



## Royal Bank of Canada

(a Canadian chartered bank)

**CHF 75,000,000**

### Second Reopening of 2.25 per cent. Covered Bonds 2011–2021

(the “Covered Bonds”)

The Covered Bonds are issued under the €15,000,000,000 Global Covered Bond Programme (the “Programme”) of Royal Bank of Canada (the “Issuer”) unconditionally and irrevocably guaranteed as to payments by RBC Covered Bond Guarantor Limited Partnership (the “Guarantor LP”). The Covered Bonds are expected to be assigned an “AAA” rating by Standard & Poor’s Credit Market Services Europe Ltd., an “Aaa” rating by Moody’s Investors Service Inc., an “AAA” rating by Fitch, Inc. and an “AAA” rating by DBRS Limited. Full information on the Covered Bonds is only available on the basis of the combination of the prospectus for the Programme dated 6 April 2011 included herein as Annex A (the “Base Prospectus”, which expression shall include the supplement thereto included herein as Annex B), the pricing supplement applicable to the Covered Bonds set forth on page 17 herein (the “Pricing Supplement”) and the terms and conditions of the Covered Bonds set forth on page 58 of the Base Prospectus (the “Conditions”) and any other information contained herein.

<b>Issuer:</b>	Royal Bank of Canada, 4th Floor, South Wing, 1 Place Ville Marie, Montréal, Québec, Canada H3C 3A9
<b>Guarantor LP:</b>	RBC Covered Bond Guarantor Limited Partnership, 155 Wellington Street West, 14th Floor, Toronto, Ontario, Canada M5V 3K7
<b>Issue Price:</b>	The Joint Lead Managers (as defined below) have purchased the Covered Bonds at the price of 103.372 per cent. of the aggregate nominal amount of the Covered Bonds (before commissions and expenses) plus 122 days accrued interest from 21 April 2011 to 23 August 2011.
<b>Placement Price:</b>	According to demand
<b>Form of Covered Bonds:</b>	The Covered Bonds will be represented by a Permanent Global Covered Bond (as defined in the Pricing Supplement). Holders of interests in the Permanent Global Covered Bond do not have the right to request the printing and delivery of Covered Bonds in definitive form.
<b>Denomination:</b>	CHF 5,000 nominal and multiples thereof
<b>Issue Date:</b>	23 August 2011
<b>Final Maturity Date:</b>	21 April 2021
<b>Extended Due for Payment Date:</b>	The interest payment date falling in or nearest to April 2022 as further described in the Pricing Supplement
<b>Early Redemption:</b>	For tax reasons only in accordance with the Conditions
<b>Further Issues:</b>	The Issuer reserves the right to issue further Covered Bonds of this series.
<b>Status:</b>	The Covered Bonds will constitute deposits for purposes of the Bank Act (Canada) and will constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> with all deposit liabilities of the Issuer without any preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.
<b>Covered Bond Guarantee:</b>	Payments of interest and principal in respect of the Covered Bonds when due for payment will be unconditionally and irrevocably guaranteed by the Guarantor LP. The obligations of the Guarantor LP under the Covered Bond Guarantee are secured pursuant to the terms of the Security Agreement.
<b>Listing:</b>	The Covered Bonds have been admitted to trading on the SIX Swiss Exchange with effect from 19 August 2011 until 16 April 2021 and application will be made for the Covered Bonds to be listed in accordance with the Standard for Bonds on the SIX Swiss Exchange.
<b>Selling Restrictions:</b>	In particular, but not limited to, Canada, United States of America and U.S. persons, European Economic Area, United Kingdom, Republic of France, Republic of Italy, Japan and general selling restrictions.
<b>Law and Jurisdiction:</b>	The Covered Bonds will be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Ontario courts have non-exclusive jurisdiction in the event of litigation in respect of the Covered Bonds.

**Credit Suisse**

**RBC Capital Markets**

Swiss Security Number: 13454698  
Swiss Security Number: 12759314

ISIN: CH0134546982  
ISIN: CH0127593140

Common Code: 065542501 (until Issue Date)  
Common Code: 061310622 (after Issue Date)

## **Selling Restrictions**

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*The restrictions below supplement but do not supersede the restrictions beginning on page 194 of the Base Prospectus under “Subscription and Sale and Transfer and Selling Restrictions”. For further details please refer to pages 194 to 200 of the Base Prospectus.*

### **United States of America and U.S. Persons**

The Covered Bonds have not been and will not be registered under the U.S. Securities Act of 1933 (as amended, the “**Securities Act**”) and are in bearer form and subject to U.S. tax law requirements. Subject to certain exceptions, the Covered Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons. Each Joint Lead Manager has represented and agreed that it will not offer, sell or deliver any Covered Bonds within the United States of America or to U.S. persons except as permitted by the Programme Agreement.

In addition, until 40 days after the commencement of the offering of the Covered Bonds (2 October 2011) an offer or sale of the Covered Bonds within the United States of America by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

### **Canada, European Economic Area, United Kingdom, Republic of France, Republic of Italy and Japan**

Please refer to page 194 and pages 198 to 200 of the Base Prospectus.

### **General**

No action has been or will be taken in any country or jurisdiction by the Issuer, the Guarantor LP, the Joint Lead Managers or the Bond Trustee that would permit a public offering of Covered Bonds, or possession or distribution of any offering material in relation thereto, in such country or jurisdiction where action for that purpose is required and such action not been taken. Each Joint Lead Manager has agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes offering material, in all cases at their own expense.

Persons into whose hands this Listing Prospectus or the Pricing Supplement comes are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Covered Bonds or have in their possession or distribute such offering material, in all cases at their own expense.

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## General Information

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This Listing Prospectus shall be read and construed on the basis that (i) the annexes to this Listing Prospectus and (ii) the documents incorporated by reference in this Listing Prospectus, shall be deemed to be incorporated in, and to form part of, this Listing Prospectus.

Except as otherwise stated in this Listing Prospectus, terms defined in the Base Prospectus shall have the same meaning when used in this Listing Prospectus.

### Notice to Investors

The Covered Bonds are issued under the Programme of the Issuer. The specific terms of the Covered Bonds are set out in the Pricing Supplement on page 17 herein and must be read in conjunction with the Conditions contained in the Base Prospectus.

The Covered Bonds will be governed by, and construed in accordance with, the **laws of the Province of Ontario and the federal laws of Canada applicable therein. Ontario courts** have non-exclusive jurisdiction in the event of litigation in respect of the Covered Bonds.

The financial institutions involved in the issuance and offering of the Covered Bonds are banks, which directly or indirectly have participated, or may participate, in financing transactions and/or banking business with the Issuer and/or the Guarantor LP, which are not disclosed herein.

Investors are advised to familiarise themselves with the entire content of the Base Prospectus and this Listing Prospectus.

### Authorisation

In accordance with all necessary consents, approvals and authorisations duly adopted under the Programme, and pursuant to a subscription agreement made between the Issuer and the Guarantor LP, on the one hand, and Credit Suisse AG and Royal Bank of Canada Europe Limited as joint lead managers (the **“Joint Lead Managers”**), on the other hand, the Issuer has authorised the issue of the Covered Bonds in the aggregate principal amount of CHF 75,000,000. The Covered Bonds will be consolidated and form a single series with the existing CHF 425,000,000 2.25 per cent. Covered Bonds due 21 April 2021 issued on 21 April 2011 and 28 June 2011, bringing the total amount to CHF 500,000,000.

### Use of Proceeds

The net proceeds of the issue of the Covered Bonds, amounting to CHF 77,350,875, will be added to the general funds of the Issuer. None of the Joint Lead Managers shall have any responsibility for, nor be obliged to concern itself with, the use of such net proceeds.

### Documents Incorporated by Reference

The following documents which have previously been published by the Issuer are hereby incorporated in, and form part of, this Listing Prospectus:

- (a) the Issuer's 2010 Annual Report (the **“2010 Annual Report”**) including the audited consolidated financial statements for the fiscal year ended 31 October 2010 with comparative consolidated financial statements for the fiscal year ended 31 October 2009, prepared in accordance with Canadian GAAP, together with the auditor's report thereon and the notes thereto; and
- (b) the Issuer's Second Quarter 2011 Report to Shareholders (the **“Second Quarter 2011 Report”**) including the unaudited interim consolidated financial statements for the three and six month periods ended 30 April 2011 with comparable unaudited interim consolidated financial statements for the three and six month periods ended 30 April 2010, prepared in accordance with Canadian GAAP.

## Litigation

Save as disclosed herein and in the documents incorporated by reference herein, there are no, nor have there been any governmental, legal or arbitration proceedings involving the Issuer or any of its subsidiaries or the Guarantor LP (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had during the twelve months prior to the date of this document, individually or in the aggregate, a significant effect on the financial position or profitability of the Issuer or of the Issuer and its subsidiaries taken as a whole or the Guarantor LP.

