

Allen & Overy LLP

REGULATION S DEALERSHIP AGREEMENT

U.S.\$10 billion
GLOBAL COVERED BOND PROGRAM

BANK OF MONTREAL

as Issuer

unconditionally and irrevocably guaranteed as to payments of interest and principal by

BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP

Dated 25 April 2014

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THIS AGREEMENT is dated 25 April 2014

BETWEEN:

- (1) **BANK OF MONTREAL**, a chartered bank under the Bank Act (Canada), whose head office is at 129 rue Saint-Jacques, Montréal, Québec, Canada, H2Y 1L6 (acting in its capacity as **Issuer**);
- (2) **BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP**, a limited partnership established under the laws of the Province of Ontario, in its capacity as purchaser (the **Guarantor**);
- (3) **BANK OF MONTREAL, LONDON BRANCH.**, whose office is at 95 Queen Victoria Street, London EC4V 4HG and **BARCLAYS CAPITAL INC** whose office is at 745 Seventh Avenue, New York, New York 10019 (each an **Arranger** and together the **Arrangers**);
- (4) **BANK OF MONTREAL, LONDON BRANCH** (a **Dealer**);
- (5) **BMO CAPITAL MARKETS CORP** (a **Dealer**);
- (6) **BARCLAYS BANK PLC** (a **Dealer**);
- (7) **BARCLAYS CAPITAL INC.** (a **Dealer** and, together with Bank of Montreal, London Branch, BMO Capital Markets Corp. and Barclays Bank PLC, the **Dealers**).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The amended and restated master definitions and construction agreement made between, inter alios, the parties to this Agreement on 11 April 2014 (as the same may be amended, varied and/or supplemented from time to time, the Master Definitions and Construction Agreement) is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Agreement (as so amended, varied and/or supplemented) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement and this Agreement shall be construed in accordance with the interpretation provisions set out in Clause 2 of the Master Definitions and Construction Agreement.
- 1.2 In addition, the following capitalised terms used in this Agreement have the following definitions:

CMHC Registration has the meaning given to it in **Clause 4.1(s)**;

CMHC Registration Requirements means the CMHC Guide and Part I.1 of the NHA;

NHA means the *National Housing Act (Canada)*, as amended; and

Registry means the registry established by CMHC pursuant to section 21.51 of Part I.1 of the NHA.
- 1.3 Any Regulation S Covered Bonds issued under the Program on or after the date hereof shall have the benefit of this Agreement other than any such Regulation S Covered Bonds issued so as to be consolidated and form a single Series with any Regulation S Covered Bonds issued prior to the date hereof. Save as disclosed above, this does not affect any Regulation S Covered Bonds issued under the Program prior to the date of this Agreement.
- 1.4 Certain of the parties may enter into a separate agreement to record the arrangements between them in relation to the issue by the Issuer and the subscription by certain dealers from time to time of

covered bonds issued under the Program and sold to "qualified institutional buyers" pursuant to Rule 144A under the Securities Act (the **Rule 144A Program Agreement**) with such changes as are reasonably necessary to reflect current U.S. law and market practice. For the avoidance of doubt, any reference in this Agreement to Covered Bonds shall, save where expressly stated to the contrary, be to the Regulation S Covered Bonds only.

2. AGREEMENTS TO ISSUE AND PURCHASE COVERED BONDS

2.1 Subject to the terms and conditions of this Agreement, the Issuer may from time to time agree with any Dealer to issue, and any Dealer may agree to purchase, Covered Bonds.

2.2 Unless otherwise agreed between the parties, on each occasion on which the Issuer and any Dealer agree on the terms of the issue by the Issuer and purchase by the Dealer of one or more Covered Bonds:

- (a) the Issuer shall cause the Covered Bonds, which, in the case of Bearer Covered Bonds, shall be initially represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond, and, in the case of Registered Covered Bonds issued pursuant to Regulation S under the Securities Act, shall be initially represented by a Regulation S Global Covered Bond, as indicated in the applicable Final Terms Document or Pricing Supplement (as the case may be), to be issued and delivered on the agreed Issue Date:
 - (i) in the case of a Temporary Global Covered Bond or a Permanent Global Covered Bond, (a) if the Covered Bonds are CGCBs, to the Common Depositary for Euroclear and Clearstream, Luxembourg or (b) if the Covered Bonds are NGCBs, to the Common Safekeeper, in each case for Euroclear and Clearstream, Luxembourg on the agreed Issue Date; and
 - (ii) in the case of a Regulation S Global Covered Bond to the Common Depositary for Euroclear and Clearstream, Luxembourg;
- (b) the securities account(s) of the relevant Dealer (in the case of Covered Bonds issued on a syndicated basis) or the Issuing and Paying Agent (in the case of Covered Bonds issued on a non-syndicated basis) with Euroclear and/or Clearstream, Luxembourg (as specified by the relevant Dealer) will be credited with the Covered Bonds on the agreed Issue Date; and
- (c) the relevant Dealer or, as the case may be, the Lead Manager shall, subject to the Covered Bonds being so credited, cause the net purchase moneys for the Covered Bonds to be paid in the relevant currency by transfer of funds to the designated account of:
 - (i) in the case of Bearer Covered Bonds, the Issuing and Paying Agent or (in the case of syndicated issues) the designated account of the Issuer; or
 - (ii) in the case of Registered Covered Bonds, the Closing Bank,

so that the payment is credited to that account for value on the relevant Issue Date.

2.3 Unless otherwise agreed between the Issuer and the relevant Dealer, where more than one Dealer has agreed with the Issuer to purchase a particular Tranche of Covered Bonds under this Clause, the obligations of those Dealers to purchase such Covered Bonds shall be joint and several.

2.4 Where the Issuer agrees with two or more Dealers to issue, and those Dealers agree to purchase, Covered Bonds on a syndicated basis, the Issuer and the Guarantor shall enter into a Subscription Agreement with those Dealers. The Issuer and the Guarantor may also enter into a Subscription

Agreement with one Dealer only. For the avoidance of doubt, the **Agreement Date** in respect of any such issue shall be the date on which the Subscription Agreement is signed by or on behalf of all the parties to it.

- 2.5 Each of the parties hereto acknowledges that any issue of Covered Bonds denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply may only be issued in circumstances which comply with those laws, guidelines, regulations, restrictions or reporting requirements from time to time. Each of the parties hereto further acknowledges that the minimum denomination of Covered Bonds issued under the Program shall be €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, the equivalent amount in such currency) or such higher amount as may be agreed between the Issuer and the relevant Dealers, or as is required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
- 2.6 Each Dealer acknowledges that the Issuer may sell Covered Bonds to any institution which has not become a Dealer pursuant to **clause 12**. The Issuer and the Guarantor undertake to each of the Dealers that it will, in relation to any such sales, comply with the restrictions and agreements set out in **Appendix 2** as if it were a Dealer.

3. CONDITIONS OF ISSUE

3.1 First issue

On or before the First Issue Date, each Dealer has received, and found satisfactory (in its reasonable opinion), all of the documents and confirmations described in **Part 1** of the Initial Documentation List. If any Dealer (other than any Dealer participating in the first issue of Covered Bonds under this Agreement) considers any document or confirmation described in **Part 1** of the Initial Documentation List to be unsatisfactory in its reasonable opinion, it must notify the Arrangers and the Issuer within five Canadian Business Days of receipt of such documents and confirmations and, in the absence of notification, each Dealer shall be deemed to consider the documents and confirmations to be satisfactory.

3.2 Each issue

The obligations of a Dealer under any agreement for the issue and purchase of Covered Bonds made under **Clause 2** are conditional on:

- (a) there being, as at the proposed Issue Date no event making any of the representations and warranties in **Clause 4** untrue or incorrect to an extent which is material in the context of the issue and offering of the Covered Bonds (save as expressly disclosed in writing by the Issuer or the Guarantor, as the case may be, to, and acknowledged in writing by, the relevant Dealer) and there having been delivered to the relevant Dealer(s) a certificate to that effect signed by a duly authorised officer of, as applicable, the Issuer and the Guarantor, dated the Issue Date;
- (b) there being no outstanding breach of any of the obligations of either the Issuer or the Guarantor under any of the Transaction Documents or any Covered Bonds which is material in the context of the issue of the Covered Bonds which are the subject of such agreement and which has not been waived by the relevant Dealer on or prior to the proposed Issue Date;
- (c) in the case of Covered Bonds which are intended to be listed or admitted to trading, the relevant authority or authorities having agreed to list the Covered Bonds or admit the Covered Bonds to trading, as the case may be, subject only to the issue of the relevant Covered Bonds;

- (d) there being in full force and effect all governmental or regulatory resolutions, approvals or consents required for the Issuer to issue the Covered Bonds and the Guarantor to guarantee the Covered Bonds on the proposed Issue Date and for the Issuer and Guarantor to fulfil their obligations under the Covered Bonds and the Covered Bond Guarantee, respectively;
- (e) there having been, between the Agreement Date and the Issue Date for the Covered Bonds, in the professional opinion of the relevant Dealer (after consultation with the Issuer and the Guarantor, if practicable), no such change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in its view be likely to prejudice materially the offering or sale of the Covered Bonds proposed to be issued;
- (f) the forms of the Final Terms Document or Pricing Supplement (as the case may be), the applicable Global Covered Bonds, Definitive Covered Bonds and Receipts, Coupons or Talons (each as applicable) in relation to the relevant Tranche and the relevant settlement procedures having been agreed by the Issuer, the relevant Dealer, the Bond Trustee and the Issuing and Paying Agent and, if applicable, the Registrar;
- (g) the relevant currency being accepted for settlement by Euroclear and Clearstream, Luxembourg;
- (h) as applicable, the delivery to the Common Depository of the Regulation S Global Covered Bond representing the relevant Registered Covered Bonds and/or the delivery to the Common Depository or, as the case may be, the Common Safekeeper of the Temporary Global Covered Bond and/or the Permanent Global Covered Bond representing the relevant Bearer Covered Bonds, in each case as provided in the Agency Agreement;
- (i) in the case of Covered Bonds that are NGCBs, the Issuing and Paying Agent making the actual instruction to the Common Safekeeper to effectuate each relevant NGCB under the Program, and there having been no variation to the Common Safekeeper under Clause 2.8 of the Agency Agreement;
- (j) any calculations or determinations which are required by the relevant Terms and Conditions to have been made prior to the Issue Date having been duly made;
- (k) any New Secured Creditor on the proposed Issue Date acceding to the Security Agreement, by delivering a duly executed Accession Undertaking (in the form or substantially in the form set out in **Schedule 2** (Accession Undertaking) of the Security Agreement);
- (l) the Guarantor, the Bond Trustee and the relevant Covered Bond Swap Providers on the proposed Issue Date entering into Covered Bond Swap Agreement, in relation to the relevant Covered Bonds;
- (m) the CMHC Registration shall be effective; no deregistration of the CMHC Registration has occurred or is pending, and no proceeding for that purpose has been initiated or requested by the Issuer, CMHC or any other person or entity, or, to the knowledge of the Issuer, threatened by CMHC; the Prospectus and other notifications, reports or other documents shall have been timely filed with CMHC under the CMHC Guide or the NHA; and all requests made by CMHC, if any, for additional information shall have been complied with to the reasonable satisfaction of the Dealers;

- (n) no meeting of the holders of Covered Bonds (or any of them) having been duly convened but not yet held or, if held but adjourned, the adjourned meeting having not been held and neither the Issuer nor the Guarantor being aware of any circumstances which are likely to lead to the convening of such a meeting;
- (o) in the case of Covered Bonds (other than Exempt Covered Bonds):
 - (i) the denomination of the Covered Bonds being at least €100,000 (or its equivalent in any other currency) or more;
 - (ii) either (A) there being no significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of the Covered Bonds or (B) if there is such a significant new factor, material mistake or inaccuracy, a supplement to the Prospectus having been published in accordance with the Prospectus Directive pursuant to **Clause 5.2**;
 - (iii) the Prospectus having been approved as a base prospectus by the Financial Conduct Authority and having been published in accordance with the Prospectus Directive; and
 - (iv) the applicable Final Terms Document having been published in accordance with the Prospectus Directive; and
- (p) in the case of Covered Bonds which are intended to be listed on a European Economic Area Stock Exchange other than the London Stock Exchange, or offered to the public in a European Economic Area Member State (other than the United Kingdom) in circumstances which require the publication of a prospectus under the Prospectus Directive, the competent authority of each relevant European Economic Area Member State having been notified in accordance with the procedures set out in Articles 17 and 18 of the Prospectus Directive and all requirements under those Articles having been satisfied.

In the event that any of the above conditions is not satisfied, the relevant Dealer shall be entitled (but not bound), after consultation with the Issuer and the Guarantor, by notice to the Issuer to be released and discharged from its obligations under the agreement reached under **Clause 2**.

3.3 Waiver

Any Dealer, on behalf of itself only, may by notice in writing to the Issuer and the Guarantor waive any of the conditions precedent contained in **Clause 3.2** in so far as they relate to an issue of Covered Bonds to that Dealer.

3.4 Determination of amounts outstanding

For the purposes of **Clause 4.1(x)**:

- (a) the U.S. dollar equivalent of Covered Bonds denominated in a currency other than U.S. dollars (as specified in the relevant Final Terms Document or Pricing Supplement (as the case may be)) shall be determined, at the discretion of the Issuer, either as of the Agreement Date for those Covered Bonds or on the preceding day to such Agreement Date on which commercial banks and foreign exchange markets are open for general business in London, in each case on the basis of the spot rate for the sale of the U.S. dollar against the purchase of that Specified Currency in the London foreign exchange market quoted by any leading international bank selected by the Issuer on the relevant day of calculation;

- (b) the U.S. dollar equivalent of Instalment Covered Bonds and Partly Paid Covered Bonds shall be calculated in the manner specified above by reference to the original nominal amount on issue of those Covered Bonds; and
- (c) the U.S. dollar equivalent of Zero Coupon Covered Bonds or other Covered Bonds issued at a discount or a premium shall be calculated in the manner set out above by reference to the net proceeds received by the Issuer for the relevant issue.

3.5 Updating of legal opinions

Before the first issue of Covered Bonds occurring after each anniversary of the date of this Agreement and on:

- (a) the Issue Date of Covered Bonds pursuant to a Subscription Agreement;
- (b) where Covered Bonds are not issued pursuant to a Subscription Agreement, such occasions where the relevant Dealer reasonably considers it necessary in view of a change or proposed change in applicable law affecting the Issuer or the Covered Bonds,

the Issuer will procure that a further legal opinion is delivered to the Dealers and to the Bond Trustee in such form and content as the relevant Dealer and the Bond Trustee may reasonably require from each of the legal advisers specified in Appendix 1.

