as the same may be amended and/or amended and restated from time to time;
- B. Each Fund requires the services of a manager to manage the Fund and to provide certain services with respect to the management and administration of its affairs;
- C. Each Fund wishes to appoint the Manager as the manager of the Fund and the Manager wishes to accept such appointment;
- D. This single master management agreement represents an amended and restated management agreement for all of the Funds that were in existence before October 20, 2000 and for all of the Trimark funds acquired by the Manager on August 1, 2000 that were, prior to October 4, 2002, governed by separate management agreements (the "master management agreement");
- E. Certain duties that, prior to October 4, 2002, had been obligations of the principal distributor of the Funds are, after such date, performed by the Manager;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

Definitions

1. In this Agreement, except where the context otherwise requires:

"Agreement", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this agreement in its entirety and any and every schedule hereto, each as amended from time to time, and not to any particular article, section or portion hereof and include any and every instrument supplemental or ancillary to this agreement and any and every schedule thereto;

"Class" in respect of any particular Fund means the Hedged Class or the Ordinary Class of the Fund, as the case may be, and **"Classes"** in respect of any particular Fund means both the Hedged Class and the Ordinary Class of the Fund;

"Declaration of Trust" means the master declaration of trust dated as of October 20, 2000, as amended and/or amended and restated from time to time, together with any and every Schedule thereto, each as amended from time to time, and includes any and every amendment and supplement thereto and any and every Schedule thereto;

"Foreign Currency Hedging Value" for a Fund on any particular time on a valuation date means the value of all foreign currency hedging derivative instruments held by the Fund exclusively to achieve the currency hedging strategy of the Hedged Class as of that valuation date less the expenses associated with such foreign currency hedging derivative instruments as of that valuation date;

"Hedged Class" in respect of any particular Fund is comprised of those series of units in the capital of the Fund where the series net asset value includes the proportionate share of the Foreign Currency Hedging Value of the Fund attributable to the series;

"Independent Review Committee" means the independent review committee established by the Manager pursuant to Section 3 to carry out specified oversight functions regarding the Funds;

"Operating Expenses" of a Fund or a Class means all expenses other than Trading Expenses that relate to the Fund and the carrying on of its business, and shall include:

- (a) legal, accounting, audit, registrar and transfer agent fees;
- (b) insurance, custody and safekeeping charges;
- (c) bank and interest charges;

- (d) operating and administrative fees, costs and expenses (other than dealer compensation programmes and any advertising, marketing, sponsorship and promotional costs and expenses that will be the responsibility of the Manager);
- (e) expenses relating to the issue, redesignation, change or redemption of units (other than redemption charges, which are the responsibility of unitholders);
- (f) costs and expenses of all financial statements and reports to unitholders, the provision of information to unitholders, including the costs of operating the call centre, to the extent permitted under applicable securities legislation, the holding of meetings of unitholders, to the extent permitted under applicable securities legislation, all prospectuses relating to units of the Fund and all amendments to or renewals of such prospectuses, all other documents as may be required to comply with applicable securities legislation or other applicable laws, regulations and policies or as may be deemed beneficial to the unitholders by the Manager and all regulatory filing costs;
- (g) fees and expenses payable to independent directors of the Manager or to members of advisory or governance bodies or committees appointed by the Trustee or Manager, including the Independent Review Committee, as compensation for considering matters relating to the Fund;
- (h) any regulatory fees and expenses payable by the Manager in connection with it acting as manager of the Fund; and
- (i) any goods and services, value-added or commodity taxes applicable to such expenses;

"Ordinary Class" in respect of any particular Fund is comprised of those series of units in the capital of the Fund where the series net asset value does not include or take into account any Foreign Currency Hedging Value of the Fund. These series are all of the available series offered by a Fund excluding Series H, and are referred to in this master management agreement as the "Ordinary Class" for ease of reference only;

"prospectus" means the then current simplified prospectus or prospectuses of the Funds, and includes the then current annual information form or forms and all other documents incorporated therein by reference, together with any and all amendments thereto;

"Total Expenses" in respect of any particular Fund or a Class means the Trading Expenses, the Operating Expenses and any withholding taxes payable by the Fund or a Class but, for greater certainty, does not include any management fee that may be payable by the Fund;

"Trading Expenses" in respect of any particular Fund or a Class means all brokerage commissions and other portfolio transaction costs, including any GST applicable to such costs, and any applicable stamp taxes relating to the portfolio securities held by the Fund or a Class;

"Trustee" means the trustee under the Declaration of Trust; and

"units" means units of the Funds issued and outstanding or to be issued under the Declaration of Trust at any particular time.

