

**AMENDING AGREEMENT TO
STAND-BY BANK ACCOUNT AGREEMENT**

THIS AMENDING AGREEMENT TO STAND-BY BANK ACCOUNT 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;
- (2) **BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP**, a limited partnership established under the laws of the Province of Ontario, by its managing general partner **BMO COVERED BOND GP, INC.**, in its capacity as Guarantor;
- (3) **ROYAL BANK OF CANADA**, a bank named in Schedule I to the *Bank Act* (Canada), in its capacity as Stand-By Account Bank and Stand-By GDA Provider; and
- (4) **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 Stand-By Bank Account Agreement dated as of September 30, 2013 (the “**Stand-By Bank Account Agreement**”);

AND WHEREAS the parties hereto have agreed to amend the Stand-By Bank Account Agreement pursuant to Section 17 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 7.1(ii) of the Stand-By Bank Account Agreement shall be amended by deleting the following words:

“(D) either (i) R-1(middle) with respect to the short-term, unsecured, unsubordinated and unguaranteed debt obligation of the Stand-By Account Bank by DBRS, or (ii) AA(low) with respect to the long-term, unsecured, unsubordinated and unguaranteed debt obligation of the Stand-By Account Bank by DBRS;”

and replacing them with the following:

“(D) either (i) R-1(low) with respect to the short-term, unsecured, unsubordinated and unguaranteed debt obligation of the Stand-By Account Bank by DBRS, or (ii) A with respect to the long-term, unsecured, unsubordinated and unguaranteed debt obligation of the Stand-By Account Bank by DBRS;”

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 Stand-By Bank Account 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 Stand-By Bank Account 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 Stand-By Bank Account 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

ROYAL BANK OF CANADA

Per: “David Power”
Name: David Power
Title: Vice-President, Corporate Treasury

“James Salem”
Name: James Salem
Title: Executive Vice-President and
Treasurer

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

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

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