4. REPRESENTATIONS AND WARRANTIES

4.1 As at the date of this Agreement, as at the Agreement Date and relevant Issue Date for the issue of Covered Bonds in relation to that issue (such agreement to issue and purchase Covered Bonds pursuant to **Clause 2** above being deemed to have been made on the basis of, and in reliance on, the following provisions of this **Clause 4.1**) and as of any time that the Prospectus is amended, supplemented and/or replaced (each of the times mentioned being a Representation Date) the Issuer as to itself represents and warrants to and for the benefit of each Arranger and each Dealer as follows:

- (a) (i) the Marketing Materials, as defined in the applicable Subscription Agreement, contain information that is true and accurate and not misleading in all material respects and there are no facts the omission of which when read together with the Prospectus would, in the context of the Program or issuance of the Covered Bonds, make the Marketing Materials misleading in any material respect, (ii) the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any) contain all material information with respect to the Issuer and the Program that is material in the context of the issue and offering of the Covered Bonds (including all information which, according to the particular nature of the Issuer, the issue, the Covered Bonds and the Portfolio, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the rights attaching to the Covered Bonds), the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any) is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading and all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements;
- (b) that the Issuer is a Canadian chartered bank duly established and validly existing under the *Bank Act* (Canada) and the Issuer has full power and authority to conduct its business as described in the Prospectus, to issue the Covered Bonds and to execute and perform its

obligations under the Transaction Documents to which it is a party and is lawfully qualified in all material respects to do business in those jurisdictions in which business is conducted by it;

- (c) that the creation of the Covered Bonds, their authentication, issue and offer on and subject to the terms and conditions of this Agreement, and the execution of the Transaction Documents to which it is a party and the performance and compliance with the terms thereof:
 - (i) will not infringe any (A) existing English law or regulation or any law or regulation of the Province of Ontario or any federal law of Canada applicable therein (including in respect of the CMHC Registration Requirements) or (B) the laws or regulations of any other jurisdiction applicable to the Issuer, in each case that would cause a material adverse effect on the Issuer or an offering contemplated hereunder or (C) any consent, approval or authorisation referred to in (g) below and are not contrary to the provisions of the by-laws of the Issuer; and
 - (ii) will not infringe the terms of, or constitute a default under, a mortgage, lien, pledge, charge or other similar encumbrance under, any trust deed, agreement or other instrument or obligation to which the Issuer is a party or by which it is bound or to which its assets are subject, which infringement or default is materially adverse to the general operations of the Issuer,

and that the execution or, in the case of Covered Bonds, signature in facsimile and the delivery or, as the case may be, issue by the Issuer of the Transaction Documents to which it is a party and the Covered Bonds and the performance of the obligations thereunder have been duly authorised by the Issuer so that upon (in the case of the Transaction Documents to which it is a party) due execution and delivery by all parties thereto or (in the case of the Covered Bonds) signature in facsimile (and authentication in accordance with the Trust Deed) and issue, the same will constitute valid and legally binding obligations of the Issuer enforceable in accordance with their respective terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally, subject to all relevant reservations contained in Schedule 3 of the Allen & Overy LLP legal opinion dated 25 April 2014 and in paragraph E of the Canadian law opinion of Osler, Hoskin & Harcourt LLP (or the equivalent reservations in similar subsequent opinions, together, the **Reservations**);

- (d) that each of the representations and warranties of the Issuer (made in its capacity as such) in the Transaction Documents to which each is a party is true and correct in all material respects as of the date it is expressed to be made;
- (e) that no Issuer Event of Default or event which with the giving of notice or lapse of time or other condition would constitute an Issuer Event of Default is subsisting in relation to any outstanding Covered Bond and no event has occurred which would constitute (after an issue of Covered Bonds) an Issuer Event of Default thereunder or which with the giving of notice or lapse of time or other condition would (after an issue of Covered Bonds) constitute such an Issuer Event of Default;
- (f) save as stated in the Prospectus, that the Issuer and its subsidiaries are not involved in, nor are there so far as the Issuer is aware pending or threatened, legal or arbitration proceedings against the Issuer and its subsidiaries that are material in the context of the issue of Covered Bonds or which might have or have had a material adverse effect on the consolidated financial condition or profitability of the Issuer;
- (g) that (i) all consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of England, Ontario and Canada for or in connection

with the issue of the Covered Bonds (including in respect of the CMHC Registration), the execution of the Covered Bonds and the Transaction Documents to which the Issuer is a party have been obtained and are in force, (ii) all consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of any other jurisdiction for or in connection with the issue of the Covered Bonds, the execution of the Covered Bonds and the Transaction Documents to which the Issuer is a party have been obtained and are in force, failure of which to obtain would cause a material adverse effect on the Issuer or an offering contemplated hereunder and (iii) no other action or thing (including, without limitation, the payment of any stamp or other similar tax or duty) is required to be taken, fulfilled or done by the Issuer or the Guarantor for or in connection with (A) the execution, issue and offering of Covered Bonds under the Program and compliance by the Issuer with the terms of any Covered Bonds issued under the Program or (B) the execution and delivery of, and compliance with the terms of, the Agreements to which it is a party;

- (h) the audited consolidated financial statements contained in the most recently published annual report of the Issuer and any interim financial statements (audited or unaudited) published subsequently thereto and incorporated by reference in the Prospectus or any supplement to the Prospectus were in each case prepared in accordance with the requirements of law and with IFRS consistently applied and that they give a true and fair view of (i) the consolidated financial condition of the Issuer as at the date to which they were prepared (the **relevant date**) and (ii) the consolidated results of operations of the Issuer for the financial period ended on the relevant date and that there has been no material adverse change or any development involving a prospective material adverse change in the consolidated condition (financial or otherwise) of the Issuer since the date of the last audited accounts except as disclosed in the Prospectus;
- (i) that, in the case of Bearer Covered Bonds and Regulation S Covered Bonds, the Issuer, its affiliates and any person acting on its behalf (other than any Dealer) have complied with the offering restrictions requirements of Regulation S under the Securities Act;
- (j) that neither the Issuer nor any of its affiliates nor any person (other than any Dealer) acting on its or their behalf (other than any Dealer) has engaged in any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States with respect to any Bearer Covered Bonds or any Regulation S Covered Bonds;
- (k) that the Issuer is not, nor will it be as a result of the sale of any of the Covered Bonds, an "investment company", or a company "controlled" by an "investment company" registered or required to be registered under the Investment Company Act (as such terms are used in the Investment Company Act) of 1940, as amended (the Investment Company Act); and that the Issuer is not relying on the exemption from the definition of "investment company" in Section 3(c)(1) or 3(c)(7) of the Investment Company Act;
- (l) that, in relation to each Tranche of Covered Bonds for which a Dealer is named as a Stabilising Manager in the applicable Final Terms Document or Pricing Supplement (as the case may be), it has not issued, without the prior consent of that Dealer (such consent not to be unreasonably withheld), any press or other public announcement referring to the proposed issue of Covered Bonds unless the announcement adequately discloses that stabilising action may take place in relation to such Covered Bonds;
- (m) that Issuer is a "foreign issuer" as defined in Regulation S under the Securities Act;
- (n) the Prospectus complies with the Prospectus Rules and has been published in accordance with Article 14 of the Prospectus Directive as described in the Prospectus;

- (o) that the Issuer is able to pay its debts as and when due and will not become unable to do so in consequence of the execution by it of the Transaction Documents to which it is a party and the performance by it of the transactions envisaged by the Transaction Documents;
- (p) each of the Prospectus, Transaction Documents, Final Terms Document or Pricing Supplement (as the case may be) (if any) comply in form, substance and content to the applicable rules and regulations of the CMHC and Part I.1 of the NHA and, in particular, contain all the information required under the CMHC Guide;
- (q) the Issuer has provided the CMHC and such other relevant authorities with all relevant documents and information required by the CMHC Registration Requirements or by such authorities in connection therewith;
- (r) the Issuer was registered on 11 April 2014, and is registered, as a registered issuer in the Registry and the Program was registered on 11 April 2014, in the Registry (collectively, the **CMHC Registration**). No deregistration of the CMHC Registration or any post-effective amendment thereto has occurred or is pending, and no proceeding for that purpose or related to the offering of the Covered Bonds has been initiated or requested by either the issuer or CMHC or, to the knowledge of the Issuer, threatened by the CMHC;
- (s) the Issuer is in material compliance with all of its CMHC Registration Requirements and its right to issue Covered Bonds under the Program has not been suspended by the CMHC;
- (t) the statements contained in the Prospectus under the caption "Certain Tax Legislation Affecting the Covered Bonds – Canadian Taxation" constitute an accurate summary of the principal Canadian federal income tax considerations generally applicable under the tax laws referred to therein and subject to the qualifications and assumptions referred to therein;
- (u) the operation of the Bank, the Guarantor and their Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping requirements, including, to the extent applicable, those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA Patriot Act), and the applicable anti-money laundering statutes of jurisdictions where the Bank, the Guarantor and their subsidiaries conduct business, the rules and regulations thereunder and any applicable related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the **Anti-Money Laundering Laws**), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Bank, the Guarantor or any of their Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the executive officers of the Bank or the Guarantor, threatened;
- (v) (i) that neither the Bank, the Guarantor nor any of its subsidiaries (collectively, the **Entity**) or, to the knowledge of the Entity, any director, officer, employee, dealer, affiliate or representative of the Entity, is an individual or entity (**Person**) that is, or is owned or controlled by a Person that is (A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the Canadian Government, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, **Sanctions**), nor (B) located, organised or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria);
- (w) that it will not, directly or indirectly, use the proceedings of an offering of Covered Bonds under the Program, or lend, contribute or otherwise make available such proceeds to any

subsidiary, joint venture partner or other Person in any manner that, to the knowledge of the Entity, will result in a violation of applicable Sanctions in the jurisdiction in which such activity is carried out by such Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise);

- (x) subject to Clause 14, the aggregate nominal amount of the Covered Bonds to be issued, when added to the aggregate nominal amount of all Covered Bonds outstanding on the proposed Issue Date (excluding for this purpose Covered Bonds due to be redeemed on the Issue Date) not exceeding U.S.\$10 billion or its equivalent in other currencies as determined pursuant to Clause 3.4; and
- (y) there having been, between the Agreement Date and the Issue Date, no downgrading in the rating of any of the Issuer's debt by S&P, Moody's, Fitch or DBRS (as applicable) and the Issuer has not received any notice of any intended downgrading in the rating accorded to the Issuer's unsecured, unsubordinated, long term debt by S&P, Moody's, Fitch or DBRS (as applicable).

4.2 As at each Representation Date, the Guarantor represents and warrants to and for the benefit of each Arranger and each Dealer as follows:

- (a) that to the best of the knowledge and belief of the Guarantor (which has taken all reasonable care to ensure that such is the case) the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any) contains all material information with respect to the Guarantor and the Program that is material in the context of the issue and offering of the Covered Bonds (including all information which, according to the particular nature of the Issuer, the issue, the Covered Bonds and the Portfolio is necessary to enable investors to make an informed assessment of the rights attaching to the Covered Bonds), the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any) is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading and all reasonable enquiries have been made by the Guarantor to ascertain such facts and to verify the accuracy of all such information and statements;
- (b) that the Guarantor is duly established and validly existing as a limited partnership under the laws of the Province of Ontario, has been established in accordance with the CMHC Registration Requirements, and the Guarantor has all power and authority to conduct its activities as described in the Prospectus and to execute and perform its obligations under the Transaction Documents to which it is a party;
- (c) that the execution of the Transaction Documents to which it is a party and the performance and compliance with the terms thereof:
 - (i) will not infringe any (A) existing English law or regulation or any law or regulation of the Province of Ontario nor any federal law of Canada applicable therein or (B) the laws or regulations of any other jurisdiction applicable to the Guarantor, in each case that would cause a material adverse effect on the Guarantor or an offering contemplated hereunder or (C) any consent, approval or authorisation referred to in (f) below and are not contrary to the provisions of its constitutional documents, and
 - (ii) will not infringe the terms of, or constitute a default under, a mortgage, lien, pledge, charge or other similar encumbrance under, any trust deed, agreement or other instrument or obligation to which the Guarantor is a party or by which it is bound or

to which its assets is subject which infringement or default is materially adverse to the general operations of the Guarantor,

and that the execution and the delivery by the Guarantor of the Transaction Documents to which it is a party and the performance of the obligations thereunder have been duly authorised by the Guarantor so that upon due execution and delivery by all parties thereto, the same will constitute valid and legally binding obligations of the Guarantor in accordance with their respective terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally and subject to the Reservations;

- (d) that no Guarantor Event of Default or event which with the giving of notice or lapse of time or other condition would constitute a Guarantor Event of Default is subsisting in relation to any outstanding Covered Bond and no event has occurred which would constitute (after an issue of Covered Bonds) a Guarantor Event of Default thereunder or which with the giving of notice or lapse of time or other condition would (after an issue of Covered Bonds) constitute such a Guarantor Event of Default;
- (e) that, save as stated in the Prospectus, the Guarantor is not involved in, nor are there so far as the Guarantor is aware pending or threatened, legal or arbitration proceedings against the Guarantor which is material in the context of the Issue of Covered Bonds or which might have or have had a material adverse effect on the consolidated financial condition or profitability of the Guarantor;
- (f) that (i) all consents, approvals, authorisations or other orders of all regulatory authorities required by the Guarantor under the laws of England and Canada for or in connection with the execution of the Transaction Documents to which it is a party have been obtained are in force and that the Guarantor has complied with all English and Canadian legal and other English or Canadian requirements and (ii) material consents, approvals, authorisations or other orders of all regulatory authorities required by the Guarantor under the laws of any other jurisdiction for or in connection with the issue of the Covered Bonds, the execution of the Covered Bonds and the Transaction Documents to which the Issuer is a party have been obtained and are in force, failure of which to obtain would cause a material adverse effect on the Issuer or an offering contemplated hereunder;
- (g) that, in the case of Bearer Covered Bonds and Regulation S Covered Bonds, the Guarantor, its affiliates and any person acting on its or their behalf (other than any Dealer) have complied with the offering restrictions requirement of Regulation S under the Securities Act;
- (h) that neither the Guarantor nor any of its affiliates nor any person acting on its or their behalf (other than any Dealer) has engaged in any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States with respect to any Bearer Covered Bonds or any Regulation S Covered Bonds;
- (i) that the Guarantor is not, nor will it be as a result of the issuance of the Covered Bond Guarantee, an "investment company", or a company "controlled" by an "investment company" registered or required to be registered under the Investment Company Act (as such terms are used in the Investment Company Act) and that the Guarantor either: (i) is not relying on the exemption from the definition of "investment company" in Section 3(c)(1) or 3(c)(7) of the Investment Company Act or (ii) is not a "covered fund" as defined in the Volcker Rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Volcker Rule) as a result of meeting the requirements for "Qualifying Covered Bonds" set forth in Section 10(b)(10) of the Volcker Rule;
- (j) that the Guarantor is a "foreign issuer" as defined in Regulation S under the Securities Act;

- (k) that the Guarantor has not engaged in any activities since it was established other than (i) those incidental to any registration as a limited partnership under the *Limited Partnerships Act (Ontario)* and compliance with the CMHC Registration Requirements, (ii) the authorisation and execution of the Transaction Documents to which it is a party; (iii) the activities referred to or contemplated in the Transaction Documents or in the Prospectus; (iv) the activities necessary to hold the Portfolio and its other assets in accordance with the terms of the Transaction Documents;
- (l) that other than as set out in any of the Transaction Documents there exists no mortgage, lien, pledge or other charge or security interest on or over its assets and, other than pursuant to the Transaction Documents, it has not entered into any indenture or trust deed;
- (m) subject to the Reservations as to the enforcement of security (and, for the avoidance of doubt, excluding from such Reservations the factual assumptions on which they are made (including the assumptions as to the solvency of the Guarantor)), and subject to the laws of bankruptcy and other laws affecting the rights of creditors generally, its obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party will be secured in the manner provided in the Security Agreement;
- (n) that the Guarantor has no subsidiaries within the meanings given to the term in the *Bank Act (Canada)* and no employees;
- (o) that following the completion of the sale of the Loans and their Related Security (or, as applicable, the New Loans and the Related Security) to the Guarantor pursuant to or and in accordance with the Mortgage Sale Agreement, the Guarantor will to the extent contemplated by the Transaction Documents hold the equitable title to, and beneficial interest in, the Loans and their Related Security comprised in the Portfolio;
- (p) the Guarantor is able to pay its debts as and when due and will not become unable to do so in consequence of the execution by it of the Transaction Documents to which it is a party and the performance by it of the transactions envisaged by the Transaction Documents;
- (q) the Guarantor is in material compliance with all of the CMHC Registration Requirements applicable to the Guarantor;
- (r) that each of the representations and warranties of the Guarantor (made in its capacity as such) in the Transaction Documents to which each is a party is true and correct in all material respects as of the date it is expressed to be made.