Appointment of the Manager

2. Subject to the authority and responsibility of the Trustee pursuant to the Declaration of Trust, each Fund hereby appoints Invesco Canada Ltd. as manager of the Fund with full authority and responsibility to provide or cause to be provided to the Fund the management and administrative services and facilities hereinafter set forth and the Manager hereby accepts such appointment and agrees to act in such capacity and to provide or cause to be provided such management and administrative services and facilities upon the terms set forth in this Agreement. The Manager shall have the right and power to enter into any and all agreements on behalf of each Fund that it deems necessary or desirable to fulfill its duties under this Agreement. The Manager is hereby authorized to act on behalf of each Fund to fulfill any applicable registration requirement that may be imposed on the Fund by any governmental authority. Each Fund authorizes the Manager to have full access to its books, records and business premises and also to whatever other information and material the Manager may require from time to time to discharge its duties hereunder. The Manager covenants to keep confidential all information concerning each Fund's business and affairs which is not otherwise available to the public.

Duties of the Manager

3. The Manager shall, during the term of this Agreement:

- (a) provide, or arrange for the provision of, portfolio advisory and investment management services with respect to the investment portfolio of each Fund and make decisions as to the purchase and sale of portfolio securities, other dealings with the assets in the portfolio and execution of all portfolio transactions, including selection of market, dealer or broker and the negotiation, where applicable, of commissions, subject always to the direction of the Trustee and the provisions of the Declaration of Trust and, in connection therewith, execute on behalf of any Fund any and all documents evidencing or relating to any portfolio securities, including specified derivatives and other forms of securities and investments;
- (b) supervise any investment or portfolio advisors appointed in respect of any Fund;
- (c) provide, or cause to be provided, to the Trustee advice and assistance in connection with the determination of the investment policies and restrictions of each Fund;
- (d) calculate, or cause to be calculated, as often as may be required by any Fund, the net asset value of the Fund and a Class, the series net asset value of each series of units offered by the Fund or a Class and the series net asset value per unit of each series of units offered by the Fund or a Class;

- (e) provide, or cause to be provided, statistical and research services relating to the portfolio of each Fund;
- (f) provide, or cause to be provided, services in respect of any or all of the Funds' daily operations, including the processing of subscriptions for units, the collection, and remission to the custodian of the applicable Fund, of the moneys received by virtue of such subscriptions, the processing of requests for redemptions of units and the processing of requests for the redesignation of units of any series if permitted under the eligibility criteria set out in the prospectus;
- (g) make, or cause to be made, arrangements as may be necessary or desirable for the distribution and sale of units by duly qualified investment dealers, brokers, mutual fund dealers, life insurance agents and others (collectively, "sales agents") on such terms as the Manager may determine, subject to the terms hereof, the Declaration of Trust and the prospectus, provided that each of the Funds may make arrangements relating to funding or payment of sales commission or other compensation to such sales agents;
- (h) pay to each Fund all amounts required to be paid by the Manager under Canadian securities legislation in connection with failed purchase orders or failed redemption requests;
- (i) provide, or cause to be provided, to each Fund adequate for carrying on the undertaking and business of the Fund, office accommodation, office facilities and personnel, information and computer hardware and software systems, telephone and telecopier services, stationery, office supplies, custodial and safekeeping services, bookkeeping and internal accounting and audit services, legal services in respect of the procedures of the Fund and other usual and ordinary office services;
- (j) provide, or cause to be provided, to each Fund all other administrative and other services and facilities required by the Fund in relation to its unitholders, including the preparation for and holding of meetings of unitholders of the Fund or of a series or class of units of the Fund, the maintenance of records regarding transactions of unitholders, registry and transfer agency services, services pertaining to distribution of income and gains to unitholders and other services for the provision of tax reporting and other information to unitholders;
- (k) be responsible for all communications with unitholders;
- (l) ensure that all applicable securities legislation is complied with in connection with the operation of each Fund and the sale and distribution of units, including, without limitation, the preparation and filing with securities authorities of the prospectus of each Fund and the execution and delivery of all necessary documents and instruments in connection therewith;
- (m) arrange for the preparation, execution and filing of all returns, reports and filings which may be required from time to time by any municipal, provincial, federal or other governmental authority, including, without limitation, the preparation and filing on behalf of each Fund of duly completed returns, reports and filings which

may be required pursuant to the Income Tax Act (Canada) and Canadian securities legislation. Without limiting the generality of the foregoing, the Manager shall perform, on behalf of each Fund, all due diligence, withholding, reporting and other requirements that may be imposed on the Fund by any governmental authority;

