SUBSERVICING AGREEMENT

by and among

HOME TRUST COMPANY,

a trust company formed under the laws of Canada pursuant to the *Trust and Loan Companies Act* (Canada)

as Subservicer

and

FAIRSTONE BANK OF CANADA,

a bank named in Schedule I to the *Bank Act* (Canada)

as Seller, Servicer and Cash Manager

and

FBOC COVERED BOND (LEGISLATIVE) GUARANTOR

LIMITED PARTNERSHIP

a limited partnership formed under the laws of the Province of Ontario

as Guarantor

and

COMPUTERSHARE TRUST COMPANY OF CANADA

a trust company formed under the laws of Canada pursuant to the *Trust and Loan Companies Act* (Canada)

as Bond Trustee

September 14, 2026

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SUBSERVICING AGREEMENT

THIS SUBSERVICING AGREEMENT (this "**Agreement**") is made as of this 14th day of September, 2026.

BY AND AMONG:

HOME TRUST COMPANY, a trust company formed under the laws of Canada pursuant to the *Trust and Loan Companies Act* (Canada), as Subservicer (the "**Subservicer**")

-and -

FAIRSTONE BANK OF CANADA, a bank named in Schedule I to the *Bank Act* (Canada), in its capacity as Seller (the "**Seller**"), as Servicer (including any successors in such capacity, the "**Servicer**") and as Cash Manager (the "**Cash Manager**")

-and-

FBOC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Ontario, by its managing general partner **FBOC COVERED BOND (LEGISLATIVE) GP INC.** (hereinafter referred to as the "**Guarantor**")

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company formed under the laws of Canada pursuant to the *Trust and Loan Companies Act* (Canada), as the Bond Trustee (hereinafter the "**Bond Trustee**").

WHEREAS:

(A) The Subservicer carries on the business of, *inter alia*, administering mortgage and hypothecary loans secured on residential properties within Canada.

(B) By the Mortgage Sale Agreement, the Seller has agreed to sell the Initial Covered Bond Portfolio of Loans and their Related Security to the Guarantor on a fully serviced basis and to from time to time sell additional Loans and their Related Security to the Guarantor.

(C) In connection with the sale of the Loans and their Related Security on a fully serviced basis, the Servicer has agreed to service the Loans and their Related Security in the Covered Bond Portfolio for the Guarantor on the terms and subject to the conditions contained in the Servicing Agreement.

(D) In connection with the sale of the Loans, the Subservicer has agreed to service, as agent and mandatary of the Servicer, the Relevant Loans (as defined below) and their Related Security in the Covered Bond Portfolio for the Guarantor on the terms and subject to the conditions contained in this Agreement (as the same may be amended and/or restated from time to time).

THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants, representations, agreements and warranties of the parties contained herein and for

other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 The master definitions and construction agreement made among, *inter alia*, the parties to this Agreement as of September 14, 2026 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, 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 shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Section 2 of the Master Definitions and Construction Agreement.

1.2 Save as expressly provided herein, any warranties or undertakings provided under this Agreement are made to each other party to this Agreement.

1.3 In the event that an additional or substitute subservicer, servicer or a New Seller become(s) party to this Agreement references herein to Subservicer, Servicer and Seller, as applicable, shall include such additional or substitute subservicer, servicer or New Seller, as applicable, unless otherwise specified or required by the context in which such terms are used in this Agreement and references to Loans and their Related Security herein shall be deemed to refer in respect of each Subservicer, Servicer or Seller party hereto, to those Loans and their Related Security originated by such Subservicer or sold by such Seller or Servicer to the Guarantor, as the case may be, and not to the Loans and their Related Security originated by any other Subservicer or sold by any other Seller or Servicer to the Guarantor.