4.3 As at each Representation Date, the relevant Seller or Sellers (other than the Issuer), if more than one, represent and warrant each severally as to the Loans and Related Security sold by it, to and for the benefit of each Arranger and each Dealer as follows:

- (a) the information contained in the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any), relating to the Seller and the Loans originated by the Seller that is material in the context of the issue and offering of the Covered Bonds (including all information which, according to the particular nature of the issue and the Covered Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Seller and the rights attaching to the Covered Bonds), the Prospectus and the applicable Final Terms Document or Pricing Supplement (as the case may be) (if any) is accurate in all material respects and does not contain any untrue statements of a material fact or omit to

state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading and all reasonable enquiries have been made by the Seller to ascertain such facts and to verify the accuracy of all such information and statements;

- (b) that the Seller is duly established and is validly existing under the laws of the jurisdiction in which it is constituted and has all corporate power and authority to conduct its business as described in the Prospectus;
- (c) that (1) the sale of the Loans and Related Security and the related property rights and (2) the execution of the Transaction Documents to which it is a party and the performance and compliance with the terms thereof:
 - (i) will not infringe any existing law or regulation of its jurisdiction of incorporation or any consent, approval or authorisation referred to in (e) below and are not contrary to the provisions of its constitutional documents; and
 - (ii) will not infringe the terms of, or constitute a default under, a mortgage, lien, pledge, charge or other similar encumbrance under, any trust deed, agreement or other instrument or obligation to which it is a party or by which it is bound or to which its assets are subject, which infringement or default is materially adverse to the general operations of the Seller,

and that the execution and the delivery by it of the Transaction Documents to which it is a party and the performance of the obligations thereunder have been duly authorised by it so that upon due execution and delivery by all parties thereto, the same will constitute its valid and legally binding obligations in accordance with their respective terms subject to the Reservations and the laws of bankruptcy and other laws affecting the rights of the creditors generally;

- (d) save as stated in the Prospectus, that the relevant Seller is not involved in, nor are there so far as the relevant Seller is aware pending or threatened legal or arbitration proceedings against the relevant Seller which is material in the context of the Issue of Covered Bonds;
- (e) that all consents, approvals, authorisations or other orders of all regulatory authorities required by it under the laws of the Province of Ontario or the federal laws of Canada applicable therein for or in connection with the execution of the Transaction Documents to which it is a party have been obtained and are in force and that it has complied with all English and Canadian legal and other English and Canadian requirements;
- (f) that the representations and warranties given by the relevant Seller in the Mortgage Sale Agreement (other than those for which a remedy of repurchase or substitution is available) were, are and will be true and accurate when made or deemed to be repeated;
- (g) that, in the case of Bearer Covered Bonds and Regulation S Covered Bonds, the relevant Seller, its affiliates and any person acting on its or their behalf (other than any Dealer) have complied with the offering restrictions requirement of Regulation S under the Securities Act;
- (h) that neither the relevant Seller, nor any of its affiliates nor any person acting on its or their behalf (other than any Dealer) has engaged in any directed selling efforts (as defined in Regulation S under the Securities Act) with respect to any Bearer Covered Bonds or any Regulation S Covered Bonds; and

- (i) that the Seller is able to pay its debts as and when due and will not become unable to do so in consequence of the execution by it of the Transaction Documents to which it is a party and the performance by it of the transactions envisaged by the Transaction Documents to which it is a party.

4.4 Any certificate signed by any officer of the Guarantor or the Issuer or any of their respective subsidiaries and delivered to one or more Dealers or to counsel for the Dealers in connection with an offering of Covered Bonds to one or more Dealers shall be deemed a representation and warranty by the Guarantor or the Issuer to such Dealer or Dealers as to the matters covered thereby on the date of such certificate and, unless subsequently amended or supplemented, at each Representation Date subsequent thereto.

5. UNDERTAKINGS OF THE ISSUER AND THE GUARANTOR

5.1 Notification of material developments

- (a) The Issuer or the Guarantor shall promptly after becoming aware of the occurrence thereof, notify each Arranger of:
 - (i) (A) any Issuer Event of Default or Guarantor Event of Default or any condition, omission, act or event which would after an issue of Covered Bonds (or would with the giving of notice and/or the lapse of time) constitute an Issuer Event of Default or Guarantor Event of Default or (B) any breach of its representations, warranties or undertakings contained in this Agreement; and
 - (ii) any development affecting the Issuer or the Guarantor which is material in the context of the Program or any issue of Covered Bonds and which would render untrue or misleading any statement contained in the Prospectus.
- (b) If, following the Agreement Date and before the Issue Date of the relevant Covered Bonds, the Issuer or the Guarantor becomes aware that any of the conditions specified in **Clause 3.2** will not be satisfied in relation to that issue, the Issuer or the Guarantor, as the case may be, shall forthwith notify the relevant Dealer to this effect giving full details thereof. In such circumstances, the relevant Dealer shall be entitled (but not bound) by notice to the Issuer and the Guarantor to be released and discharged from its obligations under the agreement reached under **Clause 2**.
- (c) Without prejudice to the generality of **Clauses 5.1(a)** and **(b)** above, the Issuer and the Guarantor shall from time to time promptly furnish to each Dealer such information relating to the Issuer and the Guarantor, respectively, as such Dealer may reasonably request provided that the Issuer or the Guarantor, as the case may be, shall not be obliged to furnish any information in circumstances where it is prohibited from doing so by law and provided further that the Issuer or the Guarantor, as the case may be, shall be entitled to require each Dealer reasonably request such information to comply with any reasonable confidentiality requirements of the Issuer or the Guarantor.

5.2 Updating of Prospectus

- (a) Without prejudice to **Clause 5.3(b)**, the Issuer and the Guarantor shall update or amend the Prospectus (following consultation with the Arrangers who will act on behalf of the Dealers) by the publication of a supplement thereto or a new prospectus in a form approved by the competent authority under the FSMA in the event of any significant new factor, material mistake or inaccuracy relating to information included in the Prospectus which is capable of affecting the assessment of any Covered Bonds and, in any case, not later than the date of the first Issue of Covered Bonds occurring after each annual anniversary of the listing of the Program.

- (b) The Prospectus shall, as specified in it, be deemed to incorporate by reference certain published audited financial statements of the Issuer, which have previously been published and have been filed with the Financial Conduct Authority. Such documents shall form part of the Prospectus. The Prospectus shall also state that the Issuer and the Guarantor may, in one or more supplements to the Prospectus, incorporate by reference into the Prospectus information contained in documents published from time to time after the date of the Prospectus. Upon the incorporation by reference of any new or revised report and accounts or financial statements or other documents through a supplement, the Issuer and the Guarantor shall promptly without cost to the Arranger supply to each Arranger and the Issuing and Paying Agent such number of copies of such new or revised report and accounts or financial statements or other documents or the related supplement as each Arranger or the Issuing and Paying Agent (as the case may be) may reasonably request. Until an Arranger receives such new or revised report and accounts or financial statements or other documents or the related supplement, the definition of Prospectus shall, in relation to such Arranger, mean the Prospectus prior to the receipt by such Arranger of such new or revised report and accounts or financial statements or other documents or the related supplement.
- (c) If the terms of the Program are modified or amended in a manner which would make the Prospectus materially inaccurate or misleading, provided that the Issuer shall decide to continue to issue Covered Bonds under the Program, a new Prospectus or supplemental Prospectus will be prepared by the Issuer and the Guarantor in a form approved by the Arrangers.

5.3 Listing

The Issuer and the Guarantor:

- (a) confirm that it made or caused to be made, an application for the Program to be listed on the London Stock Exchange and admission to trading on the regulated market of the London Stock Exchange;
- (b) will make or cause to be made an application on behalf of and at the expense of the Issuer for the Program or any particular Tranche of Covered Bonds to be listed on such other Stock Exchange as the Issuer and the Arrangers, in the case of the Program, and the relevant Dealer, in the case of a particular Tranche of Covered Bonds, may agree and will use reasonable endeavours to obtain and maintain such listing, provided that if, at any time, the Issuer is of the opinion in its sole discretion that maintaining such listing is unduly burdensome, the Issuer may seek to terminate such listing provided it uses its reasonable endeavours to seek an alternative listing of the Covered Bonds on some other Stock Exchange (including, without limitation, a Stock Exchange outside the European Union) as may be agreed between the Issuer and the Arrangers; and
- (c) shall comply with Section 87G of the FSMA, and, in the event that a supplementary Prospectus is produced shall supply to each Arranger at the expense of the Issuer and the Guarantor such number of copies of the supplementary Prospectus as such Arranger may reasonably request.

If any Covered Bonds cease to be listed on the relevant Stock Exchange, the Issuer and the Guarantor shall use best endeavours as promptly as reasonably practicable to list the relevant Covered Bonds on a stock exchange to be agreed between the Issuer, the Guarantor and the relevant Dealer (after consultation, if practicable, with the Bond Trustee). The Issuer and the Guarantor shall comply with the rules of each relevant Stock Exchange (or any other relevant authority or authorities) and shall otherwise comply with any undertakings given by it from time to time to the relevant Stock Exchange (or any other relevant authority or authorities) in connection with the listing of any Covered Bonds on that Stock Exchange and, without prejudice to the generality of the foregoing, shall furnish or procure to be furnished to the relevant Stock Exchange (or any other

relevant authority or authorities) all the information which the relevant Stock Exchange (or any other relevant authority or authorities) may require in connection with the listing on that Stock Exchange of any Covered Bonds.

5.4 The Transaction Documents

Each of the Issuer and the Guarantor undertakes that it will not:

- (a) without prior consultation with the Arrangers on behalf of the Dealers, save to the extent expressly contemplated in the Transaction Documents, terminate any of the Transaction Documents to which it is a party or effect or permit to become effective any amendment to any such Transaction Documents, which in the case of an amendment, would materially adversely affect the interests of any Dealer or of any holder of Covered Bonds issued before the date of the amendment; or
- (b) without prior consultation with the Arrangers on behalf of the Dealers, appoint a different Bond Trustee under the Trust Deed or the Security Agreement and/or Issuing and Paying Agent under the Agency Agreement,

and the Issuer and the Guarantor will promptly notify each of the Arrangers on behalf of the Dealers of the effective date of any termination of, or amendment to, any of the Transaction Documents to which any of them is a party and of any change in the Bond Trustee under the Trust Deed or the Security Agreement and/or the Issuing and Paying Agent under the Agency Agreement.

5.5 Lawful compliance

Each of the Issuer and the Guarantor will at all times ensure that all necessary action is taken and all necessary conditions are fulfilled (including, without limitation, the obtaining of all necessary consents) so that it may lawfully comply with its obligations under all Covered Bonds and the Transaction Documents to which it is a party and further, so that it may comply with any applicable laws, regulations and guidelines from time to time promulgated by any governmental authorities relevant in the context of the Issue of the Covered Bonds, provided that where a matter is not within its control the Issuer or the Guarantor will be obliged only to make all reasonable endeavours in connection with the foregoing.

5.6 U.S. covenants

Each of the Issuer and the Guarantor undertakes that:

- (a) in the case of Bearer Covered Bonds and Regulation S Covered Bonds, it or its affiliates and any person acting on its or their behalf (other than any Dealer) will comply with the offering restrictions requirement of Regulation S under the Securities Act; and
- (b) neither it nor any of its affiliates nor any person acting on its or their behalf (other than any Dealer) will engage in any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States with respect to any Bearer Covered Bonds or any Regulation S Covered Bonds.

Except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D), the Issuer and the Guarantor undertake that the Issuer and the Guarantor shall not permit offers or sales of Bearer Covered Bonds to be made in the United States or its possessions or to United States persons. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and the Treasury regulations thereunder.

5.7 Authorised representative

The Issuer and the Guarantor will notify the Arrangers as soon as reasonably practicable in writing if any of the persons named in the list referred to in **paragraph 3 of Part 1** of the Initial Documentation List ceases to be authorised to take action on its behalf or if any additional person becomes so authorised together, in the case of an additional authorised person, with evidence satisfactory to the Arrangers that such person has been so authorised.

5.8 Auditors' comfort letters

The Issuer will:

- (a) at the time of the preparation of the initial Prospectus;
- (b) on each occasion when the Prospectus is revised, updated, supplemented or amended (insofar as such amendment concerns or contains financial information about the Issuer) provided that no comfort letter will be delivered if the only revision, supplement or amendment concerned is the publication or issue of any interim or annual financial statements of the Issuer to the extent such interim or financial statements or financial data are solely incorporated by reference in to such revision, supplement or amendment to the Prospectus; and
- (c) prior to the first non-syndicated issue of Covered Bonds subsequent to the publication of new audited financial statements and upon the closing of each syndicated issue of Covered Bonds,

deliver, at the expense of the Issuer, to the Arrangers and Dealers a comfort letter or comfort letters from the independent auditors of the Issuer, in such form and with such content as the Arrangers may reasonably request.

If at or prior to the time of any agreement to issue and purchase Covered Bonds under **Clause 2** such a request is made with respect to the Covered Bonds to be issued and agreed with the Issuer, the receipt of the relevant comfort letter or letters in a form satisfactory to the relevant Dealer shall be a further condition precedent to the issue of those Covered Bonds to that Dealer.

5.9 No other issues

During the period commencing on the Agreement Date and ending on the Issue Date with respect to any Covered Bonds which are to be listed or admitted to trading, the Issuer will not, without the prior consultation with the relevant Dealers, issue or agree to issue any other secured notes, bonds or other debt securities of whatsoever nature which are listed or admitted to trading of a nominal amount in excess of €500,000,000 (or its equivalent in any other currency) (other than Covered Bonds to be issued to the same Dealer) where such secured notes, bonds or other debt securities would have the same maturity, currency, Interest Basis and Redemption/Payment Basis (as specified in the Final Terms Document or Pricing Supplement (as the case may be)) as the Covered Bonds to be issued on the relevant Issue Date.

5.10 Ratings

Each of the Issuer and the Guarantor undertakes promptly to notify the Dealers of any change in the ratings given by Moody's and/or S&P and/or Fitch and/or DBRS or such other Rating Agency as notified to the Dealers for any of the Covered Bonds to be issued under the Program or any other debt obligations of the Issuer or the Guarantor or upon it becoming aware that any such rating is listed on "Creditwatch" or other similar publication of formal review by the relevant Rating Agency.

5.11 Passporting

If the Issuer has agreed with one or more Dealers that the home Member State that approved the Prospectus will be requested to provide a certificate of approval to the competent authority of one or more host Member State(s) under Articles 17 and 18 of the Prospectus Directive, then the arrangements relating to such request (including, but not limited to, the cost of translating any summary contained in the Prospectus for the purposes of the relevant host Member State) will be agreed between the Issuer and the relevant Dealer(s) at the relevant time.

In such case, the Issuer undertakes that it will use all reasonable endeavours to procure the delivery of a certificate of approval by the Financial Conduct Authority to the competent authority in any host Member State in accordance with Article 17 and Article 18 of the Prospectus Directive.

5.12 CMHC Registration

- (a) The Issuer will timely file the Prospectus, as amended and supplemented in a form approved by the Dealers, with the CMHC, and will file promptly all notifications, reports and other information required to be filed by the Issuer with CMHC pursuant to the CMHC Guide in connection with the CMHC Registration and the offering or sale of the Covered Bonds.
- (b) The Issuer will make available and accessible to investors (as defined in Part 5.1.1 of the CMHC Guide) all information, reports and notifications required under the CMHC Guide and Part I.1 of the NHA in connection with the CMHC Registration and the offering or sale of the Covered Bonds;
- (c) The Issuer will establish and maintain a program website(s) (as defined in Part 5.2 of the CMHC Guide) which meets the requirements of, and contains all information, reports, notifications, links, documents and any other disclosure required by the CMHC Guide in connection with the CMHC Registration and the offering or sale of the Covered Bonds.
- (d) The Issuer shall use its best efforts and take all actions that may be necessary in order to maintain the CMHC Registration and its right to issue Covered Bonds under the Program.
- (e) All Covered Bonds will be issued by the Issuer as a registered issuer under the CMHC Registration Requirements and under a registered covered bond program under the CMHC Registration Requirements.