## Significant and Material Change

Save as disclosed herein and in the documents incorporated by reference herein, there has been no significant change in the financial position of the Issuer and its consolidated subsidiaries taken as a whole since 30 April 2011, the last day of the financial period in respect of which the most recent unaudited interim consolidated financial statements of the Issuer have been prepared, or of the financial position or trading position of the Guarantor LP since 5 October 2007, being the date of its formation.

Save as disclosed herein and in the documents incorporated by reference herein, there has been no material adverse change in the prospects of the Issuer and its consolidated subsidiaries taken as a whole since 31 October 2010, the last day of the financial period in respect of which the most recent audited published consolidated financial statements of the Issuer have been prepared, or of the Guarantor LP since 5 October 2007, being the date of its formation.

## Representative

In accordance with Article 43 of the listing rules of the SIX Swiss Exchange the Issuer has appointed Credit Suisse AG as its representative to lodge the listing application with SIX Exchange Regulation.

## Availability of Documents

Copies of this Listing Prospectus and of the documents incorporated by reference herein are available free of charge from Credit Suisse AG, Uetlibergstrasse 231, 8070 Zurich, Switzerland, or may be obtained by telephone (+41 44 333 31 60), by fax (+41 44 333 57 79) or by e-mail to [newissues.fixedincome@credit-suisse.com](mailto:newissues.fixedincome@credit-suisse.com).

## Responsibility

Royal Bank of Canada (the Issuer) and RBC Covered Bond Guarantor Limited Partnership (the Guarantor LP) accept responsibility for the information in this Listing Prospectus. To the best of the knowledge of the Issuer and the Guarantor LP, having taken all reasonable care to ensure that such is the case, the information contained in this Listing Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Toronto, 19 August 2011

For: **Royal Bank of Canada**

For: **RBC Covered Bond Guarantor Limited Partnership, by its managing general partner, RBC Covered Bond GP Inc.**

By: \_\_\_\_\_  
James Salem  
Senior Vice-President and Treasurer

By: \_\_\_\_\_  
David Power  
President

By: \_\_\_\_\_  
David Power  
Vice-President, Market Strategy and Execution,  
Corporate Treasury

## Recent Developments

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The Issuer announced on 20 June 2011 that it is refocusing its U.S. growth strategy by entering into definitive agreements to sell its U.S. regional retail banking operations to the PNC Financial Services Group, Inc. (“PNC”) for approximately U.S.\$3.62 billion consisting of U.S.\$3.45 billion for the purchase of RBC Bank (USA) and U.S.\$165 million for the purchase of related credit card assets. The purchase price is comprised of cash and PNC common stock of up to U.S.\$1 billion at PNC’s option. The transaction is subject to customary closing conditions, including regulatory approval, and is expected to close in March of 2012.

The Issuer expects the transaction to result in an estimated loss of Cdn\$1.6 billion under Canadian GAAP on an after-tax basis, which includes an estimated goodwill write off of Cdn\$ 1.3 billion (Cdn\$1.4 billion pre-tax). The estimated loss will be recorded in the Issuer’s 3rd quarter 2011 financial statements. The purchase price is subject to an adjustment at close for actual net tangible value delivered, which is not expected to have a material impact on the loss. All amounts are based on estimates and are subject to change.

## Caution Regarding Forward-Looking Statements

From time to time, the Issuer makes written or oral forward-looking statements within the meaning of certain securities laws, including the “safe harbour” provisions of the United States Private Securities Litigation Reform Act of 1995 and any applicable Canadian securities legislation. Forward-looking statements may be made in this Listing Prospectus and in the documents incorporated by reference in this Listing Prospectus, in other filings with Canadian regulators, the United States Securities and Exchange Commission or other securities regulators, in reports to shareholders and in other communications. The forward-looking statements contained in this Listing Prospectus and in the documents incorporated by reference in this Listing Prospectus include, but are not limited to, statements relating to the Issuer’s financial performance objectives, the Issuer’s vision and strategic goals, the economic, market and regulatory review and outlook for the Canadian, U.S., European and global economies, the outlook and priorities for each of the Issuer’s business segments and the risk environment including liquidity and funding management. The forward-looking information contained in this document is presented for the purpose of assisting holders and potential purchasers of Covered Bonds and financial analysts in understanding the Issuer’s financial position and results of operations as at and for the periods ended on the dates presented and the Issuer’s vision and strategic goals and financial performance objectives, and may not be appropriate for other purposes. Forward-looking statements are typically identified by words such as “believe”, “expect”, “foresee”, “forecast”, “anticipate”, “intend”, “estimate”, “goal”, “plan” and “project” and similar expressions of future or conditional verbs such as “will”, “may”, “should”, “could”, or “would”.

By their very nature, forward-looking statements require the Issuer to make assumptions and are subject to inherent risks and uncertainties, which give rise to the possibility that predictions, forecasts, projections, expectations or conclusions will not prove to be accurate, that the Issuer’s assumptions may not be correct and that the Issuer’s financial performance objectives, vision and strategic goals will not be achieved. Readers are cautioned not to place undue reliance on these statements as a number of risk factors could cause actual results to differ materially from the expectations expressed in such forward-looking statements. These factors – many of which are beyond the Issuer’s control and the effects of which can be difficult to predict – include: credit, market, operational and liquidity and funding risks, and other risks discussed in the “Risk management” section of the Issuer’s 2010 annual management’s discussion and analysis in its 2010 Annual Report and the Issuer’s Second Quarter 2011 Report to Shareholders incorporated by reference herein; general business, economic and financial market conditions in Canada, the United States, and certain other countries in which the Issuer conducts business including the effects of the European sovereign debt crisis; changes in accounting standards, policies and estimates, including changes in the Issuer’s estimates of provisions, allowances and valuations; the effects of changes in government fiscal, monetary and other policies; the effects of competition in the markets in which the Issuer operate; the impact of changes in laws and regulations, including tax laws, changes to and new interpretations of risk-based capital guidelines, and reporting instructions and liquidity regulatory guidance, and the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations to be issued thereunder; judicial or regulatory judgments and legal proceedings; the accuracy and completeness of information concerning clients and counterparties of the Issuer; the Issuer’s ability to successfully execute its strategies and to complete and integrate strategic acquisitions and joint ventures successfully; and development and integration of the Issuer’s distribution networks.

Readers are cautioned that the foregoing list of risk factors is not exhaustive and other factors could also adversely affect the Issuer's results. When relying on forward-looking statements to make decisions with respect to the Issuer, investors and others should carefully consider the foregoing factors and other uncertainties and potential events. Except as required by law, none of the Issuer, the Joint Lead Managers or any other person undertakes to update any forward-looking statement, whether written or oral, that may be made from time to time by or on behalf of the Issuer.

Additional information about these and other factors can be found under the "Risk management" section of the Issuer's management's discussion and analysis and 2010 Annual Report and the Bank's Second Quarter 2011 Report to Shareholders incorporated by reference herein.

## **Royal Bank of Canada (the Issuer)**

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### **General Information on the Issuer**

A description of the Issuer appears in the Base Prospectus, beginning on page 135 thereof, including information on the incorporation of the Issuer, its management and principal activities. More detailed information on the Issuer is provided in the Annual Information Form dated 2 December 2010 included herein as Annex C.

### **Financial Information on the Issuer**

Financial information on the Issuer is provided in the 2010 Annual Report and the Second Quarter 2011 Report incorporated by reference in this Listing Prospectus. For details please see "*General Information – Documents Incorporated by Reference*" on page 4 of this Listing Prospectus.

### **Auditors**

The auditors appointed by the Issuer for the financial years ended 31 October 2009 and 2010 and for the current financial year are Deloitte & Touche LLP who are Independent Registered Chartered Accountants and Licensed Public Accountants and subject to oversight by the Canadian Public Accountability Board and Public Company Accounting Oversight Board.



## **RBC Covered Bond Guarantor Limited Partnership (the Guarantor LP)**

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### **General Information on the Guarantor LP**

The Guarantor LP is a party to the Trust Deed and other Transaction Documents in its capacity as the guarantor of covered bonds issued by the Issuer. A description of the Guarantor LP appears in the Base Prospectus, beginning on page 141 thereof, including information on the incorporation of the Guarantor LP, its management and principal activities.

### **Financial Information on the Guarantor LP**

The Guarantor LP does not publicly disclose its own financial statements.

### **Monthly Investor Reports**

Monthly investor reports containing detailed information on the cover pool of the Programme are published on the Issuer's website and can be accessed through the following link:

[http://www.rbc.com/investorrelations/fixed\\_income/covered-bonds.html](http://www.rbc.com/investorrelations/fixed_income/covered-bonds.html)

## The Covered Bond Guarantee

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Reproduced below is the full text of Clause 7 of the Trust Deed dated 6 April 2011 as supplemented for this particular series of Covered Bonds on 19 April 2011 (as amended, restated, modified and/or supplemented from time to time, the "**Trust Deed**"), agreed by and among the Issuer, the Guarantor LP and Computershare Trust Company of Canada in its capacity as bond trustee (the "**Bond Trustee**") which sets forth the Covered Bond Guarantee of the Guarantor LP. Capitalised terms used in the text of the Covered Bond Guarantee have the meanings assigned to them in the Base Prospectus, which includes the Glossary on pages 204 to 229 thereof.