ARTICLE 2 - APPOINTMENT OF SUBSERVICER

2.1 Subject to Section 2.3, and until terminated pursuant to Article 9, the Seller (including its capacity as Servicer) hereby appoints and confirms the appointment of the Subservicer, in accordance with Section 3.2 of the Servicing Agreement, as its lawful agent and mandatary on its behalf to service the Loans and their Related Security in the Covered Bond Portfolio which have been originated by one or more of the FBOC Entities, including the Subservicer (the "**Relevant Loans and their Related Security**"), to exercise the rights, powers and discretions of the Servicer, and to perform the duties of the Servicer, including the Services (as defined in the Servicing Agreement), under and in relation to those Relevant Loans and their Related Security. The Subservicer hereby confirms having taken cognizance of each of the Mortgage Sale Agreement and the Servicing Agreement and accepts such appointment on the terms and subject to the conditions of this Agreement. In the consideration thereof, each of the Guarantor and the Bond Trustee consents to the appointment of the Subservicer on the terms of and subject to the conditions of this Agreement.

2.2 For the avoidance of doubt and in connection with the rights, powers and discretions conferred under Section 2.1, during the continuance of its appointment hereunder, the Subservicer shall, subject to the directions and instructions of the Servicer (including, without limitation, the forms and report formats reasonably requested by the Servicer) and the Guarantor and the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things not inconsistent with the sale, transfer and assignment of the Relevant Loans and their Related Security to the Guarantor which it

reasonably considers necessary, convenient or incidental to the servicing of the Relevant Loans and their Related Security or the exercise of such rights, powers and discretions, provided however that none of the Servicer, the Guarantor or its Partners shall be required or obliged at any time to enter into any transaction or to comply with any directions which the Subservicer may give with respect to the operating and financial policies of the Servicer or the Guarantor and the Subservicer hereby acknowledges that all powers to determine such policies (including the determination of whether or not any particular policy is for the benefit of the Guarantor) are, and shall at all times remain, vested in the Guarantor (and its Partners) and none of the provisions of this Agreement shall be construed in a manner inconsistent with this proviso.

2.3 The confirmation of appointment pursuant to Section 2.1 is, with respect to the Subservicer, conditional upon an initial purchase of Relevant Loans and their Related Security by the Guarantor from the Seller having taken place under the Mortgage Sale Agreement and shall take effect upon and from such initial purchase under the Mortgage Sale Agreement automatically without any further action on the part of any person.

2.4 The parties hereto acknowledge that the Subservicer is performing services for and on behalf of the Servicer pursuant to the terms hereof and that to the extent that anything in the Transaction Documents is referred to as being done by the Servicer, such reference is deemed to include a reference to such thing being done by the Subservicer pursuant to the terms hereof until this Agreement is terminated, or until a Subservicer Termination Event occurs.

2.5 The Subservicer hereby acknowledges and agrees that any Loan and Related Security Files (other than with respect to Originator Retained Loans) purchased by the Guarantor under the Mortgage Sale Agreement are and will be held for the benefit of the Guarantor and the Bond Trustee or as the Guarantor and the Bond Trustee shall otherwise direct;

2.6 The Subservicer hereby acknowledges and agrees that any monies held by it or to its order in furtherance of the performance of its duties hereunder are held in trust or as agent and mandatary for the Guarantor (and, with respect to Originator Retained Loans, for the related Originator or a Multiproduct Purchaser) and will be paid forthwith and in any event within five Canadian Business Days as required pursuant to Section 3.2(a)(iii) of the Servicing Agreement and Section 3.2.2 of this Agreement.

ARTICLE 3 - SERVICES AS SUBSERVICER.

3.1 Subject to the terms and conditions of this Agreement, the Subservicer shall, with respect to the Relevant Loans and their Related Security subject to this Agreement, (i) subject to Section 3.2, perform all of the duties and obligations of the Servicer under the Servicing Agreement, including without limitation Section 5.1 thereof, (ii) perform all of the duties and obligations of the Servicer under the Custodial Agreement, and (iii) perform the following additional activities (all services referred to in clauses (i), (ii) and (iii) above being collectively referred to as the "**Services**"):

3.1.1 the Subservicer shall promptly advise the Servicer of all material collection and customer service issues and furnish the Servicer with copies of all written communications regarding such issues between the Subservicer and any Borrower or any third party in connection with the Subservicer's obligations;

3.1.2 reasonably cooperate with the Servicer to facilitate the timely performance of their respective servicing responsibilities;

3.1.3 the Subservicer shall provide the Servicer with such reports and other information (in the Subservicer's possession or to the extent readily obtainable and as reasonably requested by the Servicer) with respect to the servicing of the Relevant Loans and their Related Security by the Subservicer hereunder as the Servicer may reasonably require.