6. UNDERTAKINGS OF THE RELEVANT SELLER

6.1 Notification of material developments

The relevant Seller (other than the Issuer) shall promptly after becoming aware of the occurrence thereof notify each Dealer of any development affecting it or any of its businesses which, in its opinion, is material in the context of the Program or any issue of Covered Bonds.

6.2 Lawful compliance

The relevant Seller (other than the Issuer) will at all times ensure that all necessary action is taken and all necessary conditions are fulfilled (including, without limitation, the obtaining of all necessary consents) so that it may lawfully comply with its obligations under all the Transaction Documents to which it is a party, provided that where a matter is not within its control the relevant Seller will be obliged only to make all reasonable endeavours in connection with the foregoing.

6.3 Transaction Documents

Save to the extent expressly contemplated in the Transaction Documents, the relevant Seller undertakes that it will not without prior consultation with the Arrangers on behalf of the Dealers terminate any of the Transaction Documents to which it is a party or effect or permit to become effective any amendment to any such Transaction Documents which, in the case of an amendment, would materially adversely affect the interests of any Dealer or of any holder of Covered Bonds issued before the date of the amendment, and the Seller will promptly notify each of the Dealers of any termination of, or amendment to, any of the Transaction Documents to which it is a party.

6.4 Ratings

The relevant Seller (other than the Issuer) undertakes promptly to notify the Dealers of any change in the ratings given by Moody's and/or S&P and/or Fitch and/or DBRS of the Seller's unsecured, unsubordinated short term or long term debt or the Servicer's unsecured, unsubordinated short term or long term debt (if the Servicer is administering the Loans and Related Security sold by the Seller to the Guarantor).

6.5 U.S covenants

Each relevant Seller (other than the Issuer) undertakes that:

- (a) that, in the case of Bearer Covered Bonds and Regulation S Covered Bonds, the relevant Seller, its affiliates and any person acting on its or their behalf (other than any Dealer) will comply with the offering restrictions requirement of Regulation S under the Securities Act; and
- (b) that neither the relevant Seller, nor any of its affiliates nor any person acting on its or their behalf (other than any Dealer) will engage in any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States with respect to any Bearer Covered Bonds or any Regulation S Covered Bonds.

7. INDEMNITY

7.1 Without prejudice to the other rights or remedies of the Arrangers and the Dealers, the Issuer and the Guarantor jointly and severally undertake to each Arranger and each Dealer that if that Dealer or Arranger or any Relevant Party relating to that Arranger or Dealer incurs any liability, damages, cost, loss or expense (including, without limitation, legal fees, costs and expenses and any applicable amounts in respect of VAT but excluding losses of profit; reasonable costs of investigation and defence) (a **Loss**) or may be made against them as a result of or in relation to:

- (a) any misrepresentation or alleged misrepresentation in, or breach or alleged breach of, any of the representations and warranties of the Issuer and/or the Guarantor and/or any Seller contained in or deemed to be made under this Agreement; or
- (b) any untrue statement or alleged untrue statement of a material fact included in the Prospectus or any other written information either provided to the Dealers by the Issuer or the Guarantor or approved by the Issuer, the Guarantor or any Seller, as the case may be, in both cases pursuant to **Clause 8** below, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or any actual breach of the undertakings of the Issuer, the Guarantor or any Seller, as the case may be, hereunder,

the Issuer or, as the case may be, the Guarantor shall (subject as provided below) pay to that Arranger or Dealer on demand an amount equal to such Loss.

No Arranger or Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this **Clause 7.1**.

- 7.2 Without prejudice to the other rights or remedies of the Arrangers and the Dealers, each Seller undertakes to each Arranger and each Dealer that if that Arranger or Dealer or any Relevant Party relating to that Arranger or Dealer incurs any Loss as a result of or in relation to any misrepresentation in, or breach of the representations and warranties of the Seller under this Agreement, such Seller shall pay to that Arranger or Dealer on demand an amount equal to such Loss.

No Arranger or Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this **Clause 7.2**.

- 7.3 In case any action, claim or demand shall be brought against any Relevant Party in respect of which recovery may be sought from the Issuer, the Seller and/or the Guarantor, as the case may be, under this **Clause 7**, the relevant Arranger or Dealer shall promptly notify the Issuer, the Seller and/or the Guarantor, as the case may be, in writing, setting out the relevant claim in reasonable detail, and the Issuer, the Seller and/or the Guarantor, as the case may be, shall have the option exercisable by notice in writing given to the relevant Dealer or Arranger to assume the defence thereof and **Clause 7.4** shall apply.

- 7.4 If it so elects within a reasonable time after receipt of the notice referred to in **Clause 7.3**, the Issuer or, as the case may be, the Guarantor may, subject as provided below, assume the defence of the action with legal advisers chosen by it and approved by the Relevant Party. Provided that and notwithstanding any such election a Relevant Party may employ separate legal advisers, and the Issuer or the Guarantor shall not be entitled to assume such defence and shall bear the fees and expenses of such separate legal advisers if:

- (a) the use of the legal advisers chosen by the Issuer or the Guarantor to represent the Relevant Party would present such legal advisers with a conflict of interest;
- (b) the actual or potential defendants in, or targets of, any such action include both the Relevant Party and the Issuer or the Guarantor and the Relevant Party concludes that there may be legal defences available to it and/or other Relevant Parties which are different from or additional to those available to the Issuer or the Guarantor; or
- (c) the Issuer or the Guarantor has not employed legal advisers satisfactory to the Relevant Party to represent the Relevant Party within a reasonable time after notice of the institution of such action.

- 7.5 If the Issuer or, as the case may be, the Guarantor assumes the defence of the action, the Issuer or, as the case may be, the Guarantor shall not be liable for any fees and expenses of legal advisers of the Relevant Party incurred thereafter in connection with the action, except as stated above.

- 7.6 Neither the Issuer nor the Guarantor shall be liable in respect of any settlement of any action effected without its consent, such consent not to be unreasonably withheld or delayed. Neither the Issuer nor the Guarantor shall, without the prior written consent of the Relevant Party, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim or action in respect of which recovery may be sought hereunder (whether or not the Relevant Party is an actual

or potential party to such claim or action) unless such settlement, compromise or consent includes an unconditional release of the Relevant Party from all liability arising out of such claim or action and does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of the Relevant Party.

- 7.7 Without prejudice to the other rights and remedies of the Issuer, each Seller and the Guarantor, each Arranger and each Dealer will severally and not jointly indemnify the Issuer, each Seller, the Guarantor and any director, officer or employee of the Issuer, each Seller and/or the Guarantor, for any losses, liabilities, costs, claims, charges, expenses, actions or demands which the Issuer, a Seller, the Guarantor or any director, officer or employee of the Issuer, a Seller and/or the Guarantor may incur (including any applicable amounts in respect of VAT but excluding loss of profit), or which may be made against any of them as a result of or in relation to any breach by such Dealer of any of the restrictions set out in Appendix 2 hereto (including, without limitation, reasonable costs of investigation and defence), provided, however, that (without prejudice to any other claim the Issuer and/or the Guarantor may have against that Dealer or Arranger) no Dealer or Arranger shall be liable under this **Clause 7.7** for any losses, liabilities, costs, claims, charges, expenses, actions or demands arising from the sale of Covered Bonds to any person believed in good faith by such Dealer or Arranger, on reasonable grounds after making all reasonable investigations, to be a person to whom Covered Bonds could legally be sold in compliance with the provisions of Appendix 2. The provisions of **Clause 7.3** with respect to the conduct and settlement of actions shall apply *mutatis mutandis* to the indemnity contained in this **Clause 7.7**.

8. AUTHORITY TO DISTRIBUTE DOCUMENTS AND PROVIDE INFORMATION

Subject to **Clause 9**, the Issuer and the Guarantor authorise each of the Dealers on behalf of the Issuer and the Guarantor to provide copies of, and to make oral statements consistent with, the Prospectus or, as the case may be, the Disclosure Documents and such additional written information as the Issuer and/or the Guarantor shall provide to the Dealers for distribution or approve in writing for the Dealers to distribute to actual and potential purchasers of Covered Bonds.

9. DEALERS' UNDERTAKINGS

- 9.1 Each Dealer agrees to comply with the restrictions set out in **Appendix 2** hereto.
- 9.2 Each Dealer acknowledges to, and agrees with, the Issuer and the Guarantor that:
- (a) neither the Issuer nor the Guarantor has authorised it to make representations in connection with any sale or proposed sale of any Covered Bonds other than those contained in or consistent with those contained in the Prospectus or the information approved in writing and provided by the Issuer and/or the Guarantor for distribution pursuant to **Clause 8** above (taken together with the Prospectus; and
 - (b) it will not circulate any version of the Prospectus other than the latest version of the Prospectus published by the Issuer and the Guarantor and made available to such Dealer from time to time.

10. FEES, EXPENSES AND STAMP DUTIES

- 10.1 The Issuer undertakes that it will:
- (a) pay to each Dealer all commissions agreed between the Issuer and that Dealer in connection with the sale of any Covered Bonds to that Dealer (together with an amount equal to any VAT chargeable on the services provided by each Dealer in relation thereto);

- (b) save as otherwise agreed with the Arrangers, pay all expenses (together with an amount equal to any VAT chargeable in relation thereto) incidental to the performance of its obligations hereunder and the establishment and maintenance of the Program, including:
 - (i) the fees and expenses of its legal advisers and auditors;
 - (ii) the cost of listing or admission to trading and maintaining the listing or admission to trading of any Covered Bonds which are to be listed on a Stock Exchange;
 - (iii) the cost of obtaining any credit rating for the Covered Bonds;
 - (iv) the fees and expenses of the Bond Trustee and the Agents appointed under the Agency Agreement;
 - (v) all expenses in connection with the issue, authentication, packaging, printing and initial delivery of any and all Covered Bonds and the preparation and printing (if applicable) of the Prospectus and the Disclosure Documents, the Transaction Documents and any amendments or supplements thereto;
 - (vi) any qualification of the Covered Bonds under U.S. state securities laws in accordance with the provisions of Section 5.6(b) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Dealers in connection therewith and in connection with the preparation and delivery to the Dealers of any Blue Sky or Legal Investment Survey; and
 - (vii) the cost of any marketing and any publicity agreed by the Issuer in connection with an issue of Covered Bonds;
- (c) save as otherwise agreed with the Arrangers and the Dealers, pay to the Arrangers and Dealers upon production of an itemised account all costs and expenses (together with an amount equal to any VAT chargeable in relation thereto) incurred by the Arrangers and Dealers (including fees and disbursements of legal and other professional advisers appointed to represent the Arrangers and Dealers) in connection with the negotiation, preparation, execution and delivery of the Transaction Documents and any documents referred to in any of them and any other documents required in connection with the establishment and maintenance of this Program and any issue of Covered Bonds under the Program;
- (d) bear and pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax (including any interest and penalties) on or in connection with the entry into, performance, enforcement or admissibility in evidence of any Transaction Document or any Covered Bond; and
- (e) reimburse each Dealer for its costs and expenses reasonably and properly incurred in protecting or enforcing any of its rights against the Issuer and/or any Seller under this Agreement.

10.2 Save as otherwise agreed with the Arrangers, the Guarantor undertakes that it will pay (together with any amounts in respect of VAT or similar tax thereon) the fees and expenses of its legal advisers.

11. TERMINATION OF APPOINTMENT OF DEALERS

The Issuer and the Guarantor or (as to itself) a Dealer may terminate the arrangements described in this Agreement by giving not less than 30 days' written notice to the other parties hereto. The Issuer and the Guarantor may terminate the appointment of a Dealer or Dealers by giving not less than 30

days' written notice to such Dealer or Dealers (with a copy promptly thereafter to all the other Dealers, the Bond Trustee and the Issuing and Paying Agent). Termination shall not affect any rights or obligations (including but not limited to those arising under **Clauses 6.4, 7, 9 and/or 10**) which have accrued at the time of termination or which accrue thereafter in relation to any act or omission or alleged act or omission which occurred before termination.

12. APPOINTMENT OF NEW DEALERS

- 12.1 The Issuer and the Guarantor may at any time appoint one or more New Dealers for the duration of the Program or, with regard to an issue of a particular Tranche of Covered Bonds, one or more New Dealers for the purposes of that Tranche, in either case upon the terms of this Agreement. Unless an appointment is made in a Subscription Agreement any appointment shall be made by:
- (a) the delivery by the New Dealer to the Issuer of an appropriate Dealer Accession Letter; and
 - (b) the delivery by the Issuer to the New Dealer of an appropriate Confirmation Letter.
- 12.2 Upon receipt of the relevant Confirmation Letter or execution of the relevant Subscription Agreement, as the case may be, each New Dealer shall, subject to the terms of the relevant Dealer Accession Letter or the relevant Subscription Agreement, as the case may be, become a party to this Agreement, vested with all authority, rights, powers, duties and obligations of a Dealer as if originally named as a Dealer under this Agreement provided that, except in the case of the appointment of a New Dealer for the duration of the Program, following the Issue Date of the relevant Tranche, the relevant New Dealer shall have no further such authority, rights, powers, duties or obligations except for any which have accrued or been incurred prior to, or in connection with, the issue of the relevant Tranche.
- 12.3 The Issuer shall promptly notify the Dealers, the Bond Trustee and the Issuing and Paying Agent of any appointment of a New Dealer for the duration of the Program. However, failure to give notice of any such appointment shall not invalidate such New Dealer appointment.

13. ACCESSION OF A NEW SELLER

- 13.1 Where any member of the BMO Group (other than the Issuer) wishes to sell Loans and Related Security to the Guarantor, it shall be a condition precedent to such sale that such member of the BMO Group accedes to and agrees to be bound by the terms of this Agreement. Such accession shall be effected by:
- (a) the delivery by the New Seller to the Issuer and the Guarantor of an appropriate Seller Accession Letter, a New Mortgage Sale Agreement executed by the New Seller and any other documents as are required by the Bond Trustee, the Guarantor and/or the Cash Manager to be entered into by the New Seller;
 - (b) the delivery by the Issuer to the New Seller and the Dealers of an appropriate Seller Confirmation Letter, a copy of the New Mortgage Sale Agreement executed by the New Seller, the Guarantor and the Bond Trustee and copies of any other documents referenced in **Clause 13.1(a)** above executed as necessary by the New Seller and any of the parties to the Transaction Documents; and
 - (c) the delivery by the New Seller to the Issuer and the Dealers of items 1–4 (inclusive) described in **Part 1** of the Initial Documentation List.
- 13.2 Any accession of a New Seller shall be subject to Rating Agency Confirmation unless otherwise agreed by the Covered Bondholders.

13.3 Upon receipt of the relevant Seller Confirmation Letter, the executed New Mortgage Sale Agreement and the other documents referenced in **Clause 13.1(b)** above, each New Seller shall, subject to the terms of the relevant Seller Accession Letter, become a party to this Agreement, vested with all authority, rights, powers, duties and obligations of the Seller under this Agreement.

13.4 The Issuer shall promptly notify the other Sellers, the Dealers, the Bond Trustee and the Issuing and Paying Agent of any appointment of a New Seller by supplying to them a copy of any Seller Accession Letter, the Seller Confirmation Letter, the executed New Mortgage Sale Agreement and the other documents referenced in **Clause 13.1(b)** above.

