Execution Copy

GUARANTEED INVESTMENT CONTRACT

by and among

FBOC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP

as Guarantor

and

FAIRSTONE BANK OF CANADA

as Cash Manager

and

BANK OF MONTREAL

as GIC Provider

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as Bond Trustee

September 14, 2026

TABLE OF CONTENTS

Section		Page
1.	DEFINITIONS AND INTERPRETATION	2
2.	THE GIC ACCOUNT	6
3.	INTEREST	6
4.	WITHDRAWALS AND DEPOSITS	6
5.	TERMINATION	7
6.	REPRESENTATIONS, WARRANTIES AND COVENANTS	8
7.	ASSIGNMENT	8
8.	AGENCY	9
9.	INFORMATION	9
10.	PAYMENTS	9
11.	NOTICES	9
12.	COUNTERPARTS AND ELECTRONIC EXECUTION	11
13.	THE BOND TRUSTEE	11
14.	Scope of Duties	11
15.	AMENDMENTS, VARIATIONS, AND WAIVERS	12
16.	RELIANCE	12
17.	NON-PETITION	13
18.	GOVERNING LAW	13
19.	SUBMISSION TO JURISDICTION	13
20.	LIABILITY OF LIMITED PARTNERS	13
21.	LANGUAGE	13

GUARANTEED INVESTMENT CONTRACT

THIS GUARANTEED INVESTMENT CONTRACT AGREEMENT (this "**Agreement")** initially made the 14th day of September, 2026.

BY AND AMONG:

(1) FBOC Covered Bond (Legislative) Guarantor Limited Partnership, a limited partnership formed under the laws of the Province of Ontario, whose principal office of the partnership is located at 145 King Street West, Suite 2500, Toronto, Ontario, Canada M5H 1J8 by its managing general partner FBOC Covered Bond (Legislative) GP Inc. (hereinafter the "**Guarantor")**;

(2) Fairstone Bank of Canada (the "**Bank**" or "**Issuer**"), a bank named in Schedule I to the *Bank Act* (Canada), whose executive office is at 145 King Street West, Suite 2300, Toronto, Ontario, Canada M5H 1J8 acting as Cash Manager (hereinafter the **"Cash Manager**");

(3) Bank of Montreal ("**BMO**"), a bank named in Schedule I to the *Bank Act* (Canada), whose head corporate office is at 1 First Canadian Place, 100 King Street West, 18th Floor, Toronto, Ontario, Canada M5X 1A1 acting as GIC Provider (hereinafter the "**GIC Provider")**; and

(4) Computershare Trust Company of Canada, a trust company formed under the laws of Canada, whose registered office is at 320 Bay Street, 14th Floor, Toronto, Ontario, Canada M5H 4A6 acting in its capacity as Bond Trustee (hereinafter the "**Bond Trustee").**

WHEREAS:

(A) As part of the transactions contemplated in the Bank's Global Legislative Covered Bond Programme (the "**Programme**"), the Cash Manager has agreed, pursuant to the Cash Management Agreement, to provide Cash Management Services in connection with the business of the Guarantor.

(B) The Cash Management Agreement provides that the Guarantor (or the Cash Manager on its behalf) may invest funds from time to time in interest bearing accounts with BMO, as Account Bank pursuant to and on the terms of the Bank Account Agreement and the GIC Provider has agreed to pay interest on the funds standing to the credit of the Guarantor at specified rates determined in accordance with and pursuant to the terms of this Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms when used in this Agreement shall have the following meanings and terms used in this Agreement and defined in the recitals hereto shall have the meanings given to such terms in such recitals:

"**Account Bank**" means the bank at which the Guarantor Accounts are maintained from time to time being, as at the Programme Date, the Bank of Montreal acting through its main branch situated at 100 King Street West, 1 First Canadian Place, Toronto, Ontario, Canada M5X 1A3, together with any successor Account Bank appointed in accordance with the terms of the Bank Account Agreement;