3.2 Notwithstanding the provisions of Section 3.1,

3.2.1 the Services shall not include the performance of the Guarantor Obligation Shortfall Test or the Post Issuer Event of Default Shortfall Test, provided for the avoidance of doubt that determination of the Guarantor Variable Rate chargeable shall be subject to Article 4 of the Servicing Agreement;

3.2.2 all Collections received by the Subservicer in such capacity hereunder shall forthwith upon receipt be remitted by the Subservicer and in any event within five Canadian Business Days (inclusive of any cure periods that may otherwise be applicable) to (A) the Cash Manager prior to a downgrade in the ratings of the Cash Manager by one or more Rating Agencies below the Cash Management Deposit Ratings, (B) the Servicer, prior to a downgrade in the ratings of the Servicer by one or more Rating Agencies below the Servicer Deposit Threshold Ratings, and following any such downgrade, into the GIC Account, or (C) following any such downgrade referred to in (A) or (B) above, or the occurrence of a Covered Bond Guarantee Activation Event, as applicable, into the GIC Account (or, as applicable, the Standby GIC Account) or the Transaction Account (or, as applicable, the Standby Transaction Account) as applicable, in accordance with the provisions of this Agreement, the Cash Management Agreement, the Guarantor Agreement, the Bank Account Agreement (or, as applicable, the Standby Bank Account Agreement) and/or the Security Agreement; provided that, if a Subservicer Event of Default under one or more of Sections 8.1.1 to 8.1.6 occurs, the Subservicer shall remit any such Collections forthwith, and, no later than two Business Days from the Subservicer's receipt thereof; and

3.2.3 for greater clarity, so long as (i) the Subservicer is in compliance with Section 3.2.2 hereof and no Subservicer Termination Event has occurred with respect to the Subservicer and (ii) the Servicer is in compliance with Section 5.4. of the Servicing Agreement and no Servicer Termination Event has occurred, the Guarantor (or the Cash Manager on its behalf) may direct by written direction that all or any Collections collected by the Subservicer on behalf of the Guarantor ("**Directed Collections**") be paid to the Issuer (or as the Issuer may direct by written direction) on the next Guarantor Payment Date as a repayment by the Guarantor of the Intercompany Loan pursuant to the applicable Priority of Payments (which direction by the Issuer may instruct that such Collections be paid to the relevant Originator in respect of amounts owed by the Issuer to such Originator pursuant to the HTC Loan Sale Agreement or the HB Loan Sale Agreement, as the case may be) provided that only that proportion of a Subservicer's Collections may be so directed for payment which, when aggregated with the Directed Collections of the Subservicer, are less than or equal to the sum the Guarantor would otherwise have available to distribute to the Issuer on the next Guarantor Payment Date upon the application of Available

Revenue Receipts and Available Principal Receipts in accordance with the applicable Priorities of Payment.

3.3 The Subservicer agrees that it shall not sub-contract or delegate the performance of all or any of its powers and obligations under this Agreement except to:

3.3.1 any receiver, solicitor, insurance broker, valuer, surveyor, accountant, estate agent, insolvency practitioner, auctioneer, bailiff, sheriff officer, debt counsellor, tracing agent, collection agent, loan administration agent, property management agent, licensed conveyancer, qualified conveyancer or other professional adviser acting as such; or

3.3.2 any locksmith, builder or other contractor acting as such in relation to a Property,

in any such case being a person or persons whom the Subservicer would be willing to appoint in respect of its own mortgage or hypothecary loans in connection with the performance by such Subervicer of any of its obligations or functions or in connection with the exercise of its powers under this Agreement.

3.4 The provisions of Section 3.2(c), 3.2(d) and 3.3 of the Servicing Agreement shall apply to the Subservicer, *mutatis mutandis*.

3.5 The Subservicer hereby represents and warrants to the other parties hereto that as of the date hereof and for so long as it remains as subservicer under this Agreement that it is in compliance of the requirements of Section 3.4.1 of the CMHC Guide as it relates to its role as subservicer.