14. INCREASE IN THE AGGREGATE NOMINAL AMOUNT OF THE PROGRAM

14.1 From time to time the Issuer and the Guarantor may increase the aggregate nominal amount of the Covered Bonds that may be issued under the Program by delivering to the Dealers (with a copy to the Bond Trustee and the Issuing and Paying Agent) a letter substantially in the form set out in **Appendix 5**. Upon the later of (a) 10 days after notice is given to the Dealers, and (b) the Issuer and the Guarantor delivering to the Arrangers on behalf of the Dealers, all the documents and confirmations described in Part 2 of the Initial Documentation List (with such changes as may be relevant with reference to the circumstances at the time of the proposed increase as are agreed between the Issuer, the Guarantor and the Dealers), and the satisfaction of any further conditions precedent that any of the Dealers may reasonably require, including, without limitation, the production of a supplementary Prospectus by the Issuer and the Guarantor and any further or other documents required by the relevant authority or authorities for the purpose of listing or admitting to trading any Covered Bonds to be issued under the increased Program on the relevant Stock Exchange, all references in the Transaction Documents to a Program of a certain nominal amount shall be deemed to be references to a Program of the increased nominal amount. The Arrangers shall circulate to the Dealers all of the documents and confirmations required under this clause. Any Dealer must notify the Arrangers, the Issuer and the Guarantor within seven days of receipt if it considers, in its reasonable opinion, that any of the documents, confirmations and, if applicable, further conditions precedent are unsatisfactory and, in the absence of such notification, each Dealer shall be deemed to consider the documents and confirmations to be satisfactory and any further conditions precedent to be satisfied.

15. STATUS OF THE ARRANGERS

15.1 Each of the Dealers agrees that the Arrangers have only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Program and has no responsibility to them for (a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Prospectus, any Final Terms Document or Pricing Supplement (as the case may be), this Agreement or any information provided in connection with the Program or (b) the nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Program or any Tranche.

15.2 The Arrangers shall have only those duties, obligations and responsibilities expressly specified in this Agreement or unless otherwise agreed between the parties hereto.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

17. COMMUNICATIONS

- 17.1 All communications shall be by telex, fax or letter delivered by hand or first-class post or by telephone. Each communication shall be made to the relevant party at the telex number, fax number or address or telephone number and, in the case of a communication by telex, fax or letter, marked for the attention of, or (in the case of a communication by telephone) made to, the person or department from time to time specified in writing by that party to the others for the purpose the applicable notice provisions of each party to this Agreement. As at the date of this Agreement are set out in the signatories page to this Agreement.
- 17.2 A communication shall be deemed received (if by telex) when a confirmed answerback is received at the end of the transmission, (if by fax) when an acknowledgement of receipt is received, (if by telephone) when made or (if by letter delivered by hand) when delivered, or (if by letter sent by first-class post) three days, in the case of inland post, in fourteen days, in the case of overseas post, after despatch, in each case in the manner required by this Clause. However, if a communication is received after business hours on any business day or on a day which is not a business day in the place of receipt it shall be deemed to be received and become effective at the opening of business on the next business day in the place of receipt. Every communication shall be irrevocable save in respect of any manifest error in it.

18. TRANSFER

- 18.1 In any case where there is a substitution of a New Entity in place of the Issuer as principal debtor under and in accordance with the Trust Deed, the Covered Bonds, the Receipts and the Coupons pursuant to the Trust Deed, such New Entity will automatically be substituted in place of the Issuer as a party to this Agreement without any prior approval thereof being required from the Dealers and the expression "Issuer" wherever used in this Agreement shall include any such New Entity provided that, where the substitute is the successor entity or transferee company of the Issuer, the Covered Bond Guarantee shall remain in place mutatis mutandis in relation to the obligations of the New Entity.
- 18.2 In the event of any such substitution, any opinions obtained by the Bond Trustee pursuant to Clauses 20.3(b)(v) and 20.4(b)(vi) of the Trust Deed shall also be addressed to the Dealers.
- 18.3 A Dealer may only assign or transfer its rights or obligations under this Agreement with the prior written consent of the Issuer and the Guarantor except for an assignment of all of a Dealer's rights and obligations hereunder in whatever form such Dealer determines may be appropriate to a partnership, corporation, trust or other organisation in whatever form that may succeed to all or substantially all of such Dealer's assets and business and that assumes such obligations by contract, operation of law or otherwise.
- 18.4 If the Dealers assign their rights or transfer their obligations as provided in this Clause, the relevant assignee or transferee shall be treated as if it were a party to this Agreement with effect from the date on which such assignment or transfer takes effect; provided that any transfer shall only become effective when the Issuer has received an undertaking from the transferee to be bound by this Agreement and to perform the obligations transferred to it. Such assignment or transfer shall not affect any rights or obligations (including but not limited to, those arising under **Clauses 7, 9 and 10**) which have accrued at the time of assignment or transfer or which accrue thereafter to the parties in relation to any act or omission or alleged act or omission which occurred prior to such assignment or transfer.
- 18.5 The Guarantor may not assign or transfer its rights or obligations under this Agreement to any other party without the prior written consent of each of the other parties to this Agreement save that the Guarantor shall be entitled to assign by way of security all or any of its rights under this Agreement

without such consent to the Bond Trustee pursuant to the Security Agreement and the Bond Trustee may at its sole discretion assign without such consent all or any part of the Security created by the Security Agreement upon an enforcement of the Security in accordance with the Security Agreement.

- 18.6 This Agreement shall be binding upon and shall inure for the benefit of the Issuer, the Guarantor and each Dealer and their respective successors and permitted assigns.

19. CALCULATION AGENT

- 19.1 In the case of any Series of Covered Bonds which requires the appointment of a Calculation Agent, the Issuing and Paying Agent shall act as Calculation Agent unless the relevant Dealer or, as the case may be, the Lead Manager and the Issuer agree to appoint that Dealer or Lead Manager, or a person nominated by the Dealer or Lead Manager (a **Nominee**), as Calculation Agent.
- 19.2 Should a request be made to the Issuer for the appointment of that Dealer or Lead Manager as the Calculation Agent and the Issuer agrees to such request, the appointment shall be automatic upon the issue of the relevant Series of Covered Bonds and shall, except as agreed, be on the terms set out in the Calculation Agency Agreement set out in Schedule 1 to the Agency Agreement, and no further action shall be required to effect the appointment of the Dealer or Lead Manager as Calculation Agent in relation to that Series of Covered Bonds, and the Schedule to the Calculation Agency Agreement shall be deemed to be duly annotated to include that Series. The name of the Dealer or Lead Manager so appointed will be entered in the applicable Final Terms Document or Pricing Supplement (as the case may be).
- 19.3 Should a request be made to the Issuer for the appointment of a Nominee as the Calculation Agent and the Issuer agrees to such request, the Nominee shall agree with the Issuer in writing to its appointment as Calculation Agent on the terms set out in the Calculation Agency Agreement set out in Schedule 1 to the Agency Agreement and no further action shall be required to effect the appointment of the Nominee as Calculation Agent in relation to that Series of Covered Bonds, and the Schedule to the Calculation Agency Agreement shall be deemed to be duly annotated to include that Series. The name of the Nominee so appointed will be entered in the applicable Final Terms Document or Pricing Supplement (as the case may be).

20. STABILISATION

- 20.1 In connection with the distribution of any Covered Bonds, the Dealer (if any) designated as the stabilising manager (the **Stabilising Manager**) (or any duly appointed person acting for the Stabilising Manager) in the applicable Final Terms Document or Pricing Supplement (as the case may be) may over-allot Covered Bonds or effect transactions which support the market price of the Covered Bonds at a level higher than that which might otherwise prevail. Any Stabilising Manager will not in doing so be deemed to act as an agent of the Issuer or the Guarantor and is authorised by the Issuer and the Guarantor to make all appropriate disclosure in relation to any such action.
- 20.2 Any stabilising action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. Any loss resulting from over-allotment and stabilisation shall be borne, and any net profit arising therefrom shall be retained, by the Stabilising Manager for its own account. Any stabilisation action or over-allotment will be conducted in accordance with all applicable laws and regulations.

- 20.3 Each of the Issuer and the Guarantor represents, warrants and undertakes to the Dealers that, in relation to each Tranche of Covered Bonds for which a Dealer is named as a Stabilising Manager in the applicable Final Terms Document or Pricing Supplement (as the case may be), neither the Issuer nor the Guarantor has issued nor will issue, without the prior consent of that Dealer (such consent not to be unreasonably withheld), any press or other public announcement referring to the proposed issue of Covered Bonds unless the announcement adequately discloses that stabilising action may take place in relation to the Covered Bonds to be issued.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Except with respect to **Clause 18.5** a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement and every agreement for the issue and purchase of Covered Bonds as referred to in **Clause 2** shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 22.2 The Issuer and the Guarantor irrevocably agree for the benefit of the Dealers that the courts of Ontario are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with this Agreement may be brought in such courts.
- 22.3 The Issuer and the Guarantor each irrevocably waives any objection which it may have to the laying of the venue of any Proceedings in any such courts and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the jurisdiction of the courts of Ontario shall be conclusive and binding upon the Issuer and the Guarantor and may be enforced in the courts of any other jurisdiction.
- 22.4 Nothing contained in this clause shall limit any right to take Proceedings against the Issuer or the Guarantor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 22.5 The Issuer and the Guarantor each appoint The Director of Compliance UK and Europe at Bank of Montreal, London Branch as its agent for service of process in England and agree that, in the event of Bank of Montreal, London Branch ceasing so to act, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this clause shall affect the right to serve process in any other manner permitted by law.

23. NON PETITION

Each Party to this Agreement agrees that it will not institute or join any other Person or entity in instituting against, or with respect to, the Guarantor, or any general partners of the Guarantor, any bankruptcy or insolvency event so long as any Covered Bonds issued by the Issuer under the Program will be outstanding or there will not have elapsed one year plus one day since the last day on which any such Covered Bonds will have been outstanding. The foregoing provision will survive the termination of this Trust Deed by either party hereto.

This provision shall survive the termination of this Agreement.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

APPENDIX 1

INITIAL DOCUMENTATION LIST

PART 1

1. A certified copy of the constitutional documents of the Issuer, the Seller (if the Seller is not the Issuer) and the Guarantor.
2. A certified copy of all resolutions and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Issuer, the Seller (if the Seller is not the Issuer) and the Guarantor:
 - (a) to approve its entry into the Transaction Documents to which it is a party and, in the case of the Issuer, the issue of Covered Bonds;
 - (b) to authorise appropriate persons to execute each of the Transaction Documents to which it is a party and, in the case of the Issuer, any Covered Bonds and to take any other action in connection therewith; and
 - (c) to authorise appropriate persons to enter into agreements with any Dealer on behalf of the Issuer to issue Covered Bonds in accordance with **Clause 2** of this Agreement.
3. A certified list of the names, titles and specimen signatures of the persons authorised on behalf of the Issuer, the Seller and the Guarantor in accordance with **paragraph 2**.
4. Certified copies of any relevant other governmental or other consents, authorisations and approvals required for the Issuer to issue or for the Guarantor to guarantee payments of principal and interest under the Covered Bonds, for the Issuer, the Seller and the Guarantor to execute and deliver the Transaction Documents to which they are respectively a party and for the Issuer, the Seller and the Guarantor to fulfil their respective obligations under the Transaction Documents to which each is a party.
5. Confirmation that one or more master Temporary Global Covered Bonds, master Permanent Global Covered Bonds, master Regulation S Global Covered Bonds (from which copies can be made for each particular issue of Covered Bonds), duly executed by a person or persons authorised to take action on behalf of the Issuer as specified in **paragraph 2(b)** above, have been delivered to the Issuing and Paying Agent or the Registrar, as appropriate.
6. Legal opinions addressed to each of the Dealers and the Bond Trustee dated on or after the date of this Agreement, in such form and with such content as the Dealers and the Bond Trustee may reasonably require, from:
 - (a) Allen & Overy LLP, legal advisers to the Issuer, the Guarantor and the Seller as to English law and United States law;
 - (b) Osler, Hoskin & Harcourt LLP, legal advisers to the Issuer, the Guarantor and the Seller as to Canadian law; and
 - (c) legal counsel of the Covered Bond Swap Provider (if the Covered Bond Swap Provider is not a member of the BMO Group);

- (d) Morison & Foerster LLP, legal advisers to the Dealers and the Arrangers as to English law and United States law, if applicable;
 - (e) McCarthy Tétrault, LLP, legal advisers to the Dealers as to Canadian law, if applicable; and
 - (f) Local counsel in each province and territory in which Loans being sold to the Guarantor are located (other than those provinces addressed in the opinion referred to in (b) above), legal advisers to the Issuer, the Guarantor and the Seller as to the applicable provincial or territorial law.
7. An executed copy of each Transaction Document.
 8. Confirmation of the execution and delivery by the Issuer of the Program effectuation authorisation to each of Euroclear and Clearstream, Luxembourg (the **ICSDs**), the execution and delivery of an Issuer-ICSD Agreement by the parties thereto and the making by the Issuing and Paying Agent of a common safekeeper election in accordance with Clause 2.8 of the Agency Agreement.
 9. An electronic copy of the final version of the Prospectus.
 10. Confirmation that application has been made for the Covered Bonds to be issued under the Program to be admitted to the Official List and to trading on the regulated market of the London Stock Exchange.
 11. Comfort letters from KPMG LLP as independent auditors of the Issuer in such form and with such content as the Dealers may reasonably request, including the most recent specified procedures report delivered to CMHC in accordance with the Guide.

PART 2

1. A certified copy of all resolutions and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Issuer to approve the increase in the amount of the Program.
2. Certified copies of any other governmental or other consents, authorisations and approvals required for the increase.
3. Confirmation that one or more master Temporary Global Covered Bonds, master Permanent Global Covered Bonds and master Regulations S Global Covered (from which copies can be made for each particular issue of Covered Bonds), duly executed by a person or persons authorised to take action on behalf of the Issuer as specified in **paragraph 2(b) of Part 1** of the Initial Documentation List, have been delivered to the Issuing and Paying Agent or the Registrar, as appropriate.
4. Confirmation that Covered Bonds to be issued under the increased Program will be listed on the London Stock Exchange.
5. Legal opinions addressed to each of the Dealers and the Bond Trustee dated on or after the date of this Agreement, in such form and with such content as the Dealers and the Bond Trustee may reasonably require, from:
 - (a) Allen & Overy LLP, legal advisers to the Issuer, the Guarantor and the Seller as to English law and United States law;
 - (b) Osler, Hoskin & Harcourt LLP, legal advisers to the Issuer, the Guarantor and the Seller as to Canadian law;
 - (c) legal counsel of the Covered Bond Swap Provider (if the Covered Bond Swap Provider is not a member of the BMO Group);
 - (d) Morrison & Foerster LLP, legal advisers to the Dealers and the Arrangers as to English law and United States law, if applicable;
 - (e) McCarthy Tétrault, LLP, legal advisers to the Dealers as to Canadian law, if applicable.
6. Comfort letters from KPMG LLP as independent auditors of the Issuer in such form and with such content as the Dealers may reasonably request.

APPENDIX 2

SELLING RESTRICTIONS

1. United States

- 1.1 Each Dealer understands that the Covered Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (**Regulation S**) or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer represents and agrees that it has not offered or sold any Covered Bonds, and will not offer or sell any Covered Bonds, within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the closing of the offering and the Issue Date, and except in either case in accordance with Regulation S under the Securities Act.

Each Dealer also agrees that, at or prior to confirmation of sale of Covered Bonds, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Covered Bonds from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the closing of the offering and the Issue Date and except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Terms used in this **Clause 1.1** have the meanings given to them by Regulation S.