- (n) establish the Independent Review Committee with a mandate that complies with all applicable securities legislation and includes reviewing matters referred to it by the Manager relating to conflicts of interest in connection with the management of the Funds. The Manager shall appoint the first members of the Independent Review Committee and shall establish the terms of office for each first member. The Manager shall set the reasonable initial compensation and expenses that will be paid to each member of the Independent Review Committee and will determine how such costs are allocated among the Funds. Once the Independent Review Committee is established, if all of the members of the Independent Review Committee resign, are removed or their respective terms of office end at the same time, then the Manager shall appoint new members of the Independent Review Committee. The Manager shall refer to the Independent Review Committee for its consideration and recommendations all matters that are within the mandate of the Independent Review Committee, whether such matters are brought before the Independent Review Committee by way of policy, standing instructions or otherwise in accordance with the mandate of the Independent Review Committee. The Manager shall provide such reports and other information to the Independent Review Committee as may be required by applicable securities legislation and as the Independent Review Committee may reasonably request to enable the Independent Review Committee to satisfy its mandate and responsibilities. The Manager shall consider the recommendations of the Independent Review Committee in carrying out its duties as manager of the Funds before making a final decision in respect of any matter that has been referred to the Independent Review Committee. The Manager shall comply with all obligations described in the mandate of the Independent Review Committee and in applicable securities legislation relating to the Independent Review Committee that apply to the Manager; and
- (o) provide, or cause to be provided, to each Fund all other services necessary or desirable to conduct and operate the Fund's business in an efficient manner.

Delegation of Responsibilities

4. In connection with the duties of the Manager herein specified, the Manager may, subject to the provisions of the Declaration of Trust, engage or employ on behalf of a Fund any persons as agents, representatives, employees or independent contractors, including, without limitation, lawyers, bankers, portfolio advisers, notaries, registrars, underwriters, accountants, brokers or dealers in one or more capacities and any other advisers or other professionals which the Manager deems advisable and may delegate any of the powers and duties of the Manager hereunder to any agents, representatives, officers, employees, independent contractors or other persons. Each Fund acknowledges that the Manager has retained CIBC Mellon Trust Company and may in the future retain another duly qualified financial institution to act as custodian for the

assets of each Fund. Each Fund further acknowledges that the Manager proposes to retain various investment management firms from time to time which it will select to act as portfolio advisors for each Fund.

Conduct of Business

5. The Manager agrees to comply in all material respects with the Declaration of Trust, securities laws and regulations, the requirements of the Canadian securities administrators and policy statements of securities authorities insofar as such relate to its duties and obligations hereunder and to act in accordance with the statements contained in the prospectus.

Standard of Care

6. The Manager shall exercise the powers and authorities granted hereunder and discharge its duties hereunder honestly, in good faith and in the best interests of each Fund and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. The Manager shall be responsible for any loss that arises out of the failure of the Manager, or of any person or company retained by the Manager or any Fund to discharge any of the Manager's responsibilities to a Fund, to exercise the required degree of care. If the Manager receives investment advice concerning the use of options or standardized futures by a Fund from a non-resident sub-adviser, the Fund shall not invest in or use options or standardized futures unless the obligations and duties of the non-resident sub-adviser are set out in a written agreement with the Manager. In addition, the Manager agrees to be responsible for any loss arising out of the failure of the non-resident sub-adviser to exercise:

- (a) the powers and discharge the duties of its office honestly, in good faith and in the best interests of the applicable Fund, and
- (b) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

Reporting Obligation of the Manager

7. The Manager shall provide such reports and information as each Fund may from time to time reasonably request, including, without limitation, a report in writing of the securities held in the investment portfolio of the Fund and of all transactions effected on behalf of the Fund.

Fees

8. In consideration of the duties performed by the Manager pursuant to the terms of this Agreement and except as set out below, the Manager shall receive from each Fund fees in respect of each series of units offered by the Fund as set forth in Schedule "A" hereto. No fees shall be payable to the Manager by any Fund in respect of any series I units offered by the Fund.

The management fee payable to the Manager shall be reduced by any amount paid or payable by the Fund to the funding agent (as defined below). Neither the Manager, nor any affiliate of the Manager, nor any person claiming through any thereof, including any liquidating trustee or court with jurisdiction over any bankruptcy, insolvency, reorganization or similar proceeding in respect of any thereof, will have any right, title or interest in such amount.

In addition, the Funds may make arrangements to pay their investment or portfolio advisors directly, in which circumstance the parties hereto agree that the management fee payable to the Manager in respect of a Fund shall be reduced by the amount paid by that Fund to such investment or portfolio advisors.

