

AMENDING AGREEMENT TO CASH MANAGEMENT AGREEMENT

THIS AMENDING AGREEMENT TO CASH MANAGEMENT AGREEMENT (this “**Agreement**”) is made as of the 17th day of October, 2017.

BY AND AMONG

- (1) **BANK OF MONTREAL**, a bank named in Schedule I to the *Bank Act* (Canada), in its capacity as Cash Manager, GDA Provider, Seller, Servicer and Issuer;
- (2) **BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP**, , by its managing general partner **BMO COVERED BOND GP, INC.**, in its capacity as Guarantor; and
- (3) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company formed under the laws of Canada, in its capacity as Bond Trustee.

WHEREAS the parties entered into a cash management agreement dated as of September 30, 2013 (the “**Cash Management Agreement**”);

AND WHEREAS the parties hereto have agreed to amend the Cash Management Agreement pursuant to Section 20.1 and the terms of this Agreement;

NOW THEREFORE IT IS HEREBY AGREED that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

ARTICLE 1 – AMENDMENT

1.01 Amendment

(1) Section 3.4 of the Cash Management Agreement shall be amended by deleting the heading and replacing it with the following, and all references to such heading shall be replaced accordingly:

“Compliance with the Asset Coverage Test, the Amortization Test, the Pre-Maturity Test, the Valuation Calculation and the OC Valuation”

(2) Section 3.4 of the Cash Management Agreement is amended in the following manner:

(i) deleting the word “and” at the end of Section 3.4(v);

(ii) replacing the comma at the end of Section 3.4(vi) with a semicolon followed by the word “and”; and

(iii) adding the following as a new Section 3.4(vii) immediately after Section 3.4(vi):

“(vii) following the 2017 New Guide OC Valuation Implementation Date, to do all calculations which are required to determine the OC Valuation as of each Calculation Date on or before the Canadian Business Day at least two

Canadian Business Days prior to the immediately following Guarantor Payment Date.”

ARTICLE 2– MISCELLANEOUS

2.01 Further Assurances

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

2.02 Other Amendments

Except as expressly amended, modified and supplemented hereby, the provisions of the Cash Management Agreement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Cash Management Agreement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

2.03 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

2.04 Interpretation

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Cash Management Agreement (prior to its amendment hereby).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

BANK OF MONTREAL

Per: “Stephen Lobo”
Name: Stephen Lobo
Title: Senior Vice-President and Treasurer

**BMO COVERED BOND GUARANTOR
LIMITED PARTNERSHIP, by its managing
general partner, BMO COVERED BOND GP,
INC.**

Per: “Chris Hughes”
Name: Chris Hughes
Title: President and Secretary

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

Per: “Morag Abraham”
Name: Morag Abraham
Title: Corporate Trust Officer

“Stanley Kwan”
Name: Stanley Kwan
Title: Associate Trust Officer