

SUPPLEMENTAL AGENCY AGREEMENT

February 1, 2018

(supplemental to the Amended and Restated Agency Agreement dated April 11, 2014)

BANK OF MONTREAL

Issue of Canadian Dollar Denominated Covered Bonds

under the

Global Registered Covered Bond Program

THIS SUPPLEMENTAL AGENCY AGREEMENT is made on February 1, 2018

BETWEEN:

- (1) **BANK OF MONTREAL** (the “**Issuer**”);
- (2) **BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP** (the “**Guarantor**”); and
- (3) **BNY TRUST COMPANY OF CANADA** as Canadian paying agent, registrar and transfer agent for the purposes of the Canadian Covered Bonds (as defined below) (the “**Canadian Agent**”).

WHEREAS:

- A. The Issuer proposes to issue Canadian dollar denominated covered bonds (the “**Canadian Covered Bonds**”) to be cleared through the clearing and settlement system operated by CDS Clearing and Depository Services Inc. (“**CDS**”).
- B. The Canadian Covered Bonds will be issued under the Issuer’s Global Registered Covered Bond Program (the “**Program**”).
- C. The Issuer, the Guarantor, and the other parties named therein entered into an amended and restated agency agreement dated April 11, 2014, as amended by an amending agreement dated as of October 17, 2017 (as so amended, the “**Agency Agreement**”), in respect of the Program.
- D. Pursuant to Article 25.6 of the Agency Agreement, the Issuer and the Guarantor may appoint additional agents in relation to any particular Series of Covered Bonds issued under the Program.
- E. The Issuer and the Guarantor wish to appoint BNY Trust Company of Canada as the Canadian paying agent, registrar and transfer agent in respect of the Canadian Covered Bonds and BNY Trust Company of Canada wishes to accept that appointment.

NOW IT IS HEREBY AGREED as follows:

1. Appointment

In accordance with Article 25.6 of the Agency Agreement, the Issuer and the Guarantor hereby appoint the Canadian Agent, and the Canadian Agent hereby agrees, to act as issuing and paying agent, registrar and transfer agent in Canada in relation to the Canadian Covered Bonds and to carry out certain other functions in accordance with the standard market practices established for clearing and settlement of securities with CDS in respect of the Canadian Covered Bonds and, unless otherwise specified herein, such appointment shall be on the same terms and conditions as those set out in the Agency Agreement with respect to the appointment of the other Paying Agents and Registrars, and the rights and obligations of the Canadian Agent against the parties to the Agency Agreement and, conversely, the rights and obligations of the parties to the Agency Agreement against the Canadian Agent, shall be the same as the rights and obligations

owing among the parties to the Agency Agreement. This supplemental agreement supplements the Agency Agreement and, together, they form one agreement.

2. Capitalized Terms

Capitalized terms used and not defined herein have the same meaning given to such terms in the Agency Agreement.

3. Specific Provisions

For the purposes of the issue of the Canadian Covered Bonds only, the following provisions shall apply.

(a) Definitions and Interpretation

- (i) All references to “**Issuing and Paying Agent**” or “**Paying Agents**” in the Agency Agreement shall include the Canadian Agent, in its capacity as issuing and paying agent in respect of the Canadian Covered Bonds.
- (ii) All references to “**Registrar**” or “**Registrars**” shall include the Canadian Agent, in its capacity as registrar in respect of the Canadian Covered Bonds.
- (iii) All references to “**Transfer Agent**” or “**Transfer Agents**” shall include the Canadian Agent, in its capacity as transfer agent in respect of the Canadian Covered Bonds.
- (iv) All references to “**Clearing System**” shall include CDS, as the clearing system in respect of the Canadian Covered Bonds.
- (v) “**Fee Schedule**” means the schedule of fees dated January 26, 2018 provided to the Issuer by the Canadian Agent.