Expenses

9. Except as set out below, each Fund shall also be responsible for payment of the Total Expenses allocated to the Fund and the carrying on of its business, other than fees paid by the Manager, if any, in respect of portfolio advisory or investment management services. Notwithstanding the foregoing, the Manager shall be responsible for the payment of all Operating Expenses allocated to the Series A units of Invesco Canadian Endeavour Fund (formerly, Trimark Canadian Endeavour Fund), to the Series SC units of each of Invesco Canadian Interest Fund (formerly, Trimark Interest Fund), Invesco Income Growth Fund (formerly, Trimark Income Growth Fund), Invesco Canadian Fund (formerly, Trimark Canadian Fund) and Invesco Global Companies Fund (formerly, Trimark Fund) and to the Institutional Series units, the Corporate Series units, The Northern Trust Canada Series units, and the Series I units of the Funds, as applicable. For greater certainty, each of the Invesco Canadian Endeavour Fund, Invesco Canadian Interest Fund, Invesco Income Growth Fund, Invesco Canadian Fund and Invesco Global Companies Fund shall be responsible for payment of all Trading Expenses and withholding taxes allocated to its series A units or its Series SC units, as the case may be, and shall also be responsible for payment of the Total Expenses allocated to all other series of units (other than series I units) of such Fund.

Where any disbursements on account of the expenses which are to be paid by a Fund or a Class are made by the Manager on behalf of the Fund, the Manager shall be entitled to obtain prompt reimbursement therefor from the Fund upon providing the Fund with a proper account.

The Manager shall determine whether the Total Expenses of a Fund should be charged only to one series of units of the Fund or whether the Total Expenses are common to all series of units. The Total Expenses of a Fund shall be allocated by the Manager to the series of units of the Fund on the following basis:

- (a) other than with respect to Series O units, all Total Expenses specifically attributed to one series of units shall be allocated only to that series of units; and
- (b) other than with respect to Series O units, all Total Expenses common to a Class of a Fund shall be allocated to each of the series of units of the Class based on:
 - (i) the relative net asset value of each series of units of the Class outstanding;
 - (ii) the amount of Total Expense common to the Class that is calculated by the Manager to have been actually incurred by the Fund in respect of each series of units of the Class; or

- (iii) such other method of allocation as the Manager considers equitable to the Class;
- (c) other than with respect to Series O units, all Total Expenses common to all series of units shall be allocated among the series of units of the Fund on a reasonable basis determined by the Manager in its sole discretion;
- (d) other than with respect to Series O units, if a Fund offers a Hedged Class and an Ordinary Class, then, notwithstanding the provisions above, all expenses incurred by the Fund in connection with any foreign currency hedging derivative instruments held by the Fund exclusively for the benefit of the Hedged Class shall be a Total Expense common to the Class allocated solely to the Hedged Class as part of the allocation of the Foreign Currency Hedging Value of the Fund; and
- (e) with respect to Series O units of any Fund, the Manager shall charge a Fund a fixed rate administration fee, in lieu of an allocation of Total Expenses, as follows:

Fund	Fixed Expense Ratio (not including HST and other applicable taxes)
Invesco Canadian Fund (formerly, Trimark Canadian Fund)	0.10%
Invesco Global Companies Fund (formerly, Trimark Fund)	0.10%
Invesco Income Growth Fund (formerly, Trimark Income Growth Fund)	0.10%
Invesco Global Balanced Fund (formerly, Trimark Global Balanced Fund)	0.15%
Invesco Global Endeavour Fund (formerly, Trimark Global Endeavour Fund)	0.15%
Invesco U.S. Companies Fund (formerly, Trimark U.S. Companies Fund)	0.15%

Notwithstanding the foregoing, the Manager shall include the Operating Expenses and Trading Expenses incurred with respect to Series O units in the Total Expenses upon which Fund expense allocations are made to ensure that there is no additional recovery of Total Expenses with respect to Series O units.

A Fund may, from time to time, enter into arrangements with a third party (a "funding agent") relating to the distribution of its units. Such distribution arrangements may provide for the funding of commissions or other compensation paid to registered dealers on the initial sale of units. In exchange for funding such sales commissions or other compensation, the funding agent may be entitled to receive an ongoing fee from the Fund and/or a contingent fee calculated by

reference to the redemption of units. Any obligation to pay such fees may be a legally binding obligation of the Fund.