"**Account Bank Threshold Ratings**" means the threshold ratings A or R-1(low) (in respect of DBRS; provided that, for greater certainty, only one of such ratings from DBRS is required to be at or above such ratings), and A3 and P-1 (in respect of Moody's), as applicable, of the unsecured, unsubordinated and unguaranteed debt obligations rating (in the case of DBRS) or the deposit rating (in the case of Moody's), in each case, of the Account Bank or the GIC Provider, as applicable, by the applicable Rating Agencies;

"**Affiliate**" means any Person which is for the time being an affiliate (within the meaning of the Bank Act or the *Canada Business Corporations Act*, as applicable);

"**Bank Account Agreement**" means the bank account agreement entered into on the Programme Date by and among the Guarantor, the Account Bank, the Cash Manager and the Bond Trustee (as amended and/or restated and/or supplemented from time to time);

"**Calculation Date**" means the last Canadian Business Day of each month;

"**Canadian Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Toronto;

"**Cash Management Agreement**" means the cash management agreement entered into on the Programme Date, by and among the Guarantor, the Bank, in its capacity as the Cash Manager, and the Bond Trustee (as amended and/or restated and/or supplemented from time to time);

"**Cash Management Services**" means the services provided by the Cash Manager set out in the Cash Management Agreement and the Schedules annexed thereto and forming part of the Cash Management Agreement;

"**CMHC**" means Canada Mortgage and Housing Corporation, a Canadian federal Crown corporation and its successors responsible for administering the Covered Bond Legislative Framework;

"**CMHC Guide**" means the *Canadian Registered Covered Bond Programs Guide*, published by CMHC and dated July 2025, as the same may be amended, varied or supplemented from time to time;

"**Covered Bond**" means a covered bond in registered or definitive form issued pursuant to the Programme;

"**Covered Bond Legislative Framework**" means the legislative framework established by Part I.1 of the *National Housing Act* (Canada);

"**GIC Account**" means the account in the name of the Guarantor to be opened and held with the Account Bank and maintained subject to the terms of this Agreement, the Bank Account Agreement and subject to the security interest granted by the Guarantor in the Security Agreement and includes such additional or replacement Guarantor Account(s) as may be put in place for the Guarantor with the prior written consent of the Bond Trustee and designated as such;

"**GIC Balance**" means, on any day the amount standing to the credit of the GIC Account as at the opening of business on such day;

"**GIC Provider's Prime Rate**" means the rate of interest per annum publicly announced from time to time by the GIC Provider as its prime rate in effect at its main branch in Toronto for commercial loans made by it in Canada in Canadian Dollars with each change in such rate being effective from and including the date such change is publicly announced as being effective;

"**GIC Rate**" means the rate of interest accruing on the balance standing to the credit of the GIC Account being a variable rate determined as the percentage discount agreed to by the Guarantor (or the Cash Manager on its behalf) and the GIC Provider from time to time, to the GIC Provider's Prime Rate, provided, however, that in no event shall such rate be less than 0.00%. For greater certainty, any change in the GIC Rate as a result of a change in the GIC Provider's Prime Rate or otherwise mutually agreed to by the Guarantor (or the Cash Manager on its behalf) and the GIC Provider in accordance with the foregoing shall not constitute an amendment to, or a modification or variation of, this Agreement;

"**Guarantor Acceleration Notice**" means a notice in writing from the Bond Trustee to the Issuer and the Guarantor, that each Covered Bond of each series is immediately due and repayable and that all amounts payable by the Guarantor in respect of its guarantee shall thereupon immediately become due and payable;

"**Guarantor Accounts**" means the GIC Account and the Transaction Account and such other accounts as may be maintained by the Account Bank for the Guarantor pursuant to agreements between, *inter alia*, the Guarantor and the Account Bank and the GIC Provider;

"**Guarantor Agreement**" means the limited partnership agreement in respect of the Guarantor entered into on the Programme Date by and among FBOC Covered Bond (Legislative) GP Inc., as the managing general partner, FBOC Covered Bond (Legislative) LGP Inc., as the liquidation general partner, the Bank, as limited partner, the Bond Trustee and any other parties who accede thereto in accordance with its terms, as the same may be amended, varied, supplemented, restated or extended from time to time;

"**Guarantor Payment Date**" means the 17th day of each month or if not a Canadian Business Day the next following Canadian Business Day;