(b) Issuing Duties

- (i) Notwithstanding anything to the contrary in the provisions of Article 3 of the Agency Agreement, the Canadian Agent will upon receipt from the Issuer of instructions that Canadian Covered Bonds are to be issued in a specified principal amount or amounts and to a specified person or persons:
 - (A) immediately (or as otherwise instructed by the Issuer) establish the Register (in the case of the initial issue of Canadian Covered Bonds in a Series) and enter the specified person or persons in the Register (which, in the case of Canadian Covered Bonds to be cleared through CDS, shall be CDS or its nominee) as the holders of Canadian Covered Bonds in the specified principal amount or amounts;

- (B) where the Canadian Covered Bonds are to be initially represented by a Registered Global Covered Bond registered in the name of CDS or its nominee, on or before 10.00 a.m. (Toronto time) on the Business Day prior to the Issue Date in relation to each Tranche, the Canadian Agent shall authenticate and deliver the Canadian Agent's required signature pages to the Registered Global Covered Bond to counsel for the Issuer or to such person and in such place as may have been agreed between the Issuer, the Relevant Dealer and the Canadian Agent); and
- (C) give instructions to CDS to credit the Canadian Covered Bonds represented by the Registered Global Covered Bond to the Relevant Dealer's participant account or the participant account of the CDS participant, as the case may be and to hold each such Canadian Covered Bond to the order of the Issuer pending delivery to the Relevant Dealer(s) on a delivery against payment basis (or on such other basis as shall have been agreed between the Issuer and the Relevant Dealer and notified to the Canadian Agent) in accordance with the normal procedures of CDS and, following payment, to credit the Canadian Covered Bonds represented by such Global Covered Bond to such securities account(s) as shall have been notified to the Canadian Agent by the Issuer,

so as to facilitate the proposed issue in accordance with the Issuer's instructions and the Issuer will provide the Canadian Agent such further information as may be reasonably required in order for the Canadian Agent to fulfill its obligations set out in subparagraphs 3(b)(i)(A) through 3(b)(i)(D) of this supplemental agreement.

(c) Paying Duties

- (i) Notwithstanding anything to the contrary in the provisions of Section 6 of the Agency Agreement, but subject to the provisions of this supplemental agreement, the Canadian Agent will pay all amounts due in respect of the Canadian Covered Bonds on the due dates for such payments in accordance with the Terms and Conditions. So long as the Canadian Covered Bonds are represented by a single global certificate, registered in the name of CDS or its nominee, all payments on the Canadian Covered Bonds shall be made by the Canadian Agent by wire transfer of immediately available funds in Canadian dollars to an account or accounts designated by CDS.
- (ii) The Canadian Agent's obligations under clause 3(c)(i) with respect to any payment due on the Canadian Covered Bonds on any date are subject to the Issuer or the Guarantor, as applicable, paying or causing to be paid to the Canadian Agent an amount sufficient (together with any funds then held by the Canadian Agent on behalf of the Issuer or the Guarantor) to pay the full amount due not later than 2.00 pm (local time in Toronto) one Business Day prior to the due date for payment of that amount. For greater

certainty, the Canadian Agent has no liability to the Issuer or a holder of Canadian Covered Bonds for the non-payment or delayed payment of any amount payable to a holder of Canadian Covered Bonds to the extent that the Issuer has not complied with this clause 3(c)(ii), including liability for any claim made by a holder of Canadian Covered Bonds for the amount of any interest it has failed to earn as a result of the non-payment or delayed payment.