Limitation of Liability

10. So long as the Manager and any person retained by the Manager or any Fund to discharge any of the Manager's responsibilities to the Fund, including any non-resident sub-advisers as permitted in Section 6, has exercised its powers in the manner required herein and has met the standard of care set within Section 6, then, except as otherwise stated in that section, the Manager shall not be liable to a Fund or any unitholder for the acts, omissions, receipts, neglects or defaults of any person, firm or corporation employed or engaged by it as permitted hereunder, or for any loss, damage or expense caused to a Fund through the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Fund shall be laid out or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any monies, securities or property of the Fund shall be lodged or deposited, or for any loss occasioned by error in judgment on the part of the Manager, or for any other loss, damage or misfortune which may happen in the execution by the Manager of its duties hereunder.

Liability and Indemnification of the Manager

11. The Manager, its affiliates and their respective duly appointed agents, representatives, directors, officers and employees and each of them shall at all times be indemnified and saved harmless by each Fund out of the assets of the Fund from and against all claims whatsoever, including costs, charges and expenses actually and reasonably incurred in connection therewith, brought, commenced or prosecuted against them for or in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of its duties as Manager for that Fund and also from and against all other costs, charges, and expenses it may actually and reasonably sustain or incur in or about or in relation to the performance of its duties hereunder for that Fund. It is the intention of each Fund to constitute the Manager a trustee for its affiliates and their respective agents, representatives, directors, officers and employees, with respect to the covenants of the Fund under this Section 11 as it applies to the Manager, and the Manager agrees to accept such trust and to hold and enforce such covenants of behalf of such persons. The Manager, its directors, officers and employees shall not be personally liable for any taxes, assessments or governmental charges which may be levied or assessed on any basis whatsoever in connection with the performance of the Manager's duties under this Agreement, excepting only those income taxes assessed against the Manager in its corporate capacity arising out of its compensation under this Agreement. The Manager shall not be liable to any Fund or to any unitholder for any loss or damage relating to any matter regarding such Fund, including any loss or diminution in the net asset value of the Fund or of any series of units of the Fund. Nothing herein shall be deemed to protect the Manager against any liability to a Fund and unitholders in any circumstance where there has been a failure of the Manager or any person or company retained by the Manager or the Fund to discharge any of the Manager's responsibilities to the Fund:

- (a) to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of the Fund; or

- (b) to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

Reliance on Others

12. The Manager may rely and act upon any statement, report or opinion prepared by or any advice received from portfolio advisers, auditors, solicitors, notaries, bankers or other professional advisers and shall not be responsible or held liable for any loss or damage resulting from relying or acting thereon if the advice was within the area of professional competence of the person from whom it was received and the Manager acted reasonably in relying thereon.

Nature of Agreement

13. This Agreement is not intended to be and shall not be treated as anything other than a management agreement relating to the conduct and operation of the business of each Fund, with the rights of the parties hereto being none other than the rights ascribed to them hereunder. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute a party hereto a partner or agent of any other party hereto in the conduct of any business or otherwise or a member of a general partnership, limited partnership, joint venture, corporation, company or joint stock company.

Termination

14. This Agreement may be terminated at any time by any Fund or by the Manager in respect of any Fund by not less than ninety (90) days' prior notice in writing.

15. Termination of this Agreement in respect of one or more Funds shall not result in any penalty or other fee. Upon termination of this Agreement, the Manager shall forthwith deliver to the applicable Fund:

- (a) all records, documents and books of account, and
- (b) all materials and supplies for which the Manager has been paid by the Fund,

which are in the possession or control of the Manager and relate directly or indirectly to the performance by the Manager of its obligations under this Agreement; provided, however, that the Manager may retain notarial or other copies of such records, documents and books of account and the Fund shall produce at its head office the originals of such records, documents and books of account whenever required to do so by the Manager for the purpose of legal proceedings or dealings with any governmental authorities.

Notice

16. Any notice, request or direction required or permitted to be given hereunder shall be in writing and shall be properly given by personal delivery or by sending same by telecopier or other form of telecommunication device to the party for whom it is intended to the respective address set forth below or to such other address as either party may from time to time specify by notice given in accordance herewith. Except as expressly otherwise provided in this Agreement, any notice, if delivered as aforesaid, shall be effective on the date of delivery; and, if sent by

telecopier or other similar form of telecommunication device, shall be effective on the business day following the day on which it was sent. Until changed, the addresses for notice of the parties shall be:

If to any Fund, at:

Invesco Canada Funds
c/o Invesco Canada Ltd.
5140 Yonge Street, Suite 800
Toronto, Ontario
M2N 6X7
Fax No. (416) 590-1621

If to the Manager, at:

Invesco Canada Ltd.
5140 Yonge Street, Suite 800
Toronto, Ontario
M2N 6X7
Fax No. (416) 590-1621

General Provisions

17. This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario.

18. This Agreement may be assigned by the Manager, subject only to compliance with applicable requirements of securities regulatory authorities.

19. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto and any proposed change shall not be effective without compliance with applicable requirements of securities regulatory authorities.

20. This Agreement contains the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, discussions and understandings. In the case of the Trimark funds, this Agreement supersedes and replaces each of the separate Trimark management agreements.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**EACH TRUST FUND LISTED FROM TIME TO TIME ON SCHEDULE "A"
by its Trustee, Invesco Canada Ltd.**

By: (Signed) "Harsh Damani"
Harsh Damani
Chief Financial Officer, Funds and North America
Head-Fund Accounting and Fund Expenses

By: (Signed) "Eric Adelson"
Eric J. Adelson
Senior Vice President and Head of Legal-Canada

INVESCO CANADA LTD. as Manager

By: (Signed) "Harsh Damani"
Harsh Damani
Chief Financial Officer, Funds and North America
Head-Fund Accounting and Fund Expenses

By: (Signed) "Eric Adelson"
Eric J. Adelson
Senior Vice President and Head of Legal-Canada

SCHEDULE "A"

**to the Amended and Restated Master Management Agreement
between each of the Invesco Trust Funds and
Invesco Canada Ltd. dated October 20, 2000, as amended March 27, 2002, and
as amended and restated to August 9, 2002, to October 4, 2002, to August 6, 2003, to August 15, 2003, to August 10, 2007,
September 25, 2009, January 20, 2014, July 29, 2016 and to July 27, 2018**

(Effective July 27, 2018)

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Balanced Portfolio	Series A - 1.48%	n/a	0.48%
Conservative Portfolio	Series A - 1.41%	n/a	0.41%
Growth Portfolio	Series A - 1.50%	n/a	0.50%
High Growth Portfolio	Series A - 1.51%	n/a	0.51%
Invesco Active Multi-Sector Credit Fund (formerly, Invesco Advantage Bond Fund)	Series A - 1.00% Series PTF – 0.65%	n/a	0.75%
Invesco Allocation Fund	Series A – max. 0.50% Series SC – max. 0.50%	n/a	max. 0.50%
Invesco Canada Money Market Fund	Series A – 1.00% Series DCA – 1.00% Series DCA Heritage – 0%	n/a	n/a

Management Fees

Fund	Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated	Series D units	Series F units
Invesco Canadian Premier Balanced Fund (formerly, Invesco Canadian Balanced Fund)	Series A – 2.00% Series P – 1.85% Series PF – 0.70% Series T4 – 2.00% Series T6 – 2.00% Series T8 – 2.00%	1.25%	0.85%
Invesco Canadian Core Plus Bond Fund (formerly, Invesco Canadian Bond Fund)	Series A - 1.00% Series P – 1.00% Series PF – 0.45% Series PTF – 0.40%	1.00%	0.50%
Invesco Canadian Premier Growth Fund	Series A - 2.00%	1.25%	1.00%
Invesco Floating Rate Income Fund	Series A - 1.25% Series P – 1.15% Series PF – 0.65% Series PTF – 0.65%	1.00%	0.75%
Invesco Global Bond Fund	Series A – 1.15% Series P – 1.05% Series PF – 0.55% Series PF4 – 0.55% Series PTF – 0.55%	n/a	0.65%

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Invesco Global Dividend Income Fund	Series A – 2.00% Series P – 1.85% Series PF – 0.70% Series PTF – 0.60%	n/a	0.85%
Invesco Global High Yield Bond Fund	Series A - 1.50% Series PTF – 0.65%	1.00%	0.75%
Invesco Global Monthly Income Fund	Series A – 1.80% Series P – 1.65% Series PF – 0.65% Series PTF – 0.55%	n/a	0.80%
Invesco Global Real Estate Fund	Series A – 2.00% Series PTF – 0.75% Series PTFU – 0.75%	n/a	1.00%
Invesco Indo-Pacific Fund	Series A - 2.00% Series PTF – 0.75% Series PTFU – 0.75%	n/a	1.00%
Invesco Intactive 2023 Portfolio	Series A – 1.70% Series A – 1.40% effective January 1, 2019 Series P – 1.60% Series P – 1.30% effective January 1, 2019	n/a	0.70% 0.65% effective January 1, 2019