"**Material Adverse Effect**" means an effect that is materially adverse to the ability of the GIC Provider to perform its obligations under this Agreement;

"**OSFI**" means the Office of the Superintendent of Financial Institutions;

"**Person**" or "**person**" means a reference to any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, limited liability company, unlimited liability company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, government or governmental authority or entity, however designated or constituted;

"**Programme Date**" means September 14, 2026;

"**Rating Agency**" means any one of Moody's Ratings and DBRS Limited, to the extent that at the relevant time they provide ratings in respect of the then outstanding Covered Bonds, or their successors or any other credit rating agency that the Issuer may in the future designate to provide ratings in respect of the Covered Bonds and "**Rating Agencies**" means more than one Rating Agency;

"**Rating Agency Condition**" means a confirmation by the Rating Agencies that the then current ratings of all series of Covered Bonds then outstanding will not be downgraded or withdrawn as a result of the relevant event or matter;

"**Secured Creditors**" means, *inter alia*, the Bond Trustee (in its own capacity and on behalf of the holders of the Covered Bonds), the holders of the Covered Bonds, the Account Bank, the GIC Provider, the Cash Manager and any other person which becomes a secured creditor from time to time pursuant to the terms of the Security Agreement except, pursuant to the terms of the Guarantor Agreement, to the extent and for so long as such person is a limited partner;

"**Security Agreement**" means the general security agreement entered into on the Programme Date, by and among, *inter alia*, the Guarantor and the Bond Trustee for itself and the benefit of secured creditors of the Guarantor, as the same may be amended, varied, supplemented, restated or extended from time to time;

"**Transaction Account**" means the account in the name of the Guarantor to be opened and held with the Account Bank and maintained subject to the terms of this Agreement, the Bank Account Agreement and subject to the security interest granted by the Guarantor in the Security Agreement and includes such additional or replacement Guarantor Account(s) as may be put in place for the Guarantor with the prior written consent of the Bond Trustee and designated as such; and

"**Trust Deed**" means the trust deed dated September 14, 2026, between, *inter alia*, the Bond Trustee, the Bank and the Guarantor entered into in respect of the Programme, as the same may be amended, varied, supplemented, restated or extended from time to time.

1.2 In this Agreement:

(a) words denoting the singular number only shall include the plural and vice versa;

(b) words denoting one gender only shall include the other genders;

(c) words “including” and “includes” mean “including (or includes) without limitation”;

(d) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and if the last day of any such period is not a Canadian Business Day, such period will end on the next Canadian Business Day;

(e) when calculating the period of time “within” which or “following” which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation and if the last day of any period is not a Canadian Business Day, such period will end on the next Canadian Business Day unless otherwise expressly stated;

(f) references to any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such re-enactment;

(g) references to any agreement or other document shall be deemed also to refer to such agreement or document as amended, restated, varied, supplemented or novated from time to time;

(h) the inclusion of a table of contents, the division into Articles, Sections, clauses, paragraphs and schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation;

(i) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted to the extent such amendment or re-enactment is substantially to the same effect as such statute on the date hereof;

(j) reference to a time of day shall be construed as a reference to Toronto time unless the context requires otherwise and a “**month**” is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month save that, where any such period would otherwise end on a day which is not a Canadian Business Day, it shall end on the next Canadian Business Day, unless that day falls in the calendar month succeeding that in which it would otherwise have ended, in which case it shall end on the preceding Canadian Business Day provided that, if a period starts on the last Canadian Business Day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Canadian Business Day in that later month (and references to “**months**” shall be construed accordingly); and

(k) references to any person shall include references to such person's heirs, executors, personal administrators, successors, permitted assigns and transferees, as applicable, and any person deriving title under or through such person.

2. THE GIC ACCOUNT

The GIC Provider confirms that (on the instructions of the Guarantor (or the Cash Manager on its behalf)) the GIC Account has been opened in its books in the name of the Guarantor, and it agrees to accept on deposit in the GIC Account all monies transferred, from time to time, to the GIC Account, subject to and upon the terms of this Agreement, the Bank Account Agreement, the Cash Management Agreement and the Security Agreement. To the extent of any conflict between an instruction of the Guarantor or the Cash Manager (on behalf of the Guarantor), the instruction of the Guarantor shall prevail.