Please see also the description of the Covered Bond Guarantee in the Base Prospectus on pages 144 and 145 thereof.

For the avoidance of doubt, the reproduction of the Covered Bond Guarantee in this Listing Prospectus does not constitute an additional guarantee of the Guarantor LP.

Copies of the Trust Deed are available for inspection during regular business hours at Credit Suisse AG, Uetlibergstrasse 231, 8070 Zurich, Switzerland.

### **"7. Covered Bond Guarantee**

7.1 (a) In consideration of the Advances to be made by the Issuer to the Guarantor LP pursuant to the Intercompany Loan Agreement, the payment of any Excess Proceeds to the Guarantor LP pursuant to Clause 11.2 and the payment by the Issuer to the Guarantor LP of the Guarantee Fee, the Guarantor LP unconditionally and irrevocably guarantees to the Bond Trustee, for the benefit of the Covered Bondholders, payment of the Guaranteed Amounts as and when the same become Due for Payment.

(b) The Guarantor LP shall, as guarantor:

- (i) following the delivery of a Notice to Pay, pay or procure to be paid on each Scheduled Payment Date (or on such later date provided for in Clause 8.1(b)) (in the manner described in Clause 8) to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders), an amount equal to those Guaranteed Amounts which shall have become Due for Payment in accordance with the terms hereof and of the Covered Bonds, but which have not been paid by the Issuer to the relevant Covered Bondholder, Receiptholders and/or Couponholders on the relevant date for payment (PROVIDED THAT, for greater certainty, no Notice to Pay shall be so served until an Issuer Acceleration Notice has been served by the Bond Trustee on the Issuer in accordance with Condition 7.01); and
- (ii) following the service by the Bond Trustee of a Guarantor LP Acceleration Notice, in accordance with Condition 7.02, on the Issuer and copied to the Guarantor LP, in respect of the Covered Bonds which have become immediately due and repayable, pay or procure to be paid to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders) in the manner described in Clause 8.1, the Guaranteed Amounts,

(the "**Covered Bond Guarantee**").

7.2 In relation to the Covered Bonds of each Series, the Covered Bond Guarantee:

- (a) is a continuing guarantee;
- (b) extends (in the case of the Guarantor LP) to the ultimate balance of the Guaranteed Amounts due to be paid by the Issuer on the relevant Scheduled Payment Dates in accordance with the terms hereof, the Covered Bonds, the Receipts or the Coupons, regardless of any intermediate payment or discharge in whole or in part of any Guaranteed Amounts due to be paid on the relevant Scheduled Payment Date;
- (c) shall not be discharged except by complete performance of the obligations in this Trust Deed, is additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person (whether from the Guarantor LP or otherwise); and

(d) shall remain in force, in relation to the Covered Bond Guarantee, until all moneys payable by the Guarantor LP pursuant to the terms of the Covered Bond Guarantee shall have been paid.

- 7.3 The Guarantor LP shall in respect of any payment due to be made pursuant hereto not be released from its obligations under or pursuant hereto in any circumstances (notwithstanding anything which but for this provision would release the Guarantor LP or would affect its liability under or pursuant hereto in respect of such payment) except upon the receipt by or for the account of the Bond Trustee of the full amount of such payment from the Issuer and the Guarantor LP in the currency, at the place and in the manner provided for herein PROVIDED THAT (except in the case of Excess Proceeds) every payment of principal, premium or interest in respect of the Covered Bonds, Receipts and/or Coupons made to the Issuing and Paying Agent in the manner provided in the Agency Agreement shall be in satisfaction *pro tanto* of the liability of the Guarantor LP hereunder and shall be deemed for the purpose of this sub clause to have been paid to the order of the Bond Trustee, except to the extent that the subsequent payment thereof to the Covered Bondholders, the Receiptholders or the Couponholders in accordance with the Conditions is not made.
- 7.4 If any payment received by the Bond Trustee, the Issuing and Paying Agent or any Covered Bondholder, Receiptholder or Couponholder pursuant to the provisions hereof, on the subsequent bankruptcy, sequestration, liquidation, insolvency, corporate reorganisation or other such similar event of the Issuer or the Guarantor LP, be set aside or avoided in whole or in part under any laws relating to bankruptcy, sequestration, liquidation, insolvency, corporate reorganisation or other similar event, such payment shall not be considered as having discharged or diminished the liability of the Issuer or, as the case may be, the Guarantor LP and the Covered Bond Guarantee shall continue to apply in accordance with their terms as if the underlying payment in respect of which the liability of the Guarantor LP hereunder arose had at all times remained owing by such Issuer.
- 7.5 Without prejudice to the generality of the foregoing provisions of this Clause, the Guarantor LP agrees that if any or all of the Guaranteed Amounts are not duly paid by the Issuer and such Guaranteed Amounts are not recoverable under Section 7.1 in accordance with the terms of Section 7.1, for any reason whatsoever, the Guarantor LP will, as a separate and distinct obligation, indemnify and save harmless the Bond Trustee, for the benefit of the Covered Bondholders, from any loss (excluding indirect or consequential losses) resulting from the failure of the Guarantor LP to pay such Guaranteed Amounts in accordance with the terms of Section 7.1 and if for any reason whatsoever, the Bond Trustee, for the benefit of the Covered Bondholders, is not indemnified by the Guarantor LP in accordance with this Section 7.5, the Guaranteed Amounts will be recoverable from the Guarantor LP in the manner set out in Section 7.1, as a separate and distinct obligation of the Guarantor LP recoverable from the Guarantor LP, as if it were principal debtor and not merely as surety or guarantor and shall be absolute and unconditional, irrespective of, and unaffected by, any invalidity, irregularity, illegality or unenforceability of, or defect in, any provisions hereof or any other Transaction Document, or the absence of any action to enforce the same or the waiver, modification or consent by the Bond Trustee, any of the Covered Bondholders, Receiptholders or Couponholders in respect of any provisions of the same or the obtaining of any judgment or decree against the Issuer or any action to enforce the same or any other circumstances which might otherwise constitute a legal or equitable discharge or defence of a guarantor. Accordingly, the validity of the Covered Bond Guarantee shall not be affected by any invalidity, irregularity or unenforceability of all or any of the obligations of the Issuer hereunder or any other Transaction Document and the Covered Bond Guarantee shall not be discharged nor shall the liability of the Guarantor LP hereunder be affected by any act, thing or omission or means whatsoever whereby its liability would not have been discharged if it had been guarantor, indemnitor or principal debtor.
- 7.6 The liability of the Guarantor LP under the Covered Bond Guarantee shall not be lessened, affected, impaired or discharged by:
- (a) any time, waiver or indulgence granted to the Issuer by the Bond Trustee, any of the Covered Bondholders, the Receiptholders or Couponholders;
  - (b) any dealings or transactions between the Issuer and the Bond Trustee, any of the Covered Bondholders, Receiptholders or Couponholders whether or not the Guarantor LP shall be a party to or cognisant of the same;
  - (c) the dissolution of the Issuer or any change in the status, functions, control or ownership of the Issuer or any consolidation, merger, conveyance or transfer by the Issuer;

- (d) any composition between the Issuer and its creditors;
- (e) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Issuer or any other person or any non presentation or non observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (f) any incapacity or lack of powers, authority or legal personality of the Issuer or any other person;
- (g) any variation (however fundamental) or replacement of this Trust Deed, the Covered Bonds, the Receipts or the Coupons;
- (h) any failure on the part of the Issuer to pay all or any part of the guarantee fee payable by it to the Guarantor LP in connection herewith; or
- (i) any postponement, discharge, reduction, non provability or other similar circumstance affecting any obligation of the Issuer hereunder or any other Transaction Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order so that each such obligation shall for the purposes of the Guarantor LP's obligations under the Covered Bond Guarantee be construed as if there were no such circumstance.

7.7 Subject to its obligation to deliver a Notice to Pay, the Bond Trustee may determine from time to time whether it will enforce the Covered Bond Guarantee which it is entitled to enforce, without making any demand or taking any proceedings against the Issuer. Subject to the provisions of this Clause 7 with regard to the service of a Notice to Pay on the Guarantor LP, the Guarantor LP hereby waives any right to require proceedings first against the Issuer with respect to this Trust Deed, the Covered Bonds, Receipts or Coupons, diligence, presentment, demand of payment, filing of claims with a court in the event of dissolution, liquidation, merger or bankruptcy of the Issuer, protest or notice and all demands whatsoever.