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Invesco Intactive 2028 Portfolio	Series A – 1.75% Series A – 1.70% effective January 1, 2019 Series P – 1.65% Series P – 1.60% effective January 1, 2019	n/a	0.75% 0.70% effective January 1, 2019
Invesco Intactive 2033 Portfolio	Series A – 1.75% Series P – 1.65%	n/a	0.75%
Invesco Intactive 2038 Portfolio	Series A – 1.75% Series P – 1.65%	n/a	0.75%
Invesco Intactive Balanced Growth Portfolio	Series A – 1.75% Series P – 1.65% Series PF – 0.65% Series T4 – 1.75% Series T6 – 1.75% Series T8 – 1.75%	1.00%	0.75%
Invesco Intactive Balanced Income Portfolio	Series A – 1.75% Series P – 1.65% Series PF – 0.65% Series T4 – 1.75% Series T6 – 1.75%	1.00%	0.75%

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Invesco Intactive Diversified Income Portfolio	Series A – 1.50% Series P – 1.40% Series PF – 0.65% Series T4 – 1.50% Series T6 – 1.50%	1.00%	0.75%
Invesco Intactive Growth Portfolio	Series A – 1.75% Series P – 1.65% Series PF – 0.65% Series T4 – 1.75% Series T6 – 1.75%	1.00%	0.75%
Invesco Intactive Maximum Growth Portfolio	Series A – 1.75% Series P – 1.65% Series PF – 0.65% Series T6 – 1.75%	1.00%	0.75%
Invesco International Growth Fund	Series A - 2.00%	1.25%	1.00%
Invesco Monthly Income ETF Portfolio (formerly, PowerShares Monthly Income Fund)	Series A – 1.40% Series T6 – 1.40% Series T8 – 1.40%	0.65%	0.40%
Invesco Canadian Short-Term Bond Fund (formerly, Invesco Short-Term Bond Fund)	Series A - 1.00%	n/a	0.40%

Management Fees

Fund	Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated	Series D units	Series F units
Invesco Strategic Yield Fund	Series A – 1.75% Series F4 – 0.75% Series F6 – 0.75% Series P – 1.65% Series PF – 0.65% Series PF4 – 0.65% Series PF6 – 0.65% Series PT4 – 1.65% Series PT6 – 1.65% Series T4 – 1.75% Series T6 – 1.75%	1.00%	0.75%
Moderate Portfolio	Series A - 1.43%	n/a	0.43%
Invesco 1-5 Year Laddered Corporate Bond Index ETF Fund (formerly, PowerShares 1-5 Year Laddered Corporate Bond Index Fund)	Series A – 0.75%	n/a	0.25%
Invesco FTSE RAFI Global+ ETF Fund (formerly, PowerShares FTSE RAFI® Global+ Fundamental Fund)	Series A – 1.05%	0.30%	0.05%
Invesco FTSE RAFI U.S. ETF Fund (formerly, PowerShares FTSE RAFI® U.S. Fundamental Fund)	Series A – 1.05%	n/a	0.05%

Management Fees

Fund	Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated	Series D units	Series F units
Invesco Global Dividend Achievers ETF Fund (formerly, PowerShares Global Dividend Achievers Fund)	Series A – 1.05%	0.30%	0.05%
Invesco U.S. High Yield Bond Index Fund (formerly, PowerShares High Yield Corporate Bond Index Fund)	Series A – 1.00%	n/a	0.50%
Invesco Canadian Real Return Bond Index Fund (formerly, PowerShares Real Return Bond Index Fund)	Series A – 0.75%	0.50%	0.25%
Invesco Tactical Bond ETF Fund (formerly, PowerShares Tactical Bond Fund)	Series A – 0.85% Series F4 – 0.35% Series F6 – 0.35% Series T4 – 0.85% Series T6 – 0.85%	n/a	0.35%
Invesco S&P 500 Low Volatility Index ETF Fund (formerly, PowerShares U.S. Low Volatility Index Fund)	Series A – 1.50%	n/a	0.50%

Management Fees

Fund	Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated	Series D units	Series F units
Invesco Canadian Endeavour Fund (formerly, Trimark Canadian Endeavour Fund)	Series A - 2.00% Series P – 1.85% Series PF – 0.85% Series PTF – 0.55%	1.25%	1.00%
Invesco Canadian Fund (formerly, Trimark Canadian Fund)	Series A - 2.00% Series SC - 1.75% on first \$200 million of net assets; 1.50% on net assets in excess of \$200 million	1.25%	1.00%
Invesco Canadian Opportunity Fund (formerly, Trimark Canadian Opportunity Fund)	Series A - 2.00%	n/a	1.00%
Invesco Canadian Small Companies Fund (formerly, Trimark Canadian Small Companies Fund)	Series A - 2.00% Series P – 1.85% Series PF – 0.85%	1.25%	1.00%
Invesco Europlus Fund (formerly, Trimark Europlus Fund)	Series A - 2.00% Series P – 1.85% Series PF – 0.85% Series PTF – 0.70% Series PTFU – 0.70%	1.25%	1.00%