- 1.2 Each Dealer represents and agrees that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Covered Bond, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.
- 1.3 In addition, in respect of Bearer Covered Bonds where TEFRA D is specified in the applicable Final Terms Document or Pricing Supplement (as the case may be):
- (a) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (the **D Rules**), each Dealer (i) represents that it has not offered or sold, and agrees that during the restricted period it will not offer or sell, Bearer Covered Bonds to a person who is within the United States or its possessions or to a United States person, and (ii) represents that it has not delivered and agrees that it will not deliver within the United States or its possessions Bearer Definitive Covered Bonds that are sold during the restricted period;
 - (b) each Dealer represents that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Bearer Covered Bonds are aware that such Bearer Covered Bonds may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;

- (c) each Dealer which is a United States person represents that it is acquiring Bearer Covered Bonds for purposes of resale in connection with their original issuance and that if it retains Bearer Covered Bonds for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(6);
- (d) with respect to each affiliate that acquires Bearer Covered Bonds from a Dealer for the purpose of offering or selling such Bearer Covered Bonds during the restricted period, such Dealer repeats and confirms the representations and agreements contained in **Clauses 1.3(a), 1.3(b), 1.3(c) and 1.3(e)** on such affiliate's behalf; and
- (e) each Dealer agrees that it will obtain from any distributor (within the meaning of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(4)(ii)) that purchases any Bearer Covered Bonds from it pursuant to a written contract with such Dealer (except a distributor that is one of its affiliates or is another Dealer), for the benefit of the Issuer and each other Dealer, the representations contained in, and such distributor's agreement to comply with, the provisions of **Clauses 1.3(a), 1.3(b), 1.3(c) and 1.3(d)** of this paragraph insofar as they relate to the D Rules, as if such distributor were a Dealer hereunder.

Terms used in this **Clause 1.3** have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended (the **Code**) and the Treasury regulations thereunder (the **Regulations**), including the D Rules.

- 1.4 In respect of Bearer Covered Bonds where TEFRA C is specified in the applicable Final Terms Document or Pricing Supplement (as the case may be), each Dealer understands that under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(C) (the **C Rules**) such Bearer Covered Bonds must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer represents and agrees that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, such Bearer Covered Bonds within the United States or its possessions in connection with their original issuance. Further, each Dealer represents and agrees in connection with the original issuance of such Bearer Covered Bonds that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either the Dealer or such prospective purchaser is within the United States or its possessions or otherwise involve a U.S. office of the Dealer in the offer or sale of such Bearer Covered Bonds. Terms used in this **Clause 1.4** have the meanings given to them by the Code and the Regulations, including the C Rules.

2. **Public Offer Selling Restriction under the Prospectus Directive**

- 2.1 In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Covered Bonds which are the subject of an offering contemplated by the Prospectus as completed by the Final Terms Document or Pricing Supplement (as the case may be) in relation thereto to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Covered Bonds to the public in that Relevant Member State:
 - (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
 - (b) at any time to fewer than 100 or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than

qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

- 2.2 For the purposes of this provision, the expression **offer of Covered Bonds to the public** in relation to any Covered Bonds in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State, and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

3. **United Kingdom**

Each Dealer represents and agrees that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Guarantor or, in the case of the Issuer, would not, if either were not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

4. **Japan**

The Covered Bonds have not been and will not be registered under the Financial and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

5. **Republic of France**

Each of the Dealers and Issuer has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, Covered Bonds to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus, the Final Terms or any other offering material relating to the Covered Bonds, and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties and/or (b)

qualified investors (*investisseurs qualifiés*), other than individuals, and/or (c) a restricted group of investors (*cercle restreint d'investisseurs*), all as defined in, and in accordance with, Articles L.411-1, L.411-2, D.411-1 and D.411-44 of the French Code *monétaire et financier*.

6. Republic of Italy

Unless it is specified within the relevant Final Terms that a non-exempt offer may be made in Italy, the offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, no Covered Bonds may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Covered Bonds be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Italian Financial Services Act**) and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Services Act and Article 34-ter of Regulation No. 11971.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of the Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Italian Banking Act**); and
- (ii) in compliance with Article 129 of the Italian Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

7. Canada

The Covered Bonds will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed that it has not offered, sold or distributed, and will not offer, sell or distribute, any Covered Bonds, directly or indirectly, in Canada or to, or for the benefit of any resident of Canada, other than in compliance with applicable securities laws. Each Dealer has also represented and agreed that it has not and will not distribute or deliver this Prospectus, or any other offering material in connection with any offering of Covered Bonds, in Canada, other than in compliance with applicable securities laws.

8. General

Each Dealer agrees and each further Dealer appointed under the Program will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or

delivery by it of Covered Bonds under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantor nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Guarantor or any of the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other restrictions as the Issuer and the relevant Dealer(s) shall agree as a term of issue and purchase as indicated in the applicable Final Terms Document or Pricing Supplement (as the case may be).

APPENDIX 3

FORMS OF DEALER ACCESSION LETTERS AND CONFIRMATION LETTERS

PART 1

FORM OF DEALER ACCESSION LETTER – PROGRAM

[Date]

To: Bank of Montreal
[●]

(the Issuer)

Attention: [●]

Dear Sirs,

Bank of Montreal Global Covered Bond Program

We refer to the Dealership Agreement dated [●] 2014 entered into in respect of the above Global Covered Bond Program and made between the Issuer, the Guarantor and the Dealers party to it (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**).

We confirm that we are in receipt of the following documents:

- (a) a copy of the Dealership Agreement; and
- (b) a copy of current versions of all other documents delivered under **Appendix 1** to the Dealership Agreement as we have requested,

and have found them to our satisfaction¹.

For the purposes of the Dealership Agreement our notice details are as follows:

[insert name, address, telephone, facsimile, telex (+ answerback) and attention].

In consideration of the appointment by the Issuer and the Guarantor of us as a Dealer under the Dealership Agreement we undertake, for the benefit of the Issuer, the Guarantor and each of the other Dealers, that we will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Dealership Agreement.

Terms used in this letter have the meanings given to them in the Dealership Agreement.

¹ It is important to ensure that each original legal opinion and comfort letter permits it to be delivered to, and relied upon by, New Dealers, otherwise a side letter to this effect should be provided.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Yours faithfully,
[*Name of New Dealer*]

By:

cc: Computershare Trust Company of Canada as Bond Trustee
 The Bank of New York Mellon, London Branch as Issuing and Paying Agent
 The Dealers

PART 2

FORM OF CONFIRMATION LETTER – PROGRAM

[Date]

To: [Name and address of New Dealer]

Dear Sirs,

Bank of Montreal
Global Covered Bond Program

We refer to the Dealership Agreement dated [●] 2014 (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**) entered into in respect of the above Global Covered Bond Program and acknowledge receipt of your Dealer Accession Letter to us dated [specify].

We confirm that, with effect from today's date, you shall become a Dealer under the Dealership Agreement in accordance with **Clause 12.2** of the Dealership Agreement.

Yours faithfully,

Bank of Montreal

By:

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent
The Dealers

PART 3

FORM OF DEALER ACCESSION LETTER – COVERED BOND ISSUE

[Date]

To: Bank of Montreal
(the **Issuer**)

Dear Sirs,

Bank of Montreal
[*Description of issue*]
(the **Covered Bonds**)

We refer to the Dealership Agreement dated [●] 2014 and made between the Issuer, the Guarantor and the Dealers party to it (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**).

We confirm that we are in receipt of the following documents:

- (a) a copy of the Dealership Agreement; and
- (b) a copy of current versions of all other documents delivered under **Appendix 1** of the Dealership Agreement as we have requested,

and have found them to our satisfaction¹.

For the purposes of the Dealership Agreement our notice details are as follows:

[*insert name, address, telephone, facsimile, telex (+ answerback) and attention*].

In consideration of the appointment by the Issuer and the Guarantor of us as a Dealer under the Dealership Agreement in respect of the issue of the Covered Bonds we undertake, for the benefit of the Issuer, the Guarantor and each of the other Dealers, that, in relation to the issue of the Covered Bonds, we will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Dealership Agreement.

Terms used in this letter have the meanings given to them in the Dealership Agreement.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Yours faithfully,

[*Name of New Dealer*]

By:

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent

¹ It is important to ensure that each original legal opinion and comfort letter permits it to be delivered to, and relied upon by, New Dealers, otherwise a side letter to this effect should be provided.

PART 4

FORM OF CONFIRMATION LETTER – COVERED BOND ISSUE

[Date]

To: [Name and address of New Dealer]

Dear Sirs,

Bank of Montreal

[Description of issue]

(the Covered Bonds)

We refer to the Dealership Agreement dated [●] 2014 (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**) and acknowledge receipt of your Dealer Accession Letter to us dated [specify].

We confirm that, with effect from today's date, in respect of the issue of the Covered Bonds, you shall become a Dealer under the Dealership Agreement in accordance with **Clause 12.2** of the Dealership Agreement.

Yours faithfully,

Bank of Montreal

By:

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent

APPENDIX 4

FORMS OF SELLER ACCESSION LETTER AND SELLER CONFIRMATION LETTER

PART 1

FORM OF SELLER ACCESSION LETTER

[Date]

To: Bank of Montreal
(the **Issuer**)

[BMO Covered Bond Guarantor Limited Partnership]
(the **Guarantor**)

Dear Sirs,

Bank of Montreal Global Covered Bond Program

We refer to the Dealership Agreement dated [●] 2014 entered into in respect of the above Global Covered Bond Program and made between the Issuer, the Guarantor and the Dealers party to it (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**).

We confirm that we are in receipt of the following documents:

- (a) a copy of the Dealership Agreement;
- (b) a copy of the proposed New Mortgage Sale Agreement;
- (c) a copy of all other documents that the Bond Trustee, the Guarantor and/or the Cash Manager has required us to enter into in order to accede to the Program; and
- (d) a copy of current versions of all other documents delivered under **Appendix 1** to the Dealership Agreement as we have requested,

and have found them to our satisfaction.

We have enclosed a copy of the New Mortgage Sale Agreement, which has been executed by us, along with a copy of each of the other documents referenced in **paragraph (c)** above executed as required.

We confirm that all of the conditions precedent to our appointment as Seller, as set out in Clause 13 of the Dealership Agreement and Clause [●] of the New Mortgage Sale Agreement have been satisfied.

For the purposes of the Dealership Agreement our notice details are as follows:

[insert name, address, telephone, facsimile, telex (+ answerback) and attention].

In consideration of the appointment by the Issuer and/or the Guarantor of us as a Seller under the Dealership Agreement we undertake, for the benefit of the Issuer, the Guarantor, the existing Sellers and the Dealers, that we will perform and comply with all the duties and obligations expressed to be assumed by the Seller under the Dealership Agreement.

Terms used in this letter have the meanings given to them in the Dealership Agreement.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Yours faithfully,
[*Name of New Seller*]

By:

cc: Computershare Trust Company of Canada as Bond Trustee
 The Bank of New York Mellon, London Branch as Issuing and Paying Agent
 The Dealers
 Other Sellers

PART 2

FORM OF SELLER CONFIRMATION LETTER

[Date]

To: [Name and address of New Seller]

Dear Sirs,

Bank of Montreal
Global Covered Bond Program

We refer to the Dealership Agreement dated [●] 2014 (which agreement, as amended, supplemented or restated from time to time, is referred to as the **Dealership Agreement**) entered into in respect of the above Global Covered Bond Program and acknowledge receipt of your Seller Accession Letter to us dated [specify].

We confirm that, with effect from today's date, you shall become a Seller under the Dealership Agreement in accordance with **Clause 13.2** of the Dealership Agreement.

Yours faithfully,

Bank of Montreal

By:

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent
The Dealers
Other Sellers

APPENDIX 5

LETTER REGARDING INCREASE IN THE NOMINAL AMOUNT OF THE PROGRAM

[Date]

To: The Dealers
(as those expressions are defined in the
Dealership Agreement dated [●] 2014 and,
as amended, supplemented or restated from
time to time (the **Dealership Agreement**))

Dear Sirs,

Bank of Montreal
Global Covered Bond Program

We require, pursuant to **Clause 14.1** of the Dealership Agreement, that the aggregate nominal amount of the above Program be increased to €[specify] from [specify date] whereupon (but subject as provided in the next paragraph) all references in the Transaction Documents will be deemed amended accordingly.

We understand that this increase is subject to the satisfaction of the condition set out in **Clause 14** of the Dealership Agreement, namely that each Dealer shall have received and found satisfactory all the documents and confirmations described in Part 2 of the Initial Documentation List (with such changes as may be relevant with reference to the circumstances at the time of the proposed increase, as are agreed between the Issuer, the Guarantor and the Dealers) and the satisfaction of any further conditions precedent that any of the Dealers may reasonably require.

You must notify the Arrangers and ourselves within seven days of receipt by you of those documents and confirmations and, if applicable, further conditions precedent if you consider (in your reasonable opinion) that any of them are unsatisfactory and, in the absence of such notification, you will be deemed to consider such documents and confirmations to be satisfactory and such further conditions precedent to be satisfied.

Terms used in this letter have the meanings given to them in the Dealership Agreement.

Yours faithfully,

Bank of Montreal

By:

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent

APPENDIX 6

FORM OF SUBSCRIPTION AGREEMENT

Bank of Montreal

[*DESCRIPTION OF ISSUE*]

[*DATE*]

To: [Names of Managers]
(the **Managers**)

c/o [Name of Lead Managers]
(the **Lead Managers**)

cc: Computershare Trust Company of Canada as Bond Trustee
The Bank of New York Mellon, London Branch as Issuing and Paying Agent

Dear Sirs,

Bank of Montreal (the Issuer) proposes to issue [*DESCRIPTION OF ISSUE*] (the **Covered Bonds**) under the U.S.\$10 billion Global Covered Bond Program established by it. The Covered Bonds will be unconditionally and irrevocably guaranteed as to payments of interest and principal by BMO Covered Bond Guarantor (the **Guarantor**). The terms of the issue shall be as set out in the form of Final Terms Document or Pricing Supplement (as the case may be) attached to this Agreement as.

This Agreement is supplemental to the Dealership Agreement (the **Dealership Agreement**) dated [●] 2014 made between the Issuer, the Guarantor and the Dealers party thereto. All terms with initial capitals used herein without definition have the meanings given to them in the Dealership Agreement.

We wish to record the arrangements agreed between us in relation to the issue:

1. This Agreement appoints each Manager which is not a party to the Dealership Agreement (each a New Dealer) as a New Dealer in accordance with the provisions of **Clause 12** of the Dealership Agreement for the purposes of the issue of the Covered Bonds. Each New Dealer confirms that it is in receipt of the documents referenced below:
 - (a) a copy of the Dealership Agreement; and
 - (b) a copy of such of the documents delivered under **Appendix 1** of the Dealership Agreement as it has requested and finds the same to be satisfactory or (in the case of any or all of such documents) has waived such delivery.

For the purposes of the Dealership Agreement the details of the Managers for service of notices are as follows:

[insert name, address, telephone, facsimile, telex (+ answerback) and attention].

In consideration of the Issuer appointing each New Dealer as a Dealer in respect of the Covered Bonds under the Dealership Agreement, each New Dealer hereby undertakes, for the benefit of the Issuer, the Guarantor, each Manager and the Dealers, that, in relation to the issue of the Covered Bonds, it will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Dealership Agreement. The Issuer and the Guarantor confirm that each New Dealer shall be vested with all authority, rights, powers, duties and obligations of a Dealer in relation to the issue of the Covered Bonds as if originally named as a Dealer under the Dealership Agreement provided that following the Issue Date of the Covered Bonds each New Dealer shall have no further such authority, rights, powers, duties or obligations except for any which have accrued or been incurred prior to, or in connection with, the issue of the Covered Bonds.