ARTICLE 4 - SUBSERVICING COMPENSATION.

As Loans and Related Security forming part of the Portfolio Assets have been sold on a fully-serviced basis, the Subservicer shall not be entitled to any servicing fee compensation pursuant to the terms hereof.

ARTICLE 5 - COSTS AND EXPENSES

5.1 The Subservicer hereby acknowledges that the Servicer shall not have any obligation or liability to the Subservicer on account of costs, expenses, disbursements, charges, or fees of the Subservicer, the sole responsibility in that connection being that of the Subservicer.

ARTICLE 6- REPRESENTATIONS, WARRANTIES AND COVENANTS OF SUBSERVICER

6.1 The Subservicer hereby represents, warrants and covenants with and undertakes to the Servicer, the Guarantor and the Bond Trustee, that without prejudice to any of its specific obligations or rights hereunder that it or it will, as applicable:

6.1.1 it possesses the necessary experience, qualifications, facilities and other resources to perform its responsibilities under this Agreement and the other Transaction Documents to which it is a party and it will devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions hereunder;

6.1.2 it will comply with the provisions of, and perform its obligations under, this Agreement, the other Transaction Documents to which it is party and the CMHC Guide, in each case in any capacity;

6.1.3 the unsecured, unsubordinated and unguaranteed debt obligations, and the issuer default rating, of the Subservicer are rated by each of the Rating Agencies at ratings that are at or above the ratings in Section 8.1.5;

6.1.4 it is and will continue to be in good standing with OSFI;

6.1.5 it is and will continue to be in material compliance with its internal policies and procedures relevant to the services to be provided by it pursuant to this Agreement and the other Transaction Documents to which it is a party;

6.1.6 it is and will continue to be in material compliance with all laws, regulations and rules applicable to it in relation to the services provided by it pursuant to this Agreement and the other Transaction Documents to which it is a party;

6.1.7 provide the Services in such manner and with the same level of skill, care and diligence as would a Reasonable and Prudent Mortgage Lender and using that degree of skill and attention that it exercises in managing, servicing, administering, collecting and performing similar functions relating to comparable loans that it services for itself;

6.1.8 comply with any proper directions, orders and instructions which the Servicer may from time to time give to it in accordance with the provisions of this Agreement;

6.1.9 comply with the Security Sharing Agreement;

6.1.10 forthwith notify the Servicer in the case of the occurrence of an Insolvency Event in relation to the Subservicer;

6.1.11 keep in force all licences, approvals, authorizations and consents which may be necessary in connection with the performance of the Services and prepare and submit on a timely basis all necessary applications and requests for any further approval, authorization, consent or licence required in connection with the performance of the Services;

6.1.12 save as otherwise agreed with the Servicer and the Guarantor, provide free of charge to the Servicer and the Guarantor or their respective nominees, office space, facilities, equipment and staff sufficient to enable the Servicer and the Guarantor or their nominees to fulfil their obligations under the Servicing Agreement;

6.1.13 not knowingly fail to comply with any legal requirements in the performance of the Services;

6.1.14 make all payments required to be made by it pursuant to this Agreement on the due date for payment thereof in Canadian dollars in immediately available funds for value on such day without compensation or set-off (including, without limitation, in respect of any fees owed to it) or counterclaim;

6.1.15 forthwith and in any event prior to the next Guarantor Payment Date after becoming aware of any event which may reasonably give rise to an obligation of the Seller to repurchase any Relevant Loan sold to the Guarantor in the Covered Bond Portfolio pursuant to the Mortgage Sale Agreement, notify the Servicer in writing of such event;

6.1.16 comply with all Counterparty (as such term is defined in the CMHC Guide) requirements set out in the CMHC Guide applicable to its role as subservicer pursuant to the terms of this Agreement, and accordingly, will disclose to CMHC all information required of a servicer pursuant to Section 1.4.4 of the CMHC Guide;

6.1.17 comply with the provisions of, and perform its obligations under this Agreement and the applicable provisions of the CMHC Guide and Part I.1 of the National Housing Act (Canada); and

6.1.18 comply with Section 3.7.1, Section 3.7.2 and Section 7.4(c) of the CMHC Guide as if each provision was applicable to it in its role as subservicer.