- (iii) If the Issuer or the Guarantor does not satisfy the conditions specified in clause 3(c)(ii) in respect of any payment but nonetheless pays the required amount to the Paying Agent, the Paying Agent must pay or arrange to be paid the amounts due on the Canadian Covered Bonds in accordance with clause 3(c)(i) on the due date or, if the amounts are received by the Paying Agent at a later time, as soon as reasonably practicable after the Paying Agent confirms receipt of the required amount.
 - (iv) The Canadian Agent is under no obligation to make or arrange to be made payments on the Canadian Covered Bonds except as provided by this clause 3(c).
 - (v) The Canadian Agent will notify by email communication each of the Bond Trustee and the Issuer if it has not received, or if the Issuer notifies it that it will not receive, unconditionally the full amount payable on the Canadian Covered Bonds by the relevant due date for payment of that amount.
 - (vi) The Canadian Agent must hold all moneys paid to it under this supplemental agreement in its trust account for the benefit of (or on such other terms as may be specified by) the Issuer (in the case of money paid by the Issuer) or the Guarantor (in the case of money paid by the Guarantor) pending application towards payment of the relevant amount due on the Canadian Covered Bonds. If so directed by the Issuer or the Guarantor (as the case may be) prior to such application, the Canadian Agent must repay the relevant amount to the Issuer or the Guarantor (as the case may be).
- (d) Registrar Duties
- (i) Notwithstanding anything to the contrary in the provisions of Article 10 and Article 11 of the Agency Agreement, the Canadian Agent will establish the Register for, and enter therein the issue details of, each Series of Canadian Covered Bonds and maintain the Register in accordance with the Terms and Conditions in Toronto (or in such other place as the Issuer may approve) so as to show at all times in respect of those Canadian Covered Bonds:
 - (A) the principal amounts of the Canadian Covered Bonds;

- (B) the dates of issue of the Canadian Covered Bonds and all subsequent transfers and changes of ownership;
 - (C) the names and addresses of the holders of the Canadian Covered Bonds;
 - (D) the date on which any Canadian Covered Bonds are redeemed or purchased by the Issuer and cancelled; and
 - (E) such other details as may be required under the Terms and Conditions or the Trust Deed or as are reasonably requested by the Issuer.
- (ii) Subject to the Terms and Conditions, this supplemental agreement and CDS regulations, the Registrar must upon receipt of any valid application for any transfer of Canadian Covered Bonds made in accordance with the Terms and Conditions and CDS regulations record the transfer in the Register. All transfers must be made subject to, and the Canadian Agent must comply with, such regulations as the Issuer may from time to time with the approval of the Registrar make concerning the carrying out of transfers of Canadian Covered Bonds and the forms and evidence to be provided in connection with any transfer of Canadian Covered Bonds.
 - (iii) The Canadian Agent must at all reasonable times during office hours make the Register available to the Issuer, the Bond Trustee, the other Agents, the holders of any Canadian Covered Bond or any person authorised by any of them for inspection, copying or taking extracts.
- (e) General duties
 - (i) The Canadian Agent must perform the duties required of it by the Terms and Conditions, the Trust Deed, those specific duties of the Agency Agreement as incorporated herein and this supplemental agreement and do such other things as may be necessary to give effect to the duties required of it in Terms and Conditions, the Trust Deed, those specific duties of the Agency Agreement as incorporated herein and this supplemental agreement.
 - (ii) For certainty, the Canadian Agent shall have all the rights and protections of any Agents as set out in the Agency Agreement, including as set out in in Articles 21, 22 and 23.
 - (iii) The Canadian Agent must (except as ordered by a court of competent jurisdiction or as required by law or otherwise instructed by the Issuer, with the approval of the Bond Trustee) treat the registered holder of any Canadian Covered Bond as the absolute owner of the Canadian Covered Bond for all purposes (whether or not overdue and notwithstanding any notice of ownership or writing on the relevant Canadian Covered Bond or

any notice of previous loss or theft or of trust or other interest in the relevant Canadian Covered Bond).

- (iv) The Canadian Agent shall make available to holders of any Canadian Covered Bond for issue or inspection at all reasonable times during office hours sufficient copies of all documents required by the Terms and Conditions or as stated in any offering or information memorandum, prospectus or Pricing Supplement to be available from the Canadian Agent and, as required, forms of proxy, together with instructions as to how to complete, deal with and record the issue of such forms provided the Canadian Agent receives all of the above documents from the Issuer.
- (v) If requested by the Issuer, the Canadian Agent must at the expense of the Issuer arrange for publication of all notices (in a form approved by the Trustee and the Issuer) required or desired by the Issuer to be given to holders of the Canadian Covered Bonds in accordance with the Terms and Conditions.