3. INTEREST

3.1 Interest shall accrue and be calculated daily on the GIC Balance and shall be paid monthly in arrears on each Calculation Date at the GIC Rate by payment for value on the same day to the GIC Account or the Transaction Account.

3.2 On any day on which interest is payable by the GIC Provider under this Agreement, the GIC Provider shall pay the amount of interest then due in immediately available, freely transferable, cleared funds by no later than the close of business (Toronto time) on that day (or if such day is not a Canadian Business Day, the next succeeding Canadian Business Day).

3.3 In the event that a Guarantor Acceleration Notice is served on the Guarantor, then, on the Calculation Date for the month in which such Guarantor Acceleration Notice is served, the GIC Provider shall pay to the Bond Trustee the aggregate of all interest accrued on the GIC Account on each day during such month up to (but excluding) the date of such Guarantor Acceleration Notice. As and from the date of such Guarantor Acceleration Notice, the GIC Provider shall comply with the directions of the Bond Trustee in relation to the GIC Account.

3.4 The GIC Provider has no duty to question or inquire as to whether or not the Bond Trustee is entitled to issue a Guarantor Acceleration Notice and the GIC Provider will not have any duty to inquire whether or not the Bond Trustee is entitled to give, and has no duty to question, instructions, certificates or notices pursuant to any of the provisions of this Agreement or any other agreement. Any instructions, certificates or notices given by the Bond Trustee following receipt by the GIC Provider of a Guarantor Acceleration Notice will be conclusive authority for the GIC Provider to act in accordance with the instructions, certificates or notices whether or not the Bond Trustee is acting in good faith. The GIC Provider is not obliged or required to monitor any requirements or obligations of the Bond Trustee, the Guarantor or the Cash Manager pursuant to this Agreement or any of their obligations under any other agreement or the CMHC Guide.

4. WITHDRAWALS AND DEPOSITS

4.1 Subject always to the provisions of the Cash Management Agreement, the Bank Account Agreement, the Security Agreement and Section 3.3 above, the Guarantor (or

the Cash Manager on its behalf) may on any Canadian Business Day give notice to the GIC Provider that it wishes to withdraw on such date all or part of the GIC Balance from the GIC Account and the GIC Provider shall comply with such notice and pay the amount specified in such notice to the account specified therein, provided that if any such notice is received after 12 noon (Toronto time) on any Canadian Business Day (or any day that is not a Canadian Business Day) it shall be deemed to have been received at the opening of business on the next following Canadian Business Day.

4.2 The Guarantor (or the Cash Manager on its behalf) may deposit, or procure the deposit of, sums in the GIC Account, to the extent permitted by the terms of the Cash Management Agreement, the Bank Account Agreement and the Security Agreement, and the GIC Provider agrees to accept and credit to the GIC Account such sums in accordance with the other terms hereof.

5. TERMINATION

5.1 This Agreement shall terminate under each of the following circumstances:

(a) following termination of the Bank Account Agreement and/or closing of the GIC Account in accordance with the Bank Account Agreement, the Guarantor or the Bond Trustee shall terminate this Agreement by serving a written notice of termination on the GIC Provider;

(b) if the GIC Provider breaches its obligations under this Agreement (including the representations, warranties and covenants contained in Section 6.1) and such breach is not remedied within 30 days receipt of notice and the Guarantor delivers notice terminating this Agreement; or

(c) the ratings of the GIC Provider by the Rating Agencies cease to be above the Account Bank Threshold Ratings and the Guarantor delivers notice terminating this Agreement.