6.2 The covenants of the Servicer in Section 6.1 shall remain in force until this Agreement is terminated but without prejudice to any right or remedy of the Guarantor, the Bond Trustee, the Servicer and/or the Seller arising from breach of any such covenant prior to the date of termination of this Agreement.

ARTICLE 7 - SERVICES NON-EXCLUSIVE

Nothing in this Agreement shall prevent the Subservicer from rendering or performing services similar to those provided for in this Agreement to or for itself or other persons, firms or companies or from carrying on business similar to or in competition with the business of the Servicer.

ARTICLE 8 - TERMINATION

8.1 If any of the following events (each, a "**Subservicer Termination Event**" and, in relation to the events referred to in Sections 8.1.1 and 8.1.3, a "**Subservicer Event of Default**") shall occur:

8.1.1 default is made by the Subservicer in the payment on the due date of any amount due to the Guarantor or the Servicer and payable by it under this Agreement and such default continues unremedied for a period of three (3) Canadian Business Days after the earlier of the Subservicer becoming aware of such default and receipt by the Subservicer of written notice from the Servicer or the Guarantor requiring the same to be remedied;

8.1.2 default is made by the Subservicer in the performance or observance of its covenants and obligations under Section 3.2.2 at any time that the Servicer's ratings from one or more Rating Agencies fall below the Servicer Deposit Threshold Ratings;

8.1.3 default is made by the Subservicer in the performance or observance of any of its other covenants and obligations under this Agreement or a breach of its representation and warranties in Section 3.4 or any other Transaction Document, which in the reasonable opinion of the Servicer or the Guarantor could reasonably

be expected to have a material adverse effect on the Relevant Loans and Related Security in the aggregate or be materially prejudicial to the interests of the holders of the Covered Bonds and such default continues unremedied within the earlier of ten (10) Canadian Business Days after becoming aware of such default and receipt by the Subservicer of written notice from the Servicer, the Guarantor or the Bond Trustee requiring the same to be remedied;

8.1.4 an Insolvency Event occurs in relation to the Subservicer or any credit support provider in respect of the Subservicer or the merger of the Subservicer without an assumption of the obligations under this Agreement;

8.1.5 a downgrade in the ratings of the unsecured, unguaranteed and unsubordinated debt obligations of the Subservicer below BBB(low) by DBRS;

8.1.6 (i) the Guarantor or (ii) the Servicer, with the consent of the Guarantor, resolves, after due consideration and acting reasonably, and with the consent of the Bond Trustee, in each case, that the appointment of the Subservicer should be terminated; or

8.1.7 a Servicer Termination Event occurs pursuant to the Servicing Agreement,

then (a) the Servicer, or the Guarantor, or the Bond Trustee or (b) the Issuer in respect of a breach of representation or warranty in Section 3.4 or the covenant in Section 6.1.15, (x) may at once or at any time thereafter while such default or Subservicer Termination Event continues, upon written notice to the Subservicer, or, (y) in the case of the occurrence of a Subservicer Termination Event described in Section 8.1.5 above, at any time that the Guarantor is not Independently Controlled and Governed, the Guarantor shall, terminate the Subservicer's rights and obligations as Subservicer under this Agreement, including without limitation for purposes of replacing Home Trust Company as Subservicer by another subservicer. Such termination will become effective upon receipt of such written notice by the Subservicer, and, in respect of such termination by the Guarantor, no claim shall be made against and no amount shall be owing from the Guarantor or the Bond Trustee in favour of the Issuer, the Servicer or the Subservicer related thereto.

8.2 The appointment of the Subservicer under this Agreement may be terminated by the Subservicer upon the expiry of not less than 12 months' notice of termination given by the Subservicer to the Servicer provided that the Servicer consents in writing to such termination.