4. Sub-Agents

The Canadian Agent shall remain responsible pursuant to the provisions hereof for any sub-agents, sub-custodians and/or depositories which are Affiliates of the Canadian Agent appointed by the Canadian Agent in respect of its rights, duties and/or obligations hereunder. The Canadian Agent may only upon receipt of the prior written consent of the Issuer and Guarantor appoint sub-agents, sub-custodians and/or depositories which are not Affiliates of the Canadian Agent in respect of the Canadian Agent's rights, duties and/or obligations hereunder.

The Issuer and the Guarantor consent to the following appointments of sub-agents and depositories by the Canadian Agent, and acknowledge and agree that the Canadian Agent shall have no liability for the use of such sub-agents and depositories in accordance with Section 21.5 of the Agency Agreement: (i) the use of certain bank accounts required in connection with the Canadian Agent's duties herein held with the Toronto branch of Bank of Montreal and BMO Nesbitt Burns, and (ii) CDS.

5. Issuer's Obligations

- (a) The Issuer (and following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor) must:
 - (i) provide, in a timely manner, all information, data and documentation in its possession required by the Canadian Agent to properly carry out the duties described in this supplemental agreement, including information on all events which concern or relate to the Canadian Agent's obligations under this supplemental agreement;
 - (ii) ensure that all information, data and documentation provided by it to the Canadian Agent is accurate and complete; and

- (iii) promptly provide any other information and assistance reasonably requested by the Canadian Agent in connection with this supplemental agreement.
- (b) To the extent permitted by law, the Canadian Agent excludes liability for any loss or damage suffered by the Issuer (and following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor) or a holder of Canadian Covered Bonds as a direct or indirect result of any failure by the Issuer (or, as applicable, the Guarantor) to comply with clause 5(a), or as a result of the Canadian Agent acting in accordance with an instruction or request of the Issuer (or, as applicable, the Guarantor) in circumstances where the Canadian Agent is properly performing the duties in accordance with this supplemental agreement.

6. Service Fees

- (a) In consideration for the performance of the duties in accordance with this supplemental agreement, the Issuer (failing which and, following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor) must pay the service fees described in the Fee Schedule to the Canadian Agent.
- (b) The Issuer and Guarantor acknowledge that the service fees set out in the Fee Schedule apply to the duties to be performed by the Canadian Agent in respect of the Canadian Covered Bonds to be issued by the Issuer on or about the date of this supplemental agreement, and that the duties to be performed by the Canadian Agent in respect of any subsequent issue of Canadian Covered Bonds by the Issuer will be performed at the Canadian Agent's applicable service fees at that time, provided that the Canadian Agent must give the Issuer prior notice of any proposed adjustment to the service fees under this clause.
- (c) Unless otherwise agreed between the parties, the Canadian Agent will invoice the Issuer (failing which and, following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor) on an annual basis in advance, except that, at any time during a particular year, if the Canadian Agent incurs disbursements, it may invoice the Issuer (or, as applicable, the Guarantor) in respect of those disbursements. All invoices must be settled in full within 30 days after the date of the invoice.

7. Harmonized Services Tax and Other Taxes

- (a) Unless otherwise specified, any reference to an amount payable or consideration to be provided for a supply to be made by the Canadian Agent under or in connection with this supplemental agreement is a reference to that amount or consideration having been determined without provision for HST payable by the Canadian Agent in respect of that supply ("**HST Exclusive Amount**").
- (b) If any supply made by a party to this supplemental agreement under or in connection with this supplemental agreement is a taxable supply, the HST Exclusive Amount for that supply must be increased by an amount equal to any

HST which a party is or becomes liable to pay in respect of the supply so that that party retains, after deducting the HST, the HST Exclusive Amount.

- (c) Without limiting the operation of clause 7(b), the Issuer (failing which and, following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor) must pay and indemnifies the Canadian Agent against any tax (other than income tax), duty or charge payable arising out of the provision of the duties relating to this supplemental agreement or otherwise relating to this supplemental agreement or any transaction contemplated by this supplemental agreement.
- (d) The Canadian Agent must provide to the Issuer (or, as applicable, the Guarantor) a tax invoice for each taxable supply it makes under or in connection with this supplemental agreement.