7.8 To the extent that the Guarantor LP makes, or there is made on its behalf, a payment under the Covered Bond Guarantee, the Issuer will on such payment being made become indebted to the Guarantor LP for an amount equal to such payment unless such amount shall have been set off with amounts owing under the Intercompany Loan Agreement. Until all amounts which may be or become payable by the Issuer hereunder, the Covered Bonds, Receipts or Coupons have been irrevocably paid in full, the Guarantor LP hereby waives irrevocably and unconditionally:

- (i) all rights of subrogation, indemnity, contribution or otherwise (arising under common law, equity, statute or otherwise whatsoever) which it might otherwise have against the Issuer by virtue of any payment made by the Guarantor LP pursuant to the Covered Bond Guarantee; and
- (ii) all rights to claim, rank, prove or vote as creditor of the Issuer or its estate in competition with the Bond Trustee (on behalf of the Covered Bondholders) or to claim a right of set off,

subject always to the rights of the Guarantor LP to set off amounts owing by the Issuer to the Guarantor LP, in accordance with the Priorities of Payments, in respect of amounts paid by the Guarantor LP under the Covered Bond Guarantee against any amounts repayable by the Guarantor LP under the terms of the Intercompany Loan Agreement, which shall remain unaffected.

If notwithstanding the foregoing, upon the bankruptcy, insolvency or liquidation of the Issuer, any payment or distribution of assets of the Issuer of any kind or character, whether in cash, property or securities, shall be received by the Guarantor LP or if the Guarantor LP is able to exercise any set off rights against the Issuer before payment in full of all amounts payable hereunder shall have been made to the Covered Bondholders, the Receiptholders and the Couponholders, such payment and/or an amount equal to the amount so set off shall be received by the Guarantor LP and shall be held by the Guarantor LP on trust to pay the same over immediately to the party making such payment or against whom such right of set off has been exercised.

7.9 Any amounts from time to time received by the Bond Trustee under the Covered Bond Guarantee shall be applied by the Bond Trustee in accordance with the provisions of Clause 11.1 PROVIDED THAT any Excess Proceeds received by the Bond Trustee shall be applied by the Bond Trustee in accordance with the provisions of Clause 11.2."

## **Security for the Covered Bond Guarantee**

The Guarantor LP's obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party are secured by a first ranking security interest over the present and future acquired assets of the Guarantor LP (which consist principally of the Guarantor LP's interest in the Covered Bond Portfolio, the Substitute Assets, the Authorized Investments, the Transaction Documents to which it is a party, funds being held for the account of the Guarantor LP by its service providers and funds in the Guarantor LP Accounts) in favour of the Bond Trustee (for itself and on behalf of the Secured Creditors) pursuant to the Security Agreement, as described in the Base Prospectus under "*Structure Overview – Security*" on page 12 thereof and under "*Summary of the Principal Documents – Security Agreement*" on page 167 thereof.

## Computershare Trust Company of Canada (the Bond Trustee)

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Computershare Trust Company of Canada, acting through its offices located at 100 University Avenue, 9th Floor, North Tower, Toronto, Ontario Canada M5J 2Y1, has been appointed to act as bond trustee (the “**Bond Trustee**”) for the benefit of the holders of the Covered Bonds.

The Bond Trustee is a federally regulated trust company and, as a Canadian financial institution, is subjected to considerable regulation by the Government of Canada, through the Office of the Superintendent of Financial Institutions (OSFI).

The directors of the Bond Trustee are:

William J. Braithwaite *External*

Robert A. Fairweather *External*

Paul Farrar *External*

Lindsay Horwood *Internal*

Hector John McFadyen *External*

Wayne Newling *Internal*

Brian M. Pukier *External*

### Competences of the Bond Trustee

The principal powers, authorities and discretions of the Bond Trustee under the Trust Deed include amongst other things:

- (a) *Proceedings, Action and Indemnification*: The Bond Trustee may at any time after an Issuer Acceleration Notice (in the case of the Issuer) or a Guarantor LP Acceleration Notice (in the case of the Guarantor LP), at its discretion and without further notice, take such proceedings as it may think fit against or in relation to the Issuer or, as the case may be, the Guarantor LP to enforce the provisions of the Trust Deed, the Covered Bonds, the Receipts and the Coupons. However, the Bond Trustee shall not be bound to take any such enforcement proceedings in relation to this Trust Deed, the Covered Bonds, the Receipts, the Coupons or any other Transaction Document unless directed or requested to do so (i) by an Extraordinary Resolution (with the Covered Bonds of all Series taken together as a single Series as provided in Clause 2.7) or (ii) in writing by the holders of not less than twenty five per cent of the Principal Amount Outstanding of the Covered Bonds then outstanding (with the Covered Bonds of all Series taken together as a single Series as aforesaid) and in either case then only if it shall be indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.
- (b) *Payments Under the Covered Bond Guarantee*: Following the occurrence of an Issuer Event of Default and service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer pursuant to Condition 7.01, the Bond Trustee shall promptly deliver a Notice to Pay to the Issuer and the Guarantor LP with a copy to the Issuing and Paying Agent requiring the Guarantor LP to pay the Guaranteed Amounts as and when the same are Due for Payment in accordance with the terms of the Covered Bond Guarantee and this Trust Deed.
- (c) *Notice of Payments*: The Bond Trustee shall give notice to the relevant Covered Bondholders in accordance with Condition 14 (*Notices*) of the day fixed for any payment to them under Clause 11.1. Such payment may be made in accordance with Condition 9 (*Payments*) and any payment so made shall be a good discharge to the Bond Trustee.
- (d) *Powers of the Bond Trustee*: Save as expressly otherwise provided in the Trust Deed, the Bond Trustee shall have absolute and uncontrolled discretion as to the exercise or non exercise of its trusts, powers, authorities and discretions thereunder (the exercise or non exercise of which as between the Bond Trustee and the Covered Bondholders, the Receiptholders and the Couponholders shall be conclusive and binding on the Covered Bondholders, the Receiptholders and the Couponholders) and shall not be responsible for any Liability which may result from their exercise or non exercise and in particular the Bond Trustee shall not be bound to act at the request or direction of the Holders or otherwise under any provision hereof or to take at

such request or direction or otherwise any other action under any provision hereof, without prejudice to the generality of Clause 10.1, unless it shall first be indemnified and/or secured to its satisfaction against all Liabilities to which it may render itself liable or which it may incur by so doing.

The Bond Trustee's powers, authorities and discretions, as well as limitations on its liability, are further elaborated in, amongst others, Clauses 17 and 18 of the Trust Deed.

### **Bond Trustee's Retirement and Removal**

Pursuant to Clause 25 of the Trust Deed, a bond trustee may retire at any time on giving not less than three months' prior written notice to the Issuer and the Guarantor LP without giving any reason and without being responsible for any Liabilities incurred by reason of such retirement. The Covered Bondholders may by Extraordinary Resolution of all the Covered Bondholders remove any bond trustee or bond trustees for the time being hereof. Each of the Issuer and the Guarantor LP undertakes that in the event of the only bond trustee hereof which is a Trust Corporation giving notice under such Clause or being removed by Extraordinary Resolution it will use all reasonable endeavours to procure that a new bond trustee hereof being a Trust Corporation is appointed as soon as reasonably practicable thereafter. The retirement or removal of any such bond trustee shall not become effective until a successor bond trustee being a Trust Corporation is appointed. If, in such circumstances, no appointment of such new bond trustee has become effective within 60 days of the date of such notice or Extraordinary Resolution, the Bond Trustee shall be entitled to appoint a Trust Corporation as bond trustee hereof, but no such appointment shall take effect unless previously approved by an Extraordinary Resolution.

### **Governing Law and Jurisdiction**

The Trust Deed is governed by and shall be construed in accordance with laws of the Province of Ontario and the federal laws of Canada applicable therein. Place of jurisdiction shall be Ontario. Copies of the Trust Deed are available for inspection during regular business hours at Credit Suisse AG, Uetlibergstrasse 231, 8070 Zurich, Switzerland.

## Taxation

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*The discussion below supplements but does not supersede the discussions beginning on page 182 of the Base Prospectus under "Taxation". For further details please refer to pages 182 to 191 of the Base Prospectus.*

### European Union Savings Tax Directive

On 3 June 2003, the Council of the European Union adopted a directive (Directive 2003/48/EC) on the taxation of savings income (the "**EU Savings Tax Directive**"). Pursuant to the directive, a member state of the European Union (the "**EU**") is required to provide to the tax authorities of other EU member states information regarding payments of interest (or other similar income) paid by a person within its jurisdiction to individual residents of such other EU member states, except that Luxembourg and Austria have chosen to operate instead a withholding tax system for a transitional period in relation to such payments.

On 26 October 2004, the European Community and Switzerland entered into an agreement on the taxation of savings income by way of a withholding tax system and voluntary declaration in the case of transactions between parties in the EU member states and Switzerland. On the basis of such agreement, Switzerland has introduced a withholding tax on interest payments or other similar income paid by a paying agent within Switzerland to EU resident individuals as of 1 July 2005. The withholding tax is to be withheld at a rate of 35 per cent. as from 1 July 2011. The beneficial owner of the interest payments may be entitled to a tax credit or refund of the withholding if certain conditions are met.