8.3 On and after termination of the appointment of the Subservicer under this Agreement pursuant to this Article 8, all authority and power of the Subservicer under this Agreement shall be terminated and be of no further effect and the Subservicer shall not thereafter hold itself out in any way as the agent or mandatary of the Servicer pursuant to this Agreement. For greater certainty, any monies received by the Subservicer on behalf of the Servicer following the termination of the Subservicer pursuant to this Article 8 shall be remitted immediately to the Servicer or as the Servicer may direct and shall in the meantime be held by the terminated Subservicer as agent and mandatary for and to the order of the Servicer.

8.4 Upon termination of the appointment of the Subservicer under this Agreement pursuant to this Article 8, the Subservicer shall:

8.4.1 deliver forthwith (if practicable, on the date of receipt by the Subservicer), at the expense of the Subservicer, any monies then held by the Subservicer on behalf of the Servicer and within a reasonable period deliver (and in each case in the meantime hold as agent and mandatary for, and to the order of, the Servicer) to the Servicer or as the Servicer shall direct the Loan Files relating to the Relevant Loans and their Related Security, all books of account, papers, records, registers, correspondence and documents in its possession or under its control relating to the affairs of or belonging to the Servicer or the Guarantor and the Relevant Loans and their Related Security in the Covered Bond Portfolio and any other assets of the Servicer or the Guarantor and prior to delivery thereof cooperate in providing such information and documentation as may be necessary to provide the Services with respect to the Relevant Loans and their Related Security in the Covered Bond Portfolio;

8.4.2 take such further action as the Servicer may reasonably direct at the expense of the Servicer (including in relation to the appointment of a substitute subservicer);

8.4.3 provide all relevant information contained on computer records in the form of magnetic tape, together with details of the layout of the files encoded on such magnetic tapes; and

8.4.4 cooperate and consult with and assist the Servicer and its nominees (which shall, for the avoidance of doubt, include any new subservicer appointed by any of them) for the purposes of explaining the file layouts and the format of the magnetic tapes generally containing such computer records on the computer system of the Servicer or such nominee.

8.5 The Subservicer shall deliver to the Servicer, the Guarantor or the Bond Trustee, as soon as reasonably practicable but in any event within two (2) Canadian Business Days of becoming aware thereof a notice of any Subservicer Termination Event or any event which with the giving of notice or lapse of time or certification would constitute the same. Such notification shall specify which event in Article 8 has occurred and was the cause of such Subservicer Termination Event (or any event which with the giving of notice or lapse of time or certification would constitute a Subservicer Termination Event), a description of such Subservicer Termination Event, and, if relevant, a reference to the provision in this Agreement or the other Transaction Documents which the Subservicer has breached.

8.6 Termination of this Agreement or the appointment of the Subservicer under this Agreement shall be without prejudice to the liabilities of the Servicer to the Subservicer or *vice versa* incurred before the date of such termination. The Subservicer shall have no right of compensation or set-off or any lien in respect of such amounts against amounts held by it on behalf of the Servicer or the Guarantor.

8.7 On termination of the appointment of the Subservicer under the provisions of this Article 8, the Subservicer shall, if so entitled pursuant to the terms of Article 5, be entitled to receive the applicable amounts accrued up to the date of termination, if any, but shall not be entitled to any other compensation, which monies are to be paid on such dates as would have otherwise been applicable. For the avoidance of doubt, such termination shall not affect the Subservicer's rights to receive payment of all amounts (if any) due to it from the Servicer other than under this Agreement.

8.8 Any provision of this Agreement which is stated to continue after termination of the Agreement shall remain in full force and effect notwithstanding termination.

ARTICLE 9 - NOTICE OF TERMINATION OR REPLACEMENT

9.1 The Servicer shall provide notice to CMHC of the termination or resignation of the Subservicer and of the Subservicer's replacement contemporaneously with the earlier of (i) notice of such termination or resignation and replacement to a Rating Agency, (ii) notice of such termination or resignation and replacement being provided to or otherwise made available to Covered Bondholders and (iii) five (5) Canadian Business Days following such termination or resignation and replacement (unless the replacement has yet to be identified at that time, in which case notice of the replacement may be provided no later than ten (10) Canadian Business Days thereafter). Any such notice shall include (if known) the reasons for the termination or resignation of the Servicer, all information relating to the replacement required by the CMHC Guide, evidence of the registration of any such replacement Subservicer to conduct business in the applicable jurisdictions, evidence of any such replacement Subservicer's agreement to be bound by the terms of this Agreement, the Security Sharing Agreement, the Release of Security (as defined in the Security Sharing Agreement), the HTC Mortgage Sale Agreement, the HB Mortgage Sale Agreement, the related Originator Power of Attorney and evidence of the authority of any such replacement Subservicer to become party to such agreements.