5.2 This GIC Provider may terminate this Agreement at any time on giving not less than three months' prior written notice thereof ending on any Canadian Business Day which does not fall on a Calculation Date or less than ten (10) Canadian Business Days before a Calculation Date to each of the other parties hereto provided that such termination shall not take effect (i) until a replacement GIC Provider with ratings by the Rating Agencies equal to or greater than the Account Bank Threshold Ratings has entered into an agreement in form and substance similar to this Agreement; and (ii) the Rating Agency Condition has been satisfied in respect thereof. Notwithstanding the foregoing, nothing in this Agreement shall prevent the GIC Provider from terminating this Agreement with a shorter notice period if required by applicable law, or immediately if the GIC Provider determines, in its sole discretion, that there has been or may have been a violation of any applicable sanctions laws or anti-money laundering laws. For greater certainty, the GIC Provider shall not be responsible for any costs or expenses occasioned by such termination and cessation. In the event of such termination and cessation the GIC Provider shall assist the other parties hereto to effect an orderly transition of the arrangements documented hereby.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 The GIC Provider represents, warrants and covenants to the Guarantor and the Bond Trustee at the date hereof, on each date on which an amount is credited to the GIC Account and on each Guarantor Payment Date, that:

(a) it is a Schedule I Bank existing under the laws of Canada and duly qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to qualify would not constitute a Material Adverse Effect;

(b) the execution, delivery and performance by the GIC Provider of this Agreement are within the GIC Provider's corporate powers, (ii) have been duly authorized by all necessary corporate action, and (iii) do not contravene or result in a default under or conflict with (1) the charter or by-laws of the GIC Provider, (2) any law, rule or regulation applicable to the GIC Provider, or (3) any order, writ, judgment, award, injunction, decree or contractual obligation binding on or affecting the GIC Provider or its property;

(c) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

(d) it possesses the necessary experience, qualifications, facilities and other resources to perform its responsibilities under this Agreement;

(e) is in regulatory good standing with OSFI;

(f) it is in material compliance with its internal policies and procedures (including risk management policies), if any, relevant to the execution, delivery and performance of this Agreement;

(g) it is in material compliance with all applicable laws, regulations and rules relevant to the execution, delivery and performance of this Agreement; and

(h) it meets or exceeds the minimum standards, if any, prescribed by the Rating Agencies, and meets or exceeds the Account Bank Threshold Ratings.

6.2 The GIC Provider undertakes to notify the Guarantor and the Bond Trustee as soon as reasonably practicable if, at any time during the term of this Agreement, it becomes aware that any of the statements contained in Section 6.1 above ceases to be true, or if the applicable ratings of the GIC Provider fall below the Account Bank Threshold Ratings. The representations, warranties and covenants set out in Section 6.1 above shall survive the signing and delivery of this Agreement.

7. ASSIGNMENT

7.1 Save as otherwise contemplated in this Agreement or the Cash Management Agreement, no party hereto (other than the Bond Trustee) may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Bond Trustee,

and the Rating Agency Condition having been satisfied by the Guarantor (or the Cash Manager on its behalf) in respect of any such assignment or transfer.

7.2 Notwithstanding the provisions of Section 7.1 above, the parties hereto acknowledge that the Guarantor may assign all its rights, title and interest in this Agreement to the Bond Trustee, for the benefit of the Secured Creditors, in accordance with and pursuant to the terms of the Security Agreement.

8. AGENCY

The GIC Provider agrees and confirms that, unless the GIC Provider is otherwise notified by the Guarantor or the Bond Trustee in accordance with the terms of this Agreement, the Cash Manager, as agent of the Guarantor, may act on behalf of the Guarantor under this Agreement, provided that, in accordance with Section 2, to the extent of any conflict between an instruction of the Guarantor or the Cash Manager (on behalf of the Guarantor), the instruction of the Guarantor shall prevail.

9. INFORMATION

The GIC Provider shall provide to the Bond Trustee or the Guarantor (or the Cash Manager on its behalf), or procure the provision to the Bond Trustee or the Guarantor of, such information and evidence in respect of any dealing between the Guarantor and the GIC Provider or otherwise under or in relation to this Agreement as the Bond Trustee or the Guarantor may reasonably request and the Guarantor hereby waives any right or duty of confidentiality which it may have or which may be owed to it by the GIC Provider in respect of the disclosure of such information and evidence pursuant to this Section 9.

10. PAYMENTS

The parties agree that payments required to be made hereunder shall be made in accordance with Section 2 of the Bank Account Agreement.