Prospective purchasers of the Covered Bonds must seek their own tax advice to understand the impact of the EU Savings Tax Directive. Notwithstanding the above, for the avoidance of doubt, should the Issuer, the Swiss Paying Agent, any Paying Agent or any other institution where the Covered Bonds are deposited be required to withhold any amount as a direct or indirect consequence of the EU Savings Tax Directive, then, there is no requirement for the Issuer to pay any additional amounts pursuant to condition 6 of the Conditions relating to such withholding.



Pricing Supplement dated 19 August 2011



**ROYAL BANK OF CANADA**

*(a Canadian chartered bank)*

**Issue of CHF75,000,000 Covered Bonds due 21 April 2021**

**(second re-opening of CHF200,000,000 Covered Bonds due 21 April 2021, bringing the total amount to CHF500,000,000)**

**under the**

**€15,000,000,000**

**Global Covered Bond Programme**

**unconditionally and irrevocably guaranteed as to payments by**

**RBC COVERED BOND GUARANTOR**

**LIMITED PARTNERSHIP**

**(a limited partnership formed under the laws of Ontario)**

### **Notice Regarding Offers in the EEA**

The Prospectus referred to below (as contemplated by this Pricing Supplement) has been prepared on the basis of any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in that Relevant Member State of the Covered Bonds may only do so in circumstances in which no obligation arises for 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, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorized, nor do they authorize, the making of any offer of Covered Bonds in any other circumstances.

### **PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Prospectus dated April 6, 2011 as supplemented by the 1<sup>st</sup> Supplementary Prospectus dated June 7, 2011, which constitute a base prospectus for the purposes of Directive 2003/71/EC (the “**Prospectus Directive**”). This document constitutes the Pricing Supplement of the Covered Bonds described herein and must be read in conjunction with such Prospectus as so supplemented. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of this Pricing Supplement, the Prospectus and the Swiss Listing Prospectus dated as of 19 August 2011 and prepared for the listing of the Covered Bonds on the SIX Swiss Exchange (the “**Swiss Listing Prospectus**”). References in the Conditions to “Final Terms” shall be deemed to be references to the terms set out below. The Prospectus and the Swiss Listing Prospectus (including all documents incorporated by reference therein) are available free of charge from Credit Suisse AG, Uetlibergstrasse 231, CH-8070 Zurich, Switzerland.

1. (i) Issuer: Royal Bank of Canada  
       Branch: Main Toronto Branch located at the Executive Offices at the address indicated at the back of the Prospectus
- (ii) Guarantor LP: RBC Covered Bond Guarantor Limited Partnership
2. (i) Series Number: CB7
- (ii) Tranche Number: 3

The Covered Bonds are an additional tranche of the Issuer's Covered Bonds due 21 April 2021, Series CB7 (the "**Series CB7 Covered Bonds**") issued in accordance with Condition 15 of the Original Tranches (as defined below) in the aggregate nominal amount of CHF75,000,000. The original tranches of Series CB7 Covered Bonds were issued on 21 April 2011 in the aggregate nominal amounts of CHF150,000,000 ("**Tranche 1a**"; ISIN Code CH0127593140, Common Code 061310622) and CHF50,000,000 ("**Tranche 1b**"; ISIN Code CH0128554323, Common Code 061908706, together with Tranche 1a, the "**Original Tranches**"). A second tranche of Series CB7 Covered Bonds was issued on 28 June 2011 in the aggregate nominal amount of CHF225,000,000 (the "**Second Tranche**"). The Covered Bonds will be consolidated with the Original Tranches and the Second Tranche and form a single Series in the aggregate nominal amount of CHF500,000,000. The Covered Bonds will become fungible with the Original Tranches and the Second Tranche on the Issue Date.

3. Specified Currency or Currencies: Swiss Francs ("**CHF**")  
    (Condition 1.10)
4. Aggregate Principal Amount:
    (i) Series: CHF500,000,000
    (ii) Tranche: CHF75,000,000
5. Issue Price: 103.372 per cent. of the Aggregate Principal Amount plus 122 days accrued interest from 21 April 2011 to 23 August 2011.
6. (a) Specified Denominations: CHF5,000 and multiples thereof  
    (Condition 1.08 or 1.09)
- (b) Calculation Amount: CHF5,000
7. (i) Issue Date: 23 August 2011
8. (i) Final Maturity Date: 21 April 2021
- (ii) Extended Due for Payment Date of Guaranteed mounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: The Interest Payment Date falling in or nearest to April 2022
9. Interest Basis: 2.25 per cent. per annum Fixed Rate, payable annually in arrear from and including the Interest Commencement Date to but excluding the Final Maturity Date.

In the event that the Issuer does not redeem the Covered Bonds in full on the Final Maturity Date, the Covered Bonds will bear interest at the rate of 1-month CHF LIBOR + 0.04 per cent. per annum Floating Rate, payable monthly in arrear from and including the Final Maturity Date, to but excluding the Extended Due for Payment Date.

(further particulars specified below)

- |   |  |
|---|--|
| 10. Redemption/Payment Basis:                                       | Redemption at par  |
| 11. Change of Interest or Redemption/Payment Basis:                 | Applicable – see item 9 above.                                     |
| 12. Put/Call Options:   | Not Applicable   |
| 13. (i) Status of the Covered Bonds:                                | Senior   |
| (ii) Status of the Guarantee:                                       | Senior secured with recourse limited to the assets of Guarantor LP |
| (iii) Date [Board] approval for issuance of Covered Bonds obtained: | Not Applicable   |
| 14. Method of distribution:   | Syndicated   |

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- |  |   |
|--|---|
| 15. <b>Fixed Rate Covered Bond Provisions</b><br>(Condition 5.02)                              | Applicable from and including the Interest Commencement Date, to but excluding the Final Maturity Date.   |
| (i) Rate of Interest:  | 2.25 per cent. per annum payable annually in arrear   |
| (ii) Interest Payment Date(s):   | 21 April in each year (not adjusted), commencing on 21 April 2012, up to and including the Final Maturity Date.   |
| (iii) Fixed Coupon Amount[(s)]:  | CHF112.50 per Calculation Amount  |
| (iv) Broken Amount(s):   | Not Applicable  |
| (v) Day Count Fraction:  | 30/360  |
| (vi) Determination Dates:  | Not Applicable  |
| (vii) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: | Not Applicable  |
| 16. <b>Floating Rate Covered Bond Provisions</b><br>(Condition 5.03)                           | Applicable from and including the Final Maturity Date, to but excluding the Extended Due for Payment Date.  |
| (i) Interest Period(s):  | The period from and including each Specified Interest Payment Date to, but excluding, the following Specified Interest Payment Date.  |
| (ii) Specified Interest Payment Dates:   | In respect of the period from (and including) the Maturity Date up to (but excluding) the Extended Due for Payment Date, the Interest Payment Dates will be the 21 <sup>st</sup> of each month, subject to adjustment in accordance with the Modified Following Business Day Convention, commencing on 21 May, 2021 and ending on the earlier of (i) the date |

on which the Covered Bonds are redeemed and (ii) the Extended Due for Payment Date.

- (iii) Business Day Convention: Modified Following Business Day Convention
  - (iv) Business Centre(s): Zurich, London, New York and Toronto
  - (v) Manner in which the Rate(s) of Interest is/are to be determined: Screen Rate Determination
  - (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Issuing and Paying Agent): Credit Suisse AG  
Uetlibergstrasse 231  
CH-8070 Zurich  
Switzerland
  - (vii) Screen Rate Determination:
    - Reference Rate: 1-month CHF LIBOR
    - Interest Determination Date(s): The second London Business Day prior to the start of each relevant Interest Period
    - Relevant Screen Page: Reuters Page LIBOR02
    - Relevant Time: 11:00a.m. London time
    - Reference Banks: As defined in the ISDA Definitions
  - (viii) ISDA Determination: Not Applicable
  - (ix) Margin(s): 0.04 per cent. per annum
  - (x) Minimum Rate of Interest: (Condition 5.05) Not Applicable
  - (xi) Maximum Rate of Interest: (Condition 5.05) Not Applicable
  - (xii) Day Count Fraction: Actual/360
  - (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds, if different from those set out in the Conditions: Not Applicable
17. **Zero Coupon Covered Bond** Not Applicable
18. **Index-Linked Interest Covered Bond/other variable-linked interest Covered Bond Provisions** Not Applicable
19. **Dual Currency Covered Bond Provisions** Not Applicable

## PROVISIONS RELATING TO REDEMPTION

- |   |                                 |
|---|---------------------------------|
| 20. <b>Call Option</b><br>(Condition 6.03)              | Not Applicable                  |
| 21. <b>Put Option</b><br>(Condition 6.06)               | Not Applicable                  |
| 22. <b>Final Redemption Amount of each Covered Bond</b> | CHF5,000 per Calculation Amount |
| 23. <b>Early Redemption Amount</b>                      | CHF5,000 per Calculation Amount |
- Early Redemption Amount(s) payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor LP Event of Default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

## GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

24. Form of the Covered Bonds: Bearer Covered Bonds:

The Covered Bonds shall be represented by a Permanent Global Covered Bond deposited with SIX SIS AG, in Olten, Switzerland ("**SIS**", which expression shall include any other clearing institution recognised by the SIX Swiss Exchange), or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIS or any such other intermediary, the "**Intermediary**"). Once the Permanent Global Covered Bond has been deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Covered Bonds will constitute intermediated securities ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act.