ARTICLE 10 - FURTHER ASSURANCE

10.1 The parties hereto agree that they will co-operate fully to do all such further acts and things and execute any further documents as may be necessary or desirable to give full effect to the arrangements contemplated by this Agreement.

10.2 Without prejudice to the generality of Section 10.1, the Servicer shall upon request by the Subservicer forthwith give to the Subservicer such further powers of attorney or other written authorizations, mandates or instruments as are necessary to enable the Subservicer to perform the Services, which powers of attorney or other written authorizations, mandates or instruments shall cease to have any effect upon the occurrence of a Subservicer Termination Event.

10.3 Nothing herein contained shall impose any obligation or liability on the Guarantor to assume or perform any of the obligations of the Servicer hereunder or render it liable for any breach thereof.

ARTICLE 11 - MISCELLANEOUS

The Subservicer agrees that it will not:

11.1 compensate, set-off or purport to compensate or set-off any amount which the Guarantor or the Servicer is or will become obliged to pay to it under any of the Transaction Documents against any amount from time to time standing to the credit of or to be credited to a Guarantor Account or in any other account prior to transfer to a Guarantor Account; or

11.2 make or exercise any claims or demands, any rights of counterclaim or any other similar rights against or withhold payment of any and all sums of money which may at any time and from time to time be standing to the credit of a Guarantor Account.

ARTICLE 12 - CONFIDENTIALITY

12.1 During the continuance of this Agreement or after its termination, each party to this Agreement shall use its reasonable best endeavours not to disclose to any person, firm or company whatsoever any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may exclusively by virtue of being party to the Transaction Documents have become possessed and shall use all reasonable endeavours to prevent any such disclosure as aforesaid, provided however that the provisions of this Article 12 shall not apply:

12.1.1 to any information already known to the relevant party to this Agreement otherwise than as a result of entering into any of the Transaction Documents;

12.1.2 to any information subsequently received by the relevant party to this Agreement which it would otherwise be free to disclose;

12.1.3 to any information which is or becomes public knowledge otherwise than as a result of the conduct of the relevant party to this Agreement;

12.1.4 to any extent that the relevant party to this Agreement is required to disclose the same pursuant to and in accordance with (i) any Transaction Document, (ii) any law or order of any court, (iii) any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other authority (including, without limitation, any official bank examiners or regulators), or (iv) the CMHC Guide and the Covered Bond Legislative Framework;

12.1.5 to the extent that the relevant party to this Agreement needs to disclose the same for determining the existence of, or declaring, a Guarantor Event of Default, a Servicer Termination Event or a Subservicer Termination Event, the protection or enforcement of any of its rights under any of the Transaction Documents or in connection herewith or therewith or for the purpose of discharging, in such manner as it thinks fit, its duties under or in connection with such agreements in each case to such persons as require to be informed of such information for such purposes; or

12.1.6 in relation to any information disclosed to the professional advisers of the relevant party to this Agreement or (in connection with any review of the current ratings of any Covered Bonds issued under the Programme or with a prospective rating of any debt to be issued by Fairstone Bank of Canada) to any credit rating agency or any prospective new servicer.

ARTICLE 13 - 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 facsimile transmission to facsimile number set forth below, as applicable:

13.1 in the case of the Subservicer to:

Home Trust Company
145 King Street W, Suite 2500
Toronto, Ontario
Canada M5H 1J8

Attention: Peter Walker, Senior VP and Treasurer
Ramana Kovvali, VP, Capital Markets

Email: [redacted]

13.2 in the case of Seller and Servicer to:

Fairstone Bank of Canada
145 King Street W, 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]

13.3 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]

13.4 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]

13.5 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 4:00 p.m. (local time in the place of delivery or receipt) 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.