8. Exclusions and Limitations

- (a) This clause 8 does not exclude, restrict or modify the application of any statutory provision where to do so would contravene that statute or cause any part of this clause to be void.
- (b) Except as set out in this supplemental agreement, the Canadian Agent makes no express warranties in respect of the provision of the duties set out in this supplemental agreement.
- (c) The Canadian Agent excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause 8 to be void.

9. Acknowledgment

The Issuer and the Guarantor acknowledge that the Issuer (and if the Issuer fails to do so, the Guarantor) will be responsible for any liabilities, losses, expenses, damages and costs (“**Liabilities**”) which the Issuer or the Canadian Agent, its respective directors, officers, employees and agents, may incur in connection with any demand, claim, action or proceeding (“**Claim**”) made or brought by a third party against either or both of them with respect to acts of the Canadian Agent, in such capacity, or related to a register of securities of the Issuer, including where that Claim relates to any transfer or purported transfer of securities or marketable securities which have been registered in an appropriate register of the Issuer following a fraudulent or unauthorised written request to register such a transfer, but excluding any Claim which relates to bad faith, negligence, wilful misconduct, fraud or a material breach of the terms of this supplemental agreement on the part of the Canadian Agent.

10. Term

This supplemental agreement will become effective on the date of this supplemental agreement and will continue until it is terminated by either party giving the other party at least three months prior notice.

11. After Termination

On termination or expiry of this supplemental agreement, the Canadian Agent must, at the Issuer's cost (failing which and, following an Issuer Event of Default and service of a Notice to Pay on the Guarantor, the Guarantor's cost), provide to the Issuer (or, as applicable, the Guarantor):

- (a) such data, information and material relating to the duties performed by the Canadian Agent under this supplemental agreement that the Issuer (or, as applicable, the Guarantor) may reasonably request; and
- (b) such other assistance reasonably necessary to enable the Issuer (or, as applicable, the Guarantor) or its agent or contractor to take over the functions performed by the Canadian Agent under this supplemental agreement.

12. Intellectual Property Rights

- (a) Subject to clause 12(b), the Canadian Agent or its Affiliates (as applicable) will retain ownership of all intellectual property rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs and documentation devised, designed or prepared by or on behalf of Canadian Agent for the purpose of or in connection with its provision of the duties under this supplemental agreement.
- (b) The Issuer (or, as applicable, the Guarantor) will retain copyright in all data, documentation and other materials provided by it to the Canadian Agent or its Affiliates in connection with this supplemental agreement, and grants the Canadian Agent and its agents a non-exclusive licence to use that material in the provision of the duties under this supplemental agreement.

13. General Provisions

- (a) None of the parties to this supplemental agreement shall be liable in respect of the acts or omissions of any of the other parties to this supplemental agreement.
- (b) Notwithstanding anything to the contrary under the Agency Agreement or this supplemental agreement, the Canadian Agent is not required to risk or expend its own funds (including, without limitation, for legal fees, disbursements and any publication, advertising, communication, courier, postage and other out of pocket expenses) incurred in connection with its services or obligations hereunder.
- (c) Each of the parties hereto represents and warrants that:
 - (i) it has the power to enter into and has duly authorized the execution and delivery of this supplemental agreement; and
 - (ii) its obligations hereunder constitute its legal, valid and binding obligations.
- (d) Notwithstanding anything to the contrary in the Agency Agreement, the parties hereto waive any right to trial by jury in any proceeding arising out of or relating

to this supplemental agreement, whether now or existing or hereafter arising, and whether arising in contract, tort or otherwise. The parties agree that any of them may file a copy of this sub-clause with any court as written evidence of the knowing, voluntary and bargained for agreement between the parties irrevocably to waive trial by jury, and that any proceeding whatsoever between them relating to this supplemental agreement shall be tried in a court of competent jurisdiction by a judge sitting without a jury.