2. Subject to the terms and conditions of the Dealership Agreement and this Agreement the Issuer agrees to issue the Covered Bonds and the Managers jointly and severally agree to purchase the Covered Bonds at a price of *[specify]* per cent. of the principal amount of the Covered Bonds (the **Purchase Price**), being the issue price of *[specify]* per cent. less a selling commission of *[specify]* per cent. of such principal amount and a combined underwriting commission of *[specify]* per cent. of such principal amount.
3. For the purposes of this Agreement:
 - (a) the sum payable on the Issue Date shall be *[currency]*, representing the Purchase Price less any amount payable in respect of Managers' expenses as provided in the agreement referred to in **Clause 4** of this Agreement;
 - (b) **Issue Date** means *[specify]* a.m. (*[specify]* time) on *[specify]* or such other time and/or date as the Issuer and the Lead Managers on behalf of the Managers may agree;
 - (c) **Marketing Materials** mean *[specify]*; and
 - (d) **Payment Instruction Date** means the Issue Date unless there is to be a pre-closing for the issue in which case it means the business day (being a day on which banks and foreign exchange markets are open for general business in London) prior to the Issue Date.
4. The arrangements in relation to expenses have been separately agreed between the Issuer and the Lead Managers or the Arrangers.
5. The obligation of the Managers to purchase the Covered Bonds is conditional upon:
 - (a) the conditions set out in **Clause 3.2** (other than that set out in **Clause 3.2(f)**) of the Dealership Agreement being satisfied as of the Payment Instruction Date and without prejudice to the aforesaid, the Prospectus dated *[specify]*[, as supplemented by [],] containing all material information relating to the financial position and profits and losses of the Issuer and the Guarantor and nothing having happened which would require the Prospectus [, as so supplemented,] to be *[further]* supplemented or updated;
 - (b) the delivery to the Lead Managers on the Payment Instruction Date of:
 - (i) a certificate dated the Payment Instruction Date signed by a duly authorised officer of the Issuer and a certificate dated the Payment Instruction Date signed by a duly authorised officer of the Guarantor giving confirmation of the conditions described in **Clause 5(a)**;
 - (ii) receipt of notification from Fitch, Moody's, S&P and/or DBRS (as applicable) that the ratings for the Covered Bonds described in the relevant Final Terms Document

or Pricing Supplement (as the case may be) have been assigned either without conditions or subject only to the execution and delivery on or before the Issue Date of the agreements contemplated herein;

- (iii) (i) a solvency certificate, dated the Issue Date, of a duly authorised officer of the Issuer in the agreed form; and (ii) a solvency certificate dated the Issue Date of a duly authorised officer of the Seller in the agreed form, in each case addressed to the Managers with a copy to the Bond Trustee;
 - (iv) legal opinions addressed to the Managers dated the Payment Instruction Date in such form and with such contents as the Lead Managers, on behalf of the Managers, may reasonably require from Allen & Overy LLP as to English law and United States law, from Morrison & Foerster LLP as to English and United State Law, in certain cases and from Osler, Hoskin Harcourt LLP as to Canadian law; and
 - (v) comfort letters dated the date hereof and the Payment Instruction Date from the independent auditors of the Issuer in such form and with such content as the Managers may reasonably request; and
- (c) satisfaction of such other conditions precedent as the Lead Managers (on behalf of the Managers) and the Issuer may agree from time to time.

If any of the foregoing conditions is not satisfied on or before the Payment Instruction Date, this Agreement shall terminate on that date and the parties to this Agreement shall be under no further liability arising out of this Agreement (except for any liability of the Issuer in relation to expenses as provided in the agreement referred to in Clause 4 and except for any liability arising before or in relation to termination), provided that the Lead Managers, on behalf of the Managers, may in its discretion waive any of the aforesaid conditions or any part of them.

6. The Lead Managers, on behalf of the Managers, may, by notice to the Issuer and the Guarantor, terminate this Agreement at any time prior to payment of the net purchase money to the Issuer if in the professional opinion of the Lead Managers (after consultation with the Issuer and the Guarantor where practicable) there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the offering or sale of Covered Bonds and, upon notice being given, the parties to this Agreement shall (except for any liability of the Issuer or failing the Issuer, the Guarantor in relation to expenses as provided in the agreement referred to in **Clause 4** of this Agreement and except for any liability arising before or in relation to termination) be released and discharged from their respective obligations under this Agreement.
7. The Issuer and the Guarantor authorise each of the Managers on behalf of the Issuer and the Guarantor to provide copies of, and make oral statements consistent with, the Prospectus and the Final Terms Document or Pricing Supplement (as the case may be) and, where applicable, the Disclosure Documents and such additional written information as the Issuer and/or the Guarantor shall provide to the Managers for the purposes of the Marketing Materials or approve in writing for the Managers to use to actual and potential purchasers of Covered Bonds and confirm that they have given such authorisation to the Managers prior to the date of this Agreement.
8. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. Clause 7 of the Dealership Agreement shall apply to this Agreement as if set out in full herein.

10. 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.

11. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

Please confirm that this letter correctly sets out the arrangements agreed between us.

Yours faithfully,

SIGNED by
BANK OF MONTREAL

)
)

SIGNED by
BMO COVERED BOND GUARANTOR
LIMITED PARTNERSHIP

)
)
)
)

We confirm that this letter correctly sets out the arrangements agreed between us.

For: **[*NAMES OF MANAGERS*]**

By:

APPENDIX 7

OPERATING AND PROCEDURES MEMO

**OPERATING & ADMINISTRATIVE
PROCEDURES MEMORANDUM**

DATED 25 APRIL 2014

BANK OF MONTREAL

(a Canadian chartered Bank)

U.S.\$10,000,000,000

Global Registered Covered Bond Program

unconditionally and irrevocably guaranteed as to payments of interest and principal by

BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP

(a limited partnership established under the laws of the Province of Ontario)

ALLEN & OVERY

Allen & Overy LLP

The aggregate nominal amount of all Covered Bonds outstanding at any time will not, subject as provided below, exceed U.S.\$10,000,000,000 or its equivalent in other currencies at the time of agreement to issue. The Dealership Agreement provides for the increase in the nominal amount of Covered Bonds that may be issued under the Program. In that event, this Procedures Memorandum shall apply to the Program as increased.

The documentation of the Program provides for the issue of Covered Bonds denominated in any currency or currencies as may be agreed between the Issuer, the Guarantor and the relevant Dealer or Lead Manager and being any of:

- Fixed Rate Covered Bonds
- Floating Rate Covered Bonds
- Zero Coupon Covered Bonds
- other forms of Covered Bonds agreed between the relevant Dealer or Lead Manager, the Issuer and the Guarantor.

Exempt Covered Bonds means Covered Bonds which are neither to be admitted to trading on a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Directive 2003/71/EC (the **Prospectus Directive**).

All terms with initial capitals used herein without definition shall have the meanings given to them in the Prospectus dated 22 April 2014 as supplemented or replaced from time to time (the **Prospectus**) or, as the case may be, the Dealership Agreement dated 25 April 2014 between the Issuer, the Guarantor and the Dealers named in it as amended, supplemented, novated or restated from time to time (the **Dealership Agreement**) under which the Issuer may issue Covered Bonds.

As used herein, in relation to any Covered Bonds which are to have a "listing" or be "listed" (i) on the London Stock Exchange, **listing** and **listed** shall be construed to mean that such Covered Bonds have been admitted to the Official List and admitted to trading on the London Stock Exchange's regulated market and (ii) on any other Stock Exchange within the European Economic Area, **listing** and **listed** shall be construed to mean that the Covered Bonds have been admitted to trading on a market within that jurisdiction which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) (**MiFID**). For the avoidance of doubt, Exempt Covered Bonds may not be listed on a regulated market as defined in MiFID.

This Procedures Memorandum applies to Covered Bonds issued on and after 25 April 2014. The procedures set out in Annex 1 may be varied by agreement between the Issuer, the Guarantor, the Agent and the relevant Dealer or the Lead Manager, as the case may be, including to take account of any standardised procedures published by Clearstream, Luxembourg and/or Euroclear (together, the **ICSDs**) and/or the International Capital Markets Services Association and/or the International Capital Market Association. The timings set out in these procedures represent optimum timings to ensure a smooth settlement process. Each of the ICSDs has its own published deadlines for taking certain of the actions described herein (which may be later than the timings described herein). The Issuer, the Guarantor, the Agent, the relevant Dealer or the Lead Manager, as the case may be, and the Common Depositary, or Common Service Provider and Common Safekeeper, as the case may be, may agree to vary the timings described herein subject to compliance with such deadlines.

OPERATING PROCEDURES

Dealers must confirm all trades directly with the Issuer, the Guarantor and the Agent. By not later than 12.00 p.m. (London time) on the London Business Day preceding each proposed Issue Date, the Issuer shall deliver or cause to be delivered to the Bond Trustee a copy of the applicable Final Terms or, in the case of Exempt Covered Bonds, the applicable Pricing Supplement and drafts of all legal opinions to be given in relation to the relevant issue.

1. RESPONSIBILITIES OF THE AGENT

The Agent will, in addition to the responsibilities in relation to settlement described in Annex 1, be responsible for the following:

- (a) only in the case the Agent is also appointed as the relevant Listing Agent, in the case of Covered Bonds which are to be listed on a Stock Exchange, distributing to the Stock Exchange and any other relevant authority the number of copies of the applicable Final Terms or, in the case of Exempt Covered Bonds, the applicable Pricing Supplement required by the Stock Exchange and such other relevant authority upon instruction from the Issuer;
- (b) only in the case the Agent is also appointed as the relevant Listing Agent, in the case of Covered Bonds which are to be listed on a Stock Exchange, immediately notifying the Issuer and the relevant Dealer if at any time the Agent is notified by the Listing Agent (if there is one) or the Stock Exchange that the listing of a Tranche of Covered Bonds has been refused or otherwise will not take place (but it is noted that listing is the responsibility of the Issuer); and
- (c) determining the end of the Distribution Compliance Period in respect of a Tranche in accordance with the Agency Agreement. The Agent shall upon determining the end of the Distribution Compliance Period in respect of any Tranche notify the Issuer, the Guarantor the Bond Trustee, the ICSDs and the relevant Dealer or Lead Manager, as the case may be.

2. RESPONSIBILITIES OF EACH DEALER/LEAD MANAGER

- (a) Each Dealer/Lead Manager will confirm the terms of a Tranche and agree with the Issuer and the Guarantor Final Terms (substantially in the form of Annex 3 Part 1 in respect of each Tranche of Covered Bonds issued with a denomination of at least Euro 100,000 (or its equivalent in another currency)) or in respect of each Tranche of Exempt Covered Bonds, the Pricing Supplement (substantially in the form of Annex 3Part 2 giving details of each Tranche of Covered Bonds to be issued.
- (b) In the case of an issue closed on a non-syndicated basis, each Dealer which agrees to purchase Covered Bonds from the Issuer will be responsible for notifying the Agent upon completion of the distribution of the Covered Bonds of each Tranche purchased by that Dealer. In the case of an issue of Covered Bonds closed on a syndicated basis, the Lead Manager will be responsible for notifying the Agent upon completion of the distribution of the Covered Bonds of such issue.

3. SETTLEMENT

The settlement procedures set out in Annex 1 shall apply to each issue of Covered Bonds (Part 1 in the case of issues closed on a non-syndicated basis and, Part 2 in the case of issues closed on a syndicated basis, in each case whether or not subscribed under a Subscription Agreement), unless otherwise agreed between the Issuer, the Guarantor, the Agent and the relevant Dealer or the Lead Manager, as the case may be. With issues of Covered Bonds to be listed on a Stock Exchange other

than the London Stock Exchange more time may be required to comply with the relevant Stock Exchange's or any other relevant authority's listing requirements.

A Trading Desk and Administrative Contact List is set out in Annex 4.

ANNEX 1

PART 1

SETTLEMENT PROCEDURES FOR ISSUES CLOSED ON A NON-SYNDICATED BASIS

The procedures set out below in this Part 1 and in Part 2 have been discussed and agreed by the ICSDs, representatives of ICMA and representatives of ICMSA. It is recommended that these procedures are adopted without material amendment to facilitate standardisation in the market and a smooth closing procedure.

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Day	London time	Action
No later than Issue Date minus 3	2.00 p.m.	The Issuer and the Guarantor may agree terms with one or more of the Dealers for the issue and purchase of Covered Bonds (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer or Guarantor). The relevant Dealer instructs the Agent to obtain a common code and ISIN or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.
Issue Date minus 2	5.00 p.m.	<p>If a Dealer has reached agreement with the Issuer and/or the Guarantor by telephone, the Dealer confirms the terms of the agreement to the Issuer and the Guarantor by electronic communication (substantially in the form set out in Annex 2) attaching a copy of the applicable Final Terms (substantially in the form set out in Annex 3 Part 1 or in the case of Exempt Covered Bonds, the applicable Pricing Supplement (substantially in the form set out in Annex 3 Part 2) as the case may be). The Dealer sends a copy of that electronic communication to the Agent for information.</p> <p>The Issuer and the Guarantor each confirms its agreement to the terms on which the issue of Covered Bonds is to be made (including the form of the Final Terms or Pricing Supplement, as the case may be) by signing and returning a copy of the Final Terms or Pricing Supplement, as the case may be, to the relevant Dealer and the Agent. In relation to Covered Bonds other than Exempt Covered Bonds, the Issuer should also sign and return to the Agent a confirmation stating whether the Covered Bonds are intended to be held in a manner which would allow Eurosystem eligibility. The Issuer also sends a copy of the signed Final Terms or the signed Pricing Supplement, as the case may be, to the Bond Trustee. The details set out in the signed Final Terms or the signed Pricing Supplement, as the case may be, shall be conclusive evidence of the agreement (save in the case of manifest error) and shall be binding on the parties accordingly. The Issuer also confirms its instructions to the Agent (including, in the case of Floating Rate Covered Bonds, for the purposes of</p>

Day	London time	Action
		<p>rate fixing) to carry out the duties to be carried out by the Agent under these Settlement Procedures and the Agency Agreement including preparing and authenticating either (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms or the applicable Pricing Supplement, as the case may be, do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, a Permanent Global Covered Bond, in each case giving details of the Covered Bonds.</p> <p>In relation to Covered Bonds other than Exempt Covered Bonds, when submitting Final Terms to the ICSDs, the Agent should also send the Issuer's confirmation (referred to above) stating whether the Covered Bonds are intended to be held in a manner which would allow Eurosystem eligibility.</p> <p>In the case of Floating Rate Covered Bonds, the Agent notifies the ICSDs, the Issuer, the Guarantor (if applicable) the relevant Stock Exchange and any other relevant authority and the relevant Dealer of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
No later than Issue Date minus 1	2.00 p.m.	<p>In the case of Covered Bonds which are to be listed on a Stock Exchange or publicly offered in a European Economic Area Member State, the Agent (but only where it is also appointed as the relevant Listing Agent) or the Issuer also notifies the Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Covered Bonds to be issued by sending the Final Terms to the Stock Exchange and/or any other relevant authority, as the case may be, upon the Agent (where it is also appointed as the relevant Listing Agent) receiving such instruction from the Issuer.</p>
Issue Date minus 1	10.00 a.m. (for prior day currencies) 12.00 noon (for other currencies)	<p>The relevant Dealer and the Agent give settlement instructions to the relevant ICSD(s) to effect the payment of the purchase price, against delivery of the Covered Bonds, to the Agent's account with the relevant ICSD(s) on the Issue Date.</p> <p>The parties (which for this purpose shall include the Agent) may agree to arrange for "free delivery" to be made through the relevant ICSD(s) if specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, in which case these Settlement Procedures will be amended accordingly.</p>