ARTICLE 14 - NO PARTNERSHIP

It is hereby acknowledged and agreed by the parties that nothing in this Agreement shall be construed as giving rise to any partnership between any of the parties.

ARTICLE 15 - ASSIGNMENT

The Subservicer may not assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the Servicer or the Guarantor.

ARTICLE 16 - CHANGE OF BOND TRUSTEE

16.1 If there is any change in the identity of the Bond Trustee in accordance with the Trust Deed, the Subservicer, the Servicer, the Seller and the Guarantor 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 and releasing the outgoing Bond Trustee from its future obligations under this Agreement.

16.2 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 Subservicer, the Servicer, the Seller or the Guarantor 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 Article 18. For the avoidance of doubt, the parties to this Agreement acknowledge that the rights and obligations of the Bond Trustee are governed by the Trust Deed and the Security Agreement and the Security Documents. Any 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 pursuant to Section 18 of the Trust Deed without prejudice to its obligation to act reasonably where so required pursuant to the terms of the Transaction Documents.

ARTICLE 17 - SERVICER TERMINATION

In the event that the Servicer is terminated pursuant to Article 17 of the Servicing Agreement and a replacement or substitute Servicer has not yet been appointed, each of the Guarantor and the Bond Trustee is authorized to execute and deliver, on behalf of the predecessor Servicer, as attorney-in-

fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the continued subservicing of the Loans and their Related Security pursuant to this Agreement.

ARTICLE 18 - AMENDMENTS, VARIATION AND WAIVER

Any amendments to this Agreement will be made only with the prior written consent of the other parties hereto. No waiver of this Agreement shall be effective unless it is in writing and signed by (or by a person duly authorised by) each of the parties. Subject to Section 3.2 of the Master Definitions and Construction Agreement and to the following sentence, each proposed amendment or waiver of this Agreement that is considered by the Guarantor to be a material amendment or waiver shall be subject to satisfaction of the Rating Agency Condition and the Guarantor (or the Cash Manager on its behalf) shall deliver notice to the Rating Agencies of any amendment or waiver which does not require satisfaction of the Rating Agency Condition provided that failure to deliver such notice shall not constitute a breach of the obligations of the Guarantor under this Agreement. For certainty, any amendment to (a) a Ratings Trigger that (x) lowers the ratings specified therein, or (y) changes the applicable rating type, in each case, as provided for in this Agreement, or (b) the consequences of breaching a Ratings Trigger, 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. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

ARTICLE 19 - COUNTERPARTS AND SEVERABILITY

19.1 This Agreement may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

19.2 Where any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Agreement, or of such provision or obligation in any other jurisdiction, shall not be affected or impaired thereby.

ARTICLE 20 - CONSENT TO SECURITY

The parties hereto (i) acknowledge that the Guarantor may assign by way of security, mortgages, charges, hypothecates and pledges and grant a security interest in, all of its rights, title and interest in this Agreement in favour of Computershare Trust Company of Canada for the benefit of the Secured Creditors, including *inter alia* the holders of the Covered Bonds, in accordance with and pursuant to the terms of the Security Agreement and the Security Documents, and (ii) irrevocably consent thereto.

ARTICLE 21 - GOVERNING LAW

21.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the conflict of laws principles thereof).

21.2 Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and by execution and delivery of this Agreement, each party hereto consents to the non-exclusive jurisdiction of those courts. Each party hereto irrevocably waives, to the maximum extent permitted by law, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. Each party hereto waives personal service of any claim, notice of motion or application, summons, complaint or other process, which may be made by any other means permitted by Ontario law.

ARTICLE 22 - 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.

ARTICLE 23 - NON-PETITION

The Seller, the Servicer, the Cash Manager and the Subservicer 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.

ARTICLE 24 - 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 have caused this Agreement to be executed as a deed the day and year first before written.

HOME TRUST COMPANY

Per: *"Peter Walker"*
Name: Peter Walker
Title: SVP, Treasurer

Per: *"Ramana Kovvali"*
Name: Ramana Kovvali
Title: VP, 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

FBOC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, acting 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

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