- (e) Except for the payment obligations of the Issuer pursuant to this supplemental agreement, no party shall be liable to the other, or held in breach of this supplemental agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this supplemental agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this sub-paragraph.
- (f) The Canadian Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Canadian Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline.
- (g) The Issuer warrants that the issue of the Canadian Covered Bonds will be made in accordance with Canadian law, but if it is subsequently found at any time that an issue of the Canadian Covered Bonds was irregular, defective or in breach of the law, the Issuer will take all such steps as are in its power to remedy such irregularity, defect or breach. The Issuer further warrants it has the corporate authority (and any other relevant approvals and consents) to issue the Canadian Covered Bonds and each, Canadian Covered Bond when issued, constitutes a valid, binding and enforceable obligation of the Issuer.
- (h) The Canadian Agent and the Issuer (or, as applicable, the Guarantor and each of their respective successors) undertake that they, and any of their sub-contractors involved in the provision of the duties pursuant to this supplemental agreement, will observe any applicable privacy laws that applies to any of the parties to this supplemental agreement) in respect of all information about a person that is 'personal information' as defined in the applicable privacy laws which is collected or held by any of the parties in connection with this supplemental agreement.
- (i) For the avoidance of doubt, the parties hereto hereby agree that the Canadian Agent shall not be responsible or liable for any action that may be required to be taken under applicable law for the preparation or effectiveness of any financing statements or similar filings, or for the effectiveness of the validity, priority or perfection of any related liens or security interests to be maintained pursuant to the terms hereof or the Agency Agreement.

- (j) The Canadian Agent confirms that it is acting through its specified office set out below and agrees that all notices and communications to the Canadian Agent shall be delivered in the manner set out in Article 31 of the Agency Agreement to:

BNY Trust Company of Canada
1 York Street, 6th Floor
Toronto, ON M5J 0B6
Facsimile: (416) 360-1711

Attention: Patricia Benjamin – Corporate Trust

- (k) For the avoidance of doubt, this supplemental agreement relates only to the Canadian Covered Bonds.
- (l) This supplemental agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- (m) This supplemental agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada.
- (n) Notwithstanding anything to the contrary under the Agency Agreement or this supplemental agreement, the Canadian Agent will not be liable for any right or cause of action in favour of any person, other than the parties to the Agency Agreement and this supplemental agreement.
- (o) This supplemental agreement may not be amended or modified except in writing by each of the parties to this supplemental agreement. No waiver of this supplemental agreement will be effective unless it is in writing and signed by (or by some Person duly authorized by) each of the parties. No single exercise of, or failure or delay in exercising, any right under this supplemental agreement will constitute a waiver or preclude any other or further exercise of that or any other right.
- (p) Each proposed amendment, variation or waiver of rights under this supplemental agreement that is considered by the Guarantor to be a material amendment, variation or waiver, will be subject to satisfaction of the Rating Agency Condition. The Guarantor and/or the Issuer will deliver notice to the Rating Agencies from time to time of any amendment, variations or waivers with respect to which satisfaction of the Rating Agency Condition is not required, provided that failure to deliver such notice will not constitute a breach of the obligations of the Guarantor under this supplemental agreement. The Guarantor and/or the Issuer will deliver notice to CMHC from time to time of any amendment, variation or waiver with respect to which notice to CMHC is required by the CMHC Guide, provided that failure to deliver such notice will not constitute a breach of the obligations of the Guarantor under this supplemental agreement.
- (q) The Guarantor is a limited partnership formed under the *Limited Partnerships Act* (Ontario), a limited partner of which is, except as expressly required by law, only

liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed.

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IN WITNESS WHEREOF this supplemental agreement has been entered into the day and year first before written.

Bank of Montreal

By: "Stephen Lobo"
Name: "Stephen Lobo
Title: Treasurer

BMO Covered Bond Guarantor Limited Partnership
by its managing general partner **BMO Covered Bond GP, Inc.**

By: "Chris Hughes"
Name: Chris Hughes
Title: President

[Additional signature page follows]

BNY TRUST COMPANY OF CANADA

By: "Elizabeth Stern"

Name: Elizabeth Stern

Title: Authorized Signing Officer

cc:

The Bank of New York Mellon, London Branch

The Bank of New York Mellon

Computershare Trust Company of Canada