Day	London time	Action
Issue Date minus 1	ICSD deadlines for the relevant currency	For prior day currencies, the Dealer instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase monies received by it to the account of the Agent previously notified to the Dealer for this purpose.
Issue Date minus 1	3.00 p.m.	<p>The Agent prepares and authenticates a Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms or in the case of Exempt Covered Bonds, the applicable Pricing Supplement.</p> <p>Each Global Covered Bond which is a CGCB is then delivered by the Agent to the Common Depositary. Each Global Covered Bond which is an NGCB is then delivered by the Agent to the Common Safekeeper, together (if applicable) with an effectuation instruction. In the event that the Common Service Provider and the Common Safekeeper are not the same entity, the Agent should also deliver the applicable Final Terms or the applicable Pricing Supplement, as the case may be, to the Common Service Provider.</p> <p>For securities in NGCB form, the Agent then instructs the mark up of the issue outstanding amount of the Global Covered Bond to the ICSDs through the Common Service Provider.</p>
Issue Date minus 1	5.00 p.m.	<p>The conditions precedent in the Dealership Agreement are satisfied and/or waived.</p> <p>In the case of each Global Covered Bond which is an NGCB, the Common Safekeeper confirms deposit and effectuation (if applicable) of the Global Covered Bond to the Agent, the Common Service Provider and the ICSDs.</p>
Issue Date minus 1	6.00 p.m.	<p>In the case of each Global Covered Bond which is a CGCB, the Common Depositary confirms deposit of the Global Covered Bond to the Agent and the ICSDs.</p> <p>In the case of each Global Covered Bond which is an NGCB, the Common Service Provider relays the Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.</p>
Issue Date	According to ICSD settlement procedures	The ICSDs debit and credit accounts in accordance with instructions received from the Agent and the relevant Dealer.
Issue Date	ICSD deadlines for	For non-prior day currencies, the Agent instructs payment for value on the Issue Date the aggregate purchase moneys received

Day	London time	Action
	the relevant currency	by it to the account of the Issuer previously notified to the Agent for the purpose.
Issue Date	5.00 p.m.	The Agent forwards a copy of the signed Final Terms or the signed Pricing Supplement, as the case may be, to each ICSD.
On or subsequent to the Issue Date		<p>The Agent notifies the Issuer and the Guarantor immediately in the event that a Dealer does not pay the purchase price due from it in respect of a Note.</p> <p>The Agent notifies the Issuer and the Guarantor of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented thereby.</p> <p>The Agent (but only where it is appointed as the relevant Listing Agent) or the Issuer notifies the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority upon the Agent (where is also appointed as the relevant Listing Agent) receiving such an instruction from the Issuer.</p> <p>The relevant Dealer promptly notifies the Agent that the distribution of the Covered Bonds purchased by it has been completed. The Agent promptly notifies the Issuer, the Guarantor, the Bond Trustee, the relevant Dealer and the ICSDs of the date of the end of the Distribution Compliance Period with respect to the relevant Tranche of Covered Bonds.</p>

PART 2

SETTLEMENT PROCEDURES FOR ISSUES CLOSED ON A SYNDICATED BASIS

The procedures set out below for the period up to and including "Issue Date minus 2" apply to all syndicated closings whatever the currency concerned. The timing of the procedures to take place thereafter varies by reference to the deadlines imposed by the Agent, the Common Depositary or, as the case may be, the Common Service Provider and the ICSDs for the particular currency concerned and it is not possible to specify all variations in this memorandum.

Accordingly, all parties should contact each other as early as possible in the process to agree the relevant settlement deadlines. In particular, the Agent, the ICSDs and the Common Depositary or, as the case may be, the Common Safekeeper and Common Service Provider should be involved in these discussions.

The procedures and timings set out below to take place on the Issue Date relate to an illustrative syndicated closing of securities denominated in euro. Whilst the procedures will apply to all syndicated closings in whatever currency, the timings will vary significantly and, in many cases, steps will need to be taken on Issue Date minus 1.

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Day	London time	Action
No later than Issue Date minus 3	5.00 p.m.	<p>The Issuer and the Guarantor may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Part 2 includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the Lead Manager) for the issue and purchase of Covered Bonds to be subscribed under a Subscription Agreement (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the Issuer or Guarantor). The Lead Manager may invite other Dealers (new or additional) approved by the Issuer and the Guarantor to join an underwriting syndicate either on the basis of an invitation telex agreed between the Issuer, the Guarantor and the Lead Manager or on the terms of the Final Terms or Pricing Supplement, as the case may be, referred to below and the Subscription Agreement. The Lead Manager and any such Dealers are together referred to as the Managers.</p> <p>The Issuer, the Guarantor and the Lead Manager agree a form of Final Terms (in substantially the form of Annex 3 Part 1 or in respect of each Tranche of Exempt Covered Bonds, a form of Pricing Supplement (in substantially the form of Annex 3 Part 2 as the case may be) which is submitted to the lawyers rendering a legal opinion in connection with the relevant issue for approval. A draft Subscription Agreement (in substantially the form of Appendix 5 to the Dealership Agreement or any other form agreed between the Issuer, the Guarantor and the Lead Manager) is also prepared and agreed. The Subscription Agreement may, if</p>

Day	London time	Action
		<p>so agreed, be called by another name. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and Dealership Agreement to each other Manager which has not previously received those documents if so requested by any such Manager. The Subscription Agreement and the Final Terms or the Pricing Supplement, as the case may be, are agreed and executed and a copy of the Final Terms or the Pricing Supplement, as the case may be, is sent by electronic communication to the Agent which shall act as the Agent's authorisation (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Settlement Procedures and the Agency Agreement including preparing and authenticating (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms or the applicable Pricing Supplement, as the case may be, do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms or the applicable Pricing Supplement, as the case may be, a Permanent Global Covered Bond, in each case giving details of the Covered Bonds. In relation to Covered Bonds other than Exempt Covered Bonds, the Final Terms sent to the Agent should be accompanied by a confirmation from the Issuer stating whether the Covered Bonds are to be held in a manner which would allow Eurosystem eligibility. The Agent forwards a copy of the signed Final Terms or the signed Pricing Supplement, as the case may be, to the Common Depositary or the Common Service Provider, as the case may be and, in relation to Covered Bonds other than Exempt Covered Bonds, the Issuer's confirmation (referred to above) stating whether the Covered Bonds are intended to be held in a manner which would allow Eurosystem eligibility to the ICSDs.</p> <p>The Lead Manager instructs the Agent to obtain a common code and ISIN or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.</p> <p>The Lead Manager delivers its allotment list to each of the ICSDs.</p>
Issue Date minus 2	2.00 p.m.	<p>In the case of Covered Bonds which are to be listed on a Stock Exchange or publicly offered in a European Economic Area Member State, the Agent (but only where it is appointed as the relevant Listing Agent) or the Issuer notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the</p>

Day	London time	Action
		Covered Bonds to be issued by sending the Final Terms to the relevant Stock Exchange and/or any other relevant authority, as the case may be upon instruction from the Issuer.
	3.00 p.m.	In the case of Floating Rate Covered Bonds, the Agent notifies the ICSDs the Issuer, the Guarantor (if applicable) the relevant Stock Exchange and any other relevant authority and the Lead Manager of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.
No later than Issue Date minus 2	5.00 p.m.	The Lead Manager provides all necessary payment instructions and contact details to the ICSDs and to the Common Depositary or the Common Service Provider, as the case may be.

The timings set out below relate to a syndicated closing of Covered Bonds denominated in euro only

Issue Date	10.00 a.m.	For securities in NGCB form, the Agent instructs the conditional mark up of the issue outstanding amount of the Global Covered Bond to each ICSD through the Common Service Provider.
	12.00 noon	<p>The Agent prepares and authenticates a Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms or in the case of Exempt Covered Bonds, the applicable Pricing Supplement.</p> <p>Each Global Covered Bond which is a CGCB is then delivered by the Agent to the Common Depositary.</p> <p>Each Global Covered Bond which is an NGCB is then delivered by the Agent to the Common Safekeeper, together with an effectuation instruction, if applicable.</p>
	1.00 p.m.	In the case of each Global Covered Bond which is an NGCB, the Common Safekeeper confirms deposit and effectuation (if applicable) of the Global Covered Bond to the Agent, the Common Service Provider and each ICSD.
	2.30 p.m.	The Lead Manager confirms that all conditions precedent in the Subscription Agreement and the Dealership Agreement have been satisfied and/or waived to the Common Depositary or the Common Service Provider, as the case may be, and, in the case of an issue of NGCBs, authorises the Common Service Provider to relay the Agent's mark up instruction to the ICSDs.
	3.00 p.m.	Payment is released to the Issuer by the Common Service Provider or the Common Depositary, as the case may be.

	5.00 p.m.	<p>In the case of an issue of NGCBs, the Common Service Provider relays the Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.</p> <p>In the case of an issue of CGCBs, the Common Depositary confirms deposit of the Global Covered Bond to the ICSDs.</p>
	According to ICSD settlement procedures	The ICSDs debit and credit accounts in accordance with instructions received from the Lead Manager and the allottees and, in the case of NGCBs, mark up their records appropriately.
On or subsequent to the Issue Date		<p>The Agent notifies the Issuer and the Guarantor of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented thereby.</p> <p>The Agent (but only where it is appointed as the relevant Listing Agent) or the Issuer confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority upon the Agent (where it is also appointed as the relevant Listing Agent) receiving such an instruction from the Issuer.</p>
		The Agent forwards a copy of the signed Final Terms or the signed Pricing Supplement, as the case may be, to each ICSD.

Explanatory Notes to Annex 1

- (a) Each day is a day on which banks and foreign exchange markets are open for business in London, counted in reverse order from the proposed Issue Date.
- (b) The Issue Date must be a Business Day. For the purposes of this Memorandum, **Business Day** means a day which is:
 - (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Toronto, Canada;
 - (ii) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and any other place as is specified in the applicable Final Terms or in the case of Exempt Covered Bonds, the applicable Pricing Supplement, as an Additional Business Centre;
 - (iii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and
 - (iv) a day on which the ICSDs and any other relevant clearing system is open for general business.
- (c) The Final Terms for all Covered Bonds other than Exempt Covered Bonds may only contain terms and information contemplated by the Prospectus and form of Final Terms contained in it. If any additional final terms or information are required in relation to any Covered Bonds which are to be admitted to trading on an EEA regulated market and/or publicly offered in the EEA, it must be considered whether it is appropriate to disclose such terms or information in either (i) a supplement, (ii) a new prospectus for any such issue of Covered Bonds, or (iii) an updated Prospectus. In all such cases, the timings in Part 1 and Part 2 of Annex 1 will change as the relevant authority will need to approve either (i) a supplement, (ii) a new prospectus or (iii) an updated Prospectus.

ANNEX 2

FORM OF DEALER'S CONFIRMATION TO ISSUER FOR ISSUES WITH NO
SUBSCRIPTION AGREEMENT

[Date]

To: [ISSUER]

c.c. [AGENT]

BANK OF MONTREAL

(a Canadian chartered Bank)

U.S.\$10,000,000,000

Global Registered Covered Bond Program

unconditionally and irrevocably guaranteed as to payments of interest and principal by

BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP

(the Program)

[Title of relevant Tranche of Covered Bonds (specifying type of Covered Bonds)]

issued pursuant to the Program

We hereby confirm the agreement for the issue to us of [*describe issue*] Covered Bonds due [] (the **Covered Bonds**) under the above Program pursuant to the terms of issue set out in the [Final Terms][Pricing Supplement] which we are faxing herewith.

[The selling commission in respect of the Covered Bonds will be [] per cent. of the nominal amount of the Covered Bonds and will be deductible from the net proceeds of the issue.]

The Covered Bonds are to be credited to [Euroclear/Clearstream, Luxembourg] account number [] in the name of [*Name of Dealer*].

[*Include any additional selling restriction*]

Please confirm your agreement to the terms of issue by signing and faxing to us a copy of the attached [Final Terms][Pricing Supplement]. Please also fax a copy of the [Final Terms][Pricing Supplement] to the Agent [and the Bond Trustee].

For and on behalf of [*Name of Dealer*]

By:
Authorised signatory

ANNEX 3

PART 1

[FORM OF FINAL TERMS TO BE INSERTED]

PART 2

[FORM OF PRICING SUPPLEMENT TO BE INSERTED]

ANNEX 4

TRADING DESK AND ADMINISTRATIVE INFORMATION

The Issuer

BANK OF MONTREAL

100 King Street West
1 First Canadian Place, 24th Floor
Toronto, Ontario
Canada M5X 1A1

Fax: 416-867-7193
Attention: Muhammad Amir, Senior Manager - Securitization

The Guarantor

BMO COVERED BOND GUARANTOR LIMITED PARTNERSHIP

100 King Street West
Suite 6100, 1 First Canadian Place
Toronto, Ontario
Canada M5X 1B8

Telephone: 416-867-7083
Telefax: 416-867-7193
Attention: Muhammad Amir, Senior Manager - Securitization

The Dealers

BARCLAYS BANK PLC

5 The North Colonnade
Canary Wharf
London E14 4BB

Telephone: +44 (0)20 7773 9098
Telefax: +44 (0)20 7516 7548
Attention: Debt Syndicate

BANK OF MONTREAL, LONDON BRANCH

95 Queen Victoria Street
London EC4V 4HG

Telephone: +44 (0)20 7664 8062
Telefax: +44 (0)20 7664 8109
Attention: New Issue Desk

The Agent

THE BANK OF NEW YORK MELLON

101 Barclay Street Floor 7E
New York, New York 10286
USA

Telephone: 212-815-5587
Attention: Joellen McNamara, Vice President/Client Service Manager

The Bond Trustee

COMPUTERSHARE TRUST COMPANY OF CANADA

11th Floor, North Tower
100 University Avenue
Toronto, Ontario Canada M5J 2Y1

Telephone: (416) 263-9341
Telefax: (416) 981-9777
Attention: Mr. Sean Pigott

SIGNATORIES

The Issuer

SIGNED By
BANK OF MONTREAL

By: 

Name: *Cathy Cranston*
Title: *Senior Vice-President and Treasurer*

ADDRESS FOR NOTICES:

Bank of Montreal
18th Floor
1 First Canadian Place
100 King Street West
Toronto, ON, M5X 1A1
Facsimile number: +1 416-867-7193
Attention: Senior Manager, Corporate Funding

SIGNED By

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

By: *Chris Hughes*

Name: *Chris Hughes*

Title: *President and Secretary*

ADDRESS FOR NOTICES:

BMO Covered Bond Guarantor Limited Partnership

c/o Bank of Montreal

18th Floor

1 First Canadian Place

100 King Street West

Toronto, ON, M5X 1A1

Facsimile number: +1 416-867-7193

Attention: Senior Manager, Corporate Funding

The Arrangers and Dealers

BARCLAYS CAPITAL INC.

By:

A handwritten signature in black ink, appearing to be 'THB', with a long horizontal flourish extending to the right.

Name:

Travis H. Barnes

Title:

Managing Director

ADDRESS FOR NOTICES:


Barclays Capital Inc
745 Seventh Avenue
New York, New York 10019

BANK OF MONTREAL, LONDON BRANCH

By:



Name: IAN WHITE
Title: VICE PRESIDENT



LISA RODRIGUEZ
MD

ADDRESS FOR NOTICES:

Bank of Montreal, London Branch

95 Queen Victoria Street
London EC4V 4HG
Facsimile: +44 20 7664 8201
Attention: Associate General Counsel, Legal

BMO CAPITAL MARKETS CORP.

By: 

Name: **Brian S. Perman**
Title: **Managing Director**

ADDRESS FOR NOTICES:

BMO Capital Markets Corp.

3 Times Square
New York, New York
Facsimile: (212) 702 1885
Attention: William Felder

BARCLAYS BANK PLC

By: 
Name: **Katherine Harvey**
Title: **Authorised Attorney**

ADDRESS FOR NOTICES:

5 The North Colonnade
Canary Wharf
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