11. NOTICES

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by prepaid first class mail to the registered office of such person set forth above unless an alternative address is provided below, in which case delivery shall be to the address provided below, or by electronic mail to the email address set forth below, as applicable:

(a) in the case of the Guarantor, to:

FBOC Covered Bond (Legislative) Guarantor Limited Partnership
145 King Street West, Suite 2500
Toronto, Ontario
Canada M5H 1J8

Attention: Peter Walker, Senior VP and Treasurer
Ramana Kovvali, VP, Capital Markets
Email: [redacted]

with a copy to:

Attention: Heather Lee, Chief Legal Officer and Corporate Secretary
Email: [redacted]

(b) in the case of the Cash Manager, to:

Fairstone Bank of Canada
145 King Street West, Suite 2500
Toronto, Ontario
Canada M5H 1J8

Attention: Peter Walker, Senior VP and Treasurer
Ramana Kovvali, VP, Capital Markets
Email: [redacted]

with a copy to:

Attention: Heather Lee, Chief Legal Officer and Corporate Secretary
Email: [redacted]

(c) in the case of the GIC Provider, to:

BMO Commercial Bank
100 King Street West
4th Floor
Toronto, Ontario,
Canada M5X 1A1

Attention: [redacted]

Email: [redacted]

(d) in the case of the Bond Trustee, to:

Computershare Trust Company of Canada
320 Bay Street
14th Floor
Toronto, Ontario
Canada M5H 4A6

Attention: Manager, Corporate Trust
Email: [redacted]

Any such communication will be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Canadian Business Day and such delivery was made prior to noon (Toronto time) and otherwise on the next Canadian Business Day, (ii) in the case of first class post, when it would be received in

the ordinary course of the post or (iii) if transmitted by electronic communication (email), on the Canadian Business Day following the date of transmission provided the transmitter receives a confirmation of successful transmission / does not receive a notification of failed transmission.

Any party may change its address for notice, or facsimile contact information for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address, or facsimile contact information, as applicable.

12. COUNTERPARTS AND ELECTRONIC EXECUTION

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

13. THE BOND TRUSTEE

13.1 If there is any change in the identity of the Bond Trustee, the Guarantor, the Cash Manager and the GIC Provider shall execute such documents and take such action as the successor Bond Trustee and the outgoing Bond Trustee may reasonably require for the purpose of vesting in the successor Bond Trustee the rights and obligations of the outgoing Bond Trustee under this Agreement.

13.2 It is hereby acknowledged and agreed that by its execution of this Agreement the Bond Trustee shall not assume or have any of the obligations or liabilities of the Guarantor, the Cash Manager or the GIC Provider under this Agreement and that the Bond Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Section 14. For the avoidance of doubt, the Guarantor acknowledges that the rights and obligations of the Bond Trustee are governed by the Trust Deed and the Security Agreement. Any liberty or right which may be exercised or determination which may be made under this Agreement by the Bond Trustee may be exercised or made in the Bond Trustee's absolute discretion without any obligation to give reasons therefore and the Bond Trustee shall not be responsible for any liability occasioned by so acting if acting in accordance with the terms of the Trust Deed and the Security Agreement, but without prejudice to the obligation of the Bond Trustee to act reasonably.

14. SCOPE OF DUTIES

The GIC Provider undertakes to perform only such duties as are expressly set forth in this Agreement (including any duties hereunder in respect of its capacity as GIC Provider) and to deal with the GIC Account with the degree of skill and care that the GIC Provider accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, the parties agree that the GIC Provider shall not be liable for any action taken by it or any of its directors, officers, employees or other agents in accordance with this Agreement except for any

breach of this Agreement, or for its or their own gross negligence or wilful misconduct. In no event shall the GIC Provider be liable for losses or delays resulting from force majeure, computer malfunctions, interruption of communication facilities or other causes beyond the GIC Provider's control or for indirect or consequential damages.

15. AMENDMENTS, VARIATIONS, AND WAIVERS

15.1 Any amendment, modification or variation to this Agreement or waiver of rights under this Agreement requires the prior written consent of the GIC Provider and subject to Section 8.02 of the Security Agreement, any amendment, modification or variation to this Agreement or waiver of rights under this Agreement will also require the prior written consent of each other party to this Agreement.