Each holder of the Covered Bonds shall have a quotal co-ownership interest (*Miteigentsumsanteil*) in the Permanent Global Covered Bond to the extent of his claims against the Issuer, provided that for so long as the Permanent Global Covered Bond remains deposited with the Intermediary the co-ownership interest shall be suspended and the Covered Bonds may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act, *i.e.* by entry of the transferred Covered Bonds in a securities account of the transferee.

The records of the Intermediary will determine the number of Covered Bonds held through each participant in that Intermediary. In respect of the Covered Bonds held in the form of Intermediated Securities, the holders of the Covered Bonds will be the persons holding the Covered Bonds in a securities account which is in their name, or in case of Intermediaries, the Intermediaries holding the Covered Bonds for their own account in a securities account which is in their name.

Neither the Issuer nor the holders of the Covered Bonds shall at any time have the right to effect or demand the conversion of the

Permanent Global Covered Bond into, or the delivery of, uncertificated securities or definitive Covered Bonds ("**Definitive Covered Bonds**").

Definitive Covered Bonds may only be printed if Credit Suisse AG (including any successor as Swiss Paying Agent for the Covered Bonds, the "**Swiss Paying Agent**") deems the printing of definitive Covered Bonds to be necessary or desirable for the enforcement of obligations under the Covered Bonds, including, without limitation, if, under Swiss or any applicable foreign law, the enforcement of obligations under the Covered Bonds can only be assured by means of Definitive Covered Bonds, it may request in writing the printing of Definitive Covered Bonds from the Issuing and Paying Agent.

In such circumstances, the Issuer will cause sufficient definitive Covered Bonds in denominations of CHF 5,000 and integral multiples thereof to be executed and delivered as soon as practicable (and in any event within 45 days of the Swiss Paying Agent's written request) to the Swiss Paying Agent for completion, authentication and delivery, free of charge, to SIS for the relevant Bondholders, against cancellation of the Covered Bonds in the Bondholder's securities account.

25. New Global Covered Bond:	No
26. Financial Centre(s) or other special provisions relating to payment dates:	Zurich, London, New York and Toronto
27. Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature): (Condition 1.06)	No
28. Details relating to Instalment Covered Bonds: amount of each instalment (" <b>Instalment Amounts</b> "), date on which each payment is to be made (" <b>Instalment Dates</b> "):	Not Applicable
29. Redenomination provisions:	Not Applicable
30. Consolidation provisions:	Not Applicable
31. Rate for Conversion into Euro: (Conditions 7.10, 7.03 and 13)	€1.00=CHF1.16277
32. Covered Bond Swap Rate:	1-month CAD-BA-CDOR plus 0.85 per cent.
33. Other final terms:	(A) The Agency Agreement is amended in respect of the Covered Bonds only by a letter agreement dated 19 April, 2011 among the Issuing and Paying Agent, the Issuer, the Guarantor LP and Credit Suisse AG.  (B) The Trust Deed is amended in respect of the Covered Bonds only by a supplemental agreement dated 19 April, 2011 among the Bond Trustee, the Issuer and the Guarantor LP.

(C) Payments of principal and interest in respect of the Covered Bonds shall be made in freely disposable Swiss Francs without collection costs and whatever the circumstances, irrespective of nationality, domicile or residence of the holder of Covered Bonds and without requiring any certification, affidavit or the fulfilment of any other formality.

The receipt by the Swiss Paying Agent of the due and punctual payment of the funds in Swiss Francs in Switzerland shall release the Issuer from its obligation for the payment of principal and interest due on the respective payment dates to the extent of such payments.

(D) Condition 14 shall be replaced as follows:

So long as the Covered Bonds are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require, notices must be published (i) on the internet website of the SIX Swiss Exchange ([www.six-exchange-regulation.com/publications/communiqués/official\\_notices\\_en.html](http://www.six-exchange-regulation.com/publications/communiqués/official_notices_en.html)) or (ii) otherwise in accordance with the regulations of the SIX Swiss Exchange. Any notices so given will be deemed to have been validly given on the date of such publication or if published more than once, on the first date of such publication.

Notices to be given to the Issuer by any holder of the Covered Bonds shall be given to the Swiss Paying Agent via SIS in such manner as the Swiss Paying Agent and SIS may approve for this purpose.

## DISTRIBUTION

- |  |  |
|--|--|
| 34. (i) If syndicated, names of Managers:        | Credit Suisse AG<br>Royal Bank of Canada Europe Limited<br>(the " <b>Joint-Lead Managers</b> ")  |
| (ii) Stabilising Manager(s) (if any):            | Not Applicable   |
| 35. If non-syndicated, name of Dealer:           | Not Applicable   |
| 36. U.S. Selling Restrictions:                   | Regulation S compliance Category 2, TEFRA D Rules are applicable in accordance with usual Swiss practice.  |
| 37. Additional selling restrictions:             | Each of the Joint-Lead Managers covenants that:<br><br>(i) it has offered and sold and will offer and sell the Covered Bonds only in accordance with practices and documentation customary in Switzerland;<br><br>(ii) it has used and will use reasonable efforts to sell the Covered Bonds only in Switzerland; and<br><br>(iii) it will use reasonable efforts to ensure that more than 80% by value of the Covered Bonds will be offered and sold to non-distributors by distributors maintaining an offer in Switzerland ("distributors" having the meaning ascribed thereto in the U.S. Internal Revenue Code and regulations thereunder). |
| 38. Additional United States Tax Considerations: | Not Applicable   |
| 39. Exchange Date:                               | Not Applicable   |

40. The Aggregate Principal Amount of the Covered Bonds issued has been translated into euros at the rate of €1.00 = CHF1.16277, producing a sum of: €64,501,148.12

## RESPONSIBILITY

The Issuer and the Guarantor LP accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Signed on behalf of RBC Covered Bond GP Inc.  
for and on behalf of the Guarantor LP:

By: \_\_\_\_\_  
James Salem  
Senior Vice-President and Treasurer

By: \_\_\_\_\_  
James Salem  
Director

By: \_\_\_\_\_  
David Power  
Vice-President, Market Strategy and Execution,  
Corporate Treasury

By: \_\_\_\_\_  
David Power  
President



## PART B – OTHER INFORMATION

### 1. LISTING

Listing / Admission to trading: Application will be made for the Covered Bonds to be listed in accordance with the Standard for Bonds on the SIX Swiss Exchange.

The Covered Bonds have been admitted to trading on the SIX Swiss Exchange with effect from 19 August 2011 until 16 April 2021.

### 2. OPERATIONAL INFORMATION

(i) ISIN Codes: CH0134546982 until consolidation with the Original Tranches and the Second Tranche on the Issue Date and CH0127593140 thereafter.

(ii) Common Code: 065542501 until consolidation with the Original Tranches and the Second Tranche on the Issue Date and 061310622 thereafter.

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking Société Anonyme, DTC, CDS, their addresses and the relevant identification number(s): SIX SIS AG (Swiss Security Number 13454698 until consolidation with the Original Tranches and the Second Tranche on the Issue Date and 12759314 thereafter) and indirectly through: Euroclear Bank S.A./N.V. Clearstream Banking, société anonyme

(iv) Delivery: Delivery against payment

(v) Name(s) and address(es) of additional Paying Agent(s) or Transfer Agent(s): The Issuer will at all times maintain a Paying Agent in relation to the Covered Bonds having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland in relation to the Covered Bonds, unless permitted by applicable law.

The Issuer has contractually appointed Credit Suisse AG at the following address and any other offices in Switzerland as the sole Paying Agent for the Covered Bonds (the “**Swiss Paying Agent**”) pursuant to Section 16.04 of the Agency Agreement (as defined in the Conditions):

Credit Suisse AG  
Uetlibergstrasse 231  
CH-8070 Zurich  
Switzerland

For the avoidance of doubt, references in the Conditions and in the Permanent Global Covered Bond to the Issuing and Paying Agent in relation to the making of payments and the receipt of monies by it (including, without limitation, the presentation of the Permanent Global Covered Bond to, and the annotation thereof by, the Issuing and Paying Agent) shall be deemed to be references to Credit Suisse AG in its capacity as sole Swiss Paying Agent for the Covered Bonds (or to any successor in that capacity).