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Series D units

Series F units

Fund

Invesco Global Companies Fund (formerly, Trimark Fund)	Series A - 2.00% Series H – 2.00% Series P – 1.85% Series PF – 0.85% Series PTF – 0.70% Series PTFU – 0.70% Series SC - 1.75% on first \$200 million of net assets; 1.50% on net assets in excess of \$200 million Series T4 – 2.00% Series T6 – 2.00% Series T8 – 2.00%	1.25%	1.00%
Invesco Global Balanced Fund (formerly, Trimark Global Balanced Fund)	Series A - 2.00% Series H – 2.00% Series M – 1.60% Series P – 1.85% Series PF – 0.70% Series T4 – 2.00% Series T6 – 2.00% Series T8 – 2.00%	1.25%	0.85%
Invesco Global Diversified Income Fund (formerly, Trimark Global Diversified Income Fund)	Series A – 1.80% Series P – 1.65% Series PF – 0.65% Series PTF – 0.55%	n/a	0.80%

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Invesco Global Endeavour Fund (formerly, Trimark Global Endeavour Fund)	Series A - 2.00% Series H – 2.00% Series M – 1.60% Series P – 1.85% Series PF – 0.85%	1.25%	1.00%
Invesco Global Diversified Companies Fund (formerly, Trimark Global Fundamental Equity Fund)	Series A - 2.00% Series H – 2.00% Series T4 - 2.00% Series T6 - 2.00% Series T8 - 2.00%	1.25%	1.00%
Invesco Income Growth Fund (formerly, Trimark Income Growth Fund)	Series A - 2.00% Series SC - 1.75% on first \$200 million of net assets; 1.50% on net assets in excess of \$200 million Series P – 1.85% Series PF – 0.70% Series T4 - 2.00% Series T6 - 2.00% Series T8 - 2.00%	1.25%	0.85%
Invesco Canadian Interest Fund (formerly, Trimark Interest Fund)	Series DSC - max. 1.50% Series SC - max. 1.02%	n/a	n/a
Invesco International Companies Fund (formerly, Trimark International Companies Fund)	Series A - 2.00%	n/a	1.00%

Management Fees

Series A units, Series DCA units, Series DCA Heritage units, Series DSC units, Series F4 units, Series F6 units, Series H units, Series M units, Series P units, Series PF units, Series PF4 units, Series PF6 units Series PTF units, Series PTFU units, Series PT4 units, Series PT6 units, Series SC units, Series T4 units, Series T6 units, Series T8 units and/or as indicated

Fund		Series D units	Series F units
Invesco Resources Fund (formerly, Trimark Resources Fund)	Series A - 2.00% Series PTF – 0.75%	1.25%	1.00%
Invesco Select Balanced Fund (formerly, Trimark Select Balanced Fund)	Series A - 2.00% Series P – 1.85% Series PF – 0.70% Series T4 - 2.00% Series T6 - 2.00%	1.25%	0.85%
Invesco U.S. Companies Fund (formerly, Trimark U.S. Companies Fund)	Series A - 2.00%	1.25%	1.00%
Invesco U.S. Money Market Fund (formerly, Trimark U.S. Money Market Fund)	Series DSC - max. 1.50% Series SC - max. 1.25%	n/a	n/a

<u>Fund</u>	<u>Management Fees</u>		
	<u>Institutional Series units</u>	<u>Corporate Series units</u>	<u>The Northern Trust Canada Series units</u>
Canadian Dollar Cash Management Fund	0.19%	0.24%	0.24%
U.S. Dollar Cash Management Fund			

**EACH TRUST FUND LISTED IN THIS SCHEDULE “A”,
by its Trustee, INVESCO CANADA LTD.**

By: *(Signed) “Harsh Damani”*

Name: Harsh Damani

Title: Chief Financial Officer, Funds and North America
Head – Fund Accounting and Fund Expenses

By: *(Signed) “Eric Adelson”*

Name: Eric Adelson

Title: Senior Vice President and Head of Legal-Canada

INVESCO CANADA LTD., as Manager

By: *(Signed) “Harsh Damani”*

Name: Harsh Damani

Title: Chief Financial Officer, Funds and North America
Head – Fund Accounting and Fund Expenses

By: *(Signed) “Eric Adelson”*

Name: Eric Adelson

Title: Senior Vice President and Head of Legal-Canada