15.2 Subject to the following sentence, each proposed amendment, modification, variation or waiver of rights under this Agreement that is considered by the Guarantor to be a material amendment, modification, variation or waiver of rights under this Agreement, shall be subject to satisfaction of the Rating Agency Condition. For certainty, any amendment to (a) the definition of "**Account Bank Threshold Ratings**" that (i) lowers the ratings specified therein, or (ii) changes the applicable rating type, in each case as provided for in this Agreement, or (b) the consequences of breaching an Account Bank Threshold Ratings, or changing the applicable rating type, provided for in this Agreement that makes such consequences less onerous, shall, with respect to each affected Rating Agency only, be deemed to be a material amendment and shall be subject to confirmation of the satisfaction of the Rating Agency Condition from each affected Rating Agency. The Guarantor (or the Cash Manager on its behalf) shall deliver notice to the Rating Agencies from time to time of any amendment, modification, variation or waiver of rights under this Agreement for which satisfaction of the Rating Agency Condition is not required, provided that failure to deliver such notice shall not constitute a breach of the obligations of the Guarantor under this Agreement.

15.3 For greater certainty, the rights under this Agreement may only be amended, modified, varied or waived by written agreement between the parties hereto and any failure or delay by a party hereto in enforcing, or insisting upon strict performance of, any provision of this Agreement will not be considered to be a waiver, amendment, modification or variation of such provision or in any way affect the validity or enforceability of this Agreement.

16. RELIANCE

The GIC Provider shall not incur any liability in its capacity as the GIC Provider for acting or refraining from acting in good faith in reliance upon, any written notice or direction from or action by the Guarantor (or the Cash Manager on its behalf), including in respect of the making of any deposit or delivery of any notice or direction, and shall have no responsibility for determining whether any such action, notice or direction complies with the Cash Management Agreement, the Bank Account Agreement, the Security

Agreement or any other agreement relating to the Programme whether or not the GIC Provider is a party thereto.

17. NON-PETITION

The Cash Manager and GIC Provider agree that they shall not institute or join any other Person or entity in instituting against, or with respect to, the Guarantor, or any of the general partners of the Guarantor, any bankruptcy or insolvency event so long as any Covered Bonds issued by the Issuer under the Programme shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such Covered Bonds shall have been outstanding. The foregoing provision shall survive the termination of this Agreement by any of the parties hereto.

18. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles.

19. SUBMISSION TO JURISDICTION

Each party to this Agreement hereby irrevocably submits to the non-exclusive jurisdiction of the Ontario courts in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the Ontario courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

20. LIABILITY OF LIMITED PARTNERS

FBOC Covered Bond (Legislative) Guarantor Limited Partnership is a limited partnership formed under the *Limited Partnerships Act* (Ontario), a limited partner of which is, except as expressly required by law, only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed or agreed to contribute to its capital.

21. LANGUAGE

The parties hereto confirm that it is their wish that this Agreement and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous les avis, s'y rapportant soient rédigés en langue anglaise*.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first before written.

FBOC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, by its managing general partner FBOC COVERED BOND (LEGISLATIVE) GP INC.

Per: *"Peter Walker"*

Name: Peter Walker

Title: Senior Vice President, Treasurer

Per: *"Ramana Kovvali"*

Name: Ramana Kovvali

Title: Vice President, Capital Markets

FAIRSTONE BANK OF CANADA

Per: *"Peter Walker"*

Name: Peter Walker

Title: SVP, Treasurer

Per: *"Ramana Kovvali"*

Name: Ramana Kovvali

Title: VP, Capital Markets

BANK OF MONTREAL

Per: *"Britney Whitfield"*

Name: Britney Whitfield

Title: Documentation Manager, Capital Markets

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: *"Lateefah Akinde"*

Name: Lateefah Akinde

Title: Corporate Trust Officer

Per: *"Stanley Kwan"*

Name: Stanley Kwan

Title: Associate Trust Officer