(vi) Intended to be held in a manner which would allow Eurosystem eligibility: No

**Base Prospectus dated 6 April 2011**



**ROYAL BANK OF CANADA**  
**(a Canadian chartered bank)**

**€15,000,000,000**

**Global Covered Bond Programme**  
**unconditionally and irrevocably guaranteed as to payments by**

**RBC COVERED BOND GUARANTOR LIMITED PARTNERSHIP**  
**(a limited partnership formed under the laws of Ontario)**

Under this €15,000,000,000 global Covered Bond programme (the "**Programme**"), Royal Bank of Canada (the "**Issuer**" or the "**Bank**") may from time to time issue Covered Bonds denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined elsewhere in this document).

RBC Covered Bond Guarantor Limited Partnership (the "**Guarantor LP**") has agreed to guarantee payments of interest and principal under the Covered Bonds pursuant to a direct and, following the occurrence of a Covered Bond Guarantee Activation Event (as defined elsewhere in this document), unconditional and irrevocable guarantee (the "**Covered Bond Guarantee**") which is secured by the assets of the Guarantor LP, including the Covered Bond Portfolio (as defined elsewhere in this document). Recourse against the Guarantor LP under the Covered Bond Guarantee is limited to the aforementioned assets and the Guarantor LP will not have any other source of funds available to meet its obligations under the Covered Bond Guarantee.

The Covered Bonds may be issued in registered or bearer form. The maximum aggregate nominal amount of all Covered Bonds issued under the Programme will not exceed €15,000,000,000 (or its equivalent in other currencies calculated as described in the Dealership Agreement described herein) subject to increase as described herein. The price and amount of the Covered Bonds to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions. **An investment in Covered Bonds issued under the Programme involves certain risks. See "Risk Factors" for a discussion of certain risk factors to be considered in connection with an investment in the Covered Bonds.**

Unless otherwise specified in the applicable Final Terms, the main branch of the Bank in Toronto (located at its Executive Offices) will take the deposits evidenced by the Covered Bonds but without prejudice to the provisions of Condition 9 (see "Terms and Conditions of the Covered Bonds – Payment"). The Bank may also issue Covered Bonds through its London branch or any other branch specified in the applicable Final Terms.

Applications have been made to the Financial Services Authority (the "**UK Listing Authority**") in its capacity as competent authority under the Financial Services and Markets Act 2000, as amended (the "**FSMA**") for covered bonds (the "**Covered Bonds**") issued under the Programme described in this Prospectus during the period of twelve months after the date hereof to be admitted to the official list of the UK Listing Authority (the "**Official List**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Covered Bonds to be admitted to trading on the London Stock Exchange's regulated market (the "**Market**") and on the London Stock Exchange's Professional Securities Market (the "**PSM**"). The Market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (the "**Markets in Financial Instruments Directive**"). The PSM is not a regulated market for the purposes of the Markets in Financial Instruments Directive.

In the case of any Covered Bonds which are to be admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which would otherwise require the publication of a prospectus under the Directive 2003/71/EC (the "**Prospectus Directive**"), which term includes any relevant implementing measures in the United Kingdom, the minimum denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Covered Bonds).

The Covered Bonds and the related Covered Bond Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). The Covered Bonds may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Covered Bonds are being offered only (i) outside of the U.S. to non-U.S. persons in reliance upon Regulation S under the Securities Act and (ii) to qualified institutional buyers in reliance upon Rule 144A. See "Form of the Covered Bonds" for a description of the manner in which Covered Bonds will be issued. Registered Covered Bonds are subject to certain restrictions on transfer: see "Subscription and Sale and Transfer and Selling Restrictions". Covered Bonds are subject to U.S. tax law requirements.

**Arrangers for the Programme**

**RBC CAPITAL MARKETS**

**Dealers**

**BARCLAYS CAPITAL**

**RBC CAPITAL MARKETS**  
**BNP PARIBAS**

**BARCLAYS CAPITAL**  
**COMMERZBANK**

April 6, 2011

***Covered Bonds issued under the Programme are expected on issue to be assigned an “AAA” rating by Standard & Poor’s Credit Market Services Europe Ltd. (“S&P”), an “Aaa” by Moody’s Investors Service Inc. (“Moody’s”), an “AAA” by Fitch, Inc. (“Fitch”) and an “AAA” by DBRS Limited (“DBRS”) unless otherwise specified in the applicable Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning agency and each rating should be evaluated independently of any other. Whether or not each credit rating applied for in relation to a relevant Series of Covered Bonds will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (the “CRA Regulation”) will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation, unless the rating is provided by a credit rating agency operating in the European Union before 7 June, 2010 (the “EU CRA”), or a non-EU credit rating agency that is a member of the same group, where the EU CRA has submitted an application for registration in accordance with the CRA Regulation (or in the case of a non-EU affiliate, the EU CRA has in such application disclosed an intention to endorse the non-EU affiliate’s ratings) and such registration (or, in the case of the non-EU rating, the ability to endorse the relevant non-EU affiliate’s ratings) is not refused. Neither Moody’s, Fitch nor DBRS is established in the European Union. S&P has applied for registration under the CRA Regulation, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority. Moody’s Investors Service Ltd. has applied for registration under the CRA Regulation indicating an intention to endorse Moody’s ratings, although notification of the corresponding registration decision (including its ability to endorse Moody’s ratings) has not yet been provided by the relevant competent authority. Fitch Ratings Limited, one of Fitch’s EU CRA affiliates, has applied for registration under the CRA Regulation indicating an intention to endorse Fitch’s ratings, although notification of the corresponding registration decision (including such EU CRA affiliate’s ability to endorse Fitch’s ratings) has not yet been provided by the relevant competent authority. DBRS Ratings Limited has applied for registration under the CRA Regulation indicating an intention to endorse DBRS’s ratings, although notification of the corresponding registration decision (including its ability to endorse DBRS’s ratings) has not yet been provided by the relevant competent authority. Until the relevant competent authority has made its registration decision with regard to each endorsing EU CRA, the ratings of each of S&P, Moody’s, Fitch and DBRS will be allowed to be used for regulatory purposes by European regulated investors.***

This document together with all the documents incorporated by reference herein, other than those set out in paragraphs (e) to (h) on page 41, (such documents collectively, the “Incorporated Documents”) comprises (i) a base prospectus (the “Base Prospectus”) for the purposes of Article 5.4 of the Prospectus Directive and (ii) listing particulars (“Listing Particulars”) for the purpose of LR 2.2.11 of the Listing Rules Instrument 2005. References to Base Prospectus herein include the Listing Particulars unless the context otherwise requires. This document is not a prospectus for the purposes of Section 12(a)(2) or any other provision or order under the Securities Act.

You should rely only on the information contained or incorporated by reference in this document. We have not authorized anyone to provide you with different information. We are not, and none of the Dealers are, making an offer of these Covered Bonds in any state or jurisdiction where such offer is not permitted.

This document supersedes the prospectus of the Issuer dated March 26, 2010, except that Covered Bonds issued on or after the date of this document which are to be consolidated and form a single series with Covered Bonds issued prior to the date hereof will be subject to the Conditions of the Covered Bonds applicable on the date of issue for the first tranche of Covered Bonds of such series. Those Conditions are incorporated by reference in, and form part of, this document.

Copies of Final Terms or Stand-Alone Prospectuses for Covered Bonds that are offered to the public in the European Economic Area (“EEA”) or admitted to trading on a regulated market in the EEA in circumstances requiring publication of a prospectus in accordance with the Prospectus Directive or admitted to trading on the PSM (i) can be viewed on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name of the Issuer and the headline “Publication of Prospectus” and (ii) will be available without charge from the Issuer at 200 Bay Street, 4th Floor, North Tower, Toronto, Ontario, Canada, M5J 2W7, Attention: Investor Relations and the specified office of each Paying Agent set out at the end of this document, see “*Terms and Conditions of the Covered Bonds*”.

The Issuer and the Guarantor LP accept responsibility for the information in this Prospectus. To the best of the knowledge of the Issuer and the Guarantor LP, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This document should be read and construed with any amendment or supplement hereto and with any other documents which are deemed to be incorporated herein or therein by reference and shall be read and construed on the basis that such documents are so incorporated and form part of this document (but not the Base Prospectus or Listing Particulars, save for the Incorporated Documents and any supplementary prospectus approved by the UK Listing Authority and the documents specifically incorporated by reference therein). Any reference in this document to Base Prospectus means this document together with the Incorporated Documents. In relation to any Tranche or Series (as such terms are defined herein) of Covered Bonds, this document shall also be read and construed together with the applicable Final Terms(s).

The financial information incorporated by reference or contained in this document has been prepared in accordance with Canadian generally accepted accounting principles ("Canadian GAAP"). See "*Documents Incorporated by Reference*".

No person has been authorized by the Issuer, the Guarantor LP, the Bond Trustee or any of the Dealers to give any information or to make any representation not contained in or not consistent with this document or any amendment or supplement hereto or any document incorporated herein or therein by reference or entered into in relation to the Programme or any information supplied by the Issuer or the Guarantor LP or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorized by the Issuer, the Guarantor LP, any Dealer or the Bond Trustee.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accept any responsibility, as to the accuracy or completeness of the information contained or incorporated by reference in this document and any other information provided by the Issuer and the Guarantor LP in connection with the Programme. None of the Arrangers, the Dealers nor the Bond Trustee accepts any responsibility or liability in relation to the information contained or incorporated by reference in this document or any other information provided by the Issuer and the Guarantor LP in connection with the Programme. Neither the delivery of this document or any Final Terms nor the offering, sale or delivery of any Covered Bond shall, in any circumstances, create any implication that the information contained or incorporated by reference herein is true subsequent to the date hereof, the date indicated on such document incorporated by reference herein or the date upon which this document has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Issuer or the Guarantor LP since the date hereof, the date indicated on such document incorporated by reference herein or, as the case may be, the date upon which this document has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

None of this document nor any Final Terms nor any financial statements nor any further information supplied in connection with the Programme constitutes an offer or an invitation to subscribe for or purchase any Covered Bonds, nor are they intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Guarantor LP, the Dealers, the Bond Trustee or any of them that any recipient of this document, any supplement hereto, any information incorporated by reference herein or therein and, in respect to each Tranche of Covered Bonds, the applicable Final Terms, should subscribe for or purchase any Covered Bond. Each investor contemplating purchasing Covered Bonds should determine for itself the relevance of the information contained or incorporated by reference in this document, should make its own independent investigation of the condition (financial or otherwise) and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Guarantor LP and should consult its own legal and financial advisers prior to subscribing for or purchasing any of the Covered Bonds. Each investor or purchaser's purchase of Covered Bonds should be based upon such investigation as it deems necessary. Potential purchasers cannot rely, and are not entitled to rely, on the Dealers or the Bond Trustee in connection with their investigation of the accuracy of any information or their decision whether to subscribe for, purchase or invest in the Covered Bonds. None of the Dealers or the Bond Trustee undertakes any obligation to advise any investor or potential investor in or purchaser of the Covered Bonds of any information coming to the attention of any of the Dealers or the Bond Trustee, as the case may be.

The distribution of this document and any Final Terms and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. In particular, no action has been taken by the Issuer or the Guarantor LP or the Dealers which would permit a public offering of the Covered Bonds or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, the Covered Bonds may not be offered or sold, directly or indirectly, and neither this document nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the Prospectus Directive and any other applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this document or any Final Terms comes are required by the Issuer, the Guarantor LP, the Bond Trustee and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of this document or any Final Terms and other offering material relating to the Covered Bonds in Canada, the United States, the EEA (including the United Kingdom, France and Italy) and Japan, see “*Subscription and Sale and Transfer and Selling Restrictions*” below. Neither this document nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.

This Prospectus has been prepared on the basis that any offer of Covered Bonds in any Member State of the EEA which has implemented the Prospectus Directive (each, a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Covered Bonds. Accordingly, any person making or intending to make an offer in that Relevant Member State of Covered Bonds which are the subject of an offering contemplated in this Prospectus as completed by Final Terms in relation to the offer of those Covered Bonds may only do so in circumstances in which no obligation arises for 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, in each case, in relation to such offer. Neither the Issuer, the Guarantor LP, the Bond Trustee, nor any Dealer has authorized, nor do they authorize, the making of any offer of Covered Bonds in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Prospectus has not been submitted for clearance to the Autorité des marchés financiers in France.

All references in this document to “U.S.\$”, “U.S. dollars”, “USD” or “United States Dollars” are to the currency of the United States of America, to “\$”, “C\$”, “CAD” or “Canadian dollars” are to the currency of Canada and to “euro” and “€” are to the lawful currency of the Member States that adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended by the Treaty on European Union, as amended.

All references in this document to the “European Economic Area” or “EEA” are to the Member States of the European Union together with Iceland, Norway and Liechtenstein.

All references to “Condition(s)” are to the conditions described in this document under “*Terms and Conditions of the Covered Bonds*”.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF COVERED BONDS UNDER THE PROGRAMME, THE DEALER OR DEALERS (IF ANY) NAMED AS STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT COVERED BONDS (PROVIDED THAT, IN THE CASE OF ANY TRANCHE OF COVERED BONDS TO BE ADMITTED TO TRADING ON THE MARKET OR ANY OTHER REGULATED MARKET IN THE EEA, THE AGGREGATE PRINCIPAL AMOUNT OF COVERED BONDS ALLOTTED DOES NOT EXCEED 105 PER CENT. OF THE AGGREGATE PRINCIPAL AMOUNT OF THE RELEVANT TRANCHE) OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE COVERED BONDS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION OR OVER-ALLOTMENT MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE 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 STABILISATION ACTION

**OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

Investors whose investment authority is subject to legal restrictions should consult their legal advisers to determine whether and to what extent the Covered Bonds constitute legal investments for them. See “*Risk Factors – Legal investment considerations may restrict certain investment*”.

## NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

## U.S. INFORMATION

The Covered Bonds have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this document or confirmed the accuracy or determined the adequacy of the information contained in this document. Any representation to the contrary is unlawful.

This document is being provided on a confidential basis in the United States to a limited number of "qualified institutional buyers" within the meaning of Rule 144A (QIBs) for informational use only in connection with the consideration of the purchase of the Covered Bonds being offered hereby. Its use for any other purpose in the United States is not authorized. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

Registered Covered Bonds may be offered or sold within the United States only to QIBs in transactions exempt from registration under the Securities Act. Each U.S. purchaser of Registered Covered Bonds is hereby notified that the offer and sale of any Registered Covered Bonds to it may be being made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A under the Securities Act. Each purchaser or holder of Covered Bonds represented by a Rule 144A Global Covered Bond or any Covered Bonds issued in registered form in exchange or substitution therefor (together "**Legended Covered Bonds**") will be deemed, by its acceptance or purchase of any such Legended Covered Bonds, to have made certain representations and agreements intended to restrict the resale or other transfer of such Covered Bonds as set out in "*Subscription and Sale and Transfer and Selling Restrictions*". Unless otherwise stated, terms used in this paragraph have the meanings given to them in "*Form of the Covered Bonds*" and "*Subscription and Sale and Transfer and Selling Restrictions*".

**This document does not constitute an offer to sell or a solicitation of an offer to buy any Covered Bonds to you or any person in any jurisdiction where it is unlawful to make such an offer or solicitation.**



## AVAILABLE INFORMATION

By requesting copies of any of the documents referred to herein, each potential purchaser agrees to keep confidential the various documents and all written information clearly labelled "Confidential" which from time to time have been or will be disclosed to it concerning the Guarantor LP or the Issuer or any of their affiliates, and agrees not to disclose any portion of the same to any person.

Notwithstanding anything herein to the contrary, investors (and each employee, representative or other agent of the investors) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the offering and all materials of any kind (including opinions or other tax analyses) that are provided to the investors relating to such tax treatment and tax structure (as such terms are defined in Treasury Regulation Section 1.6011-4). This authorization of tax disclosure is retroactively effective to the commencement of discussions between the Issuer, the Guarantor LP, the Dealers or their respective representatives and a prospective investor regarding the transactions contemplated herein.

## CAUTION REGARDING FORWARD-LOOKING STATEMENTS

From time to time, the Issuer and or the Guarantor LP make written or oral forward-looking statements within the meaning of certain securities laws, including the "safe harbour" provisions of the *United States Private Securities Litigation Reform Act of 1995* and any applicable Canadian securities legislation. Forward-looking statements may be made in this Prospectus and in the documents incorporated by reference in this Prospectus, in other filings with Canadian regulators, the SEC or other securities regulators, in reports to shareholders and in other communications. The forward-looking statements contained in this Prospectus and in the documents incorporated by reference in this Prospectus include, but are not limited to, statements relating to the Issuer's financial performance objectives, the Issuer's vision and strategic goals, the economic, market and regulatory review and outlook for the Canadian, U.S. and global economies, the outlook and priorities for each of the Issuer's business segments, and the risk environment including liquidity and funding management. The forward-looking information contained in this document is presented for the purpose of assisting holders and potential purchasers of Covered Bonds and financial analysts in understanding the Issuer's financial position and results of operations as at and for the periods ended on the dates presented and the Issuer's vision and strategic goals and financial performance objectives, and may not be appropriate for other purposes. Forward-looking statements are typically identified by words such as "believe", "expect", "foresee", "forecast", "anticipate", "intend", "estimate", "goal", "plan" and "project" and similar expressions of future or conditional verbs such as "will," "may," "should," "could," or "would".

By their very nature, forward-looking statements require the Issuer and or the Guarantor LP to make assumptions and are subject to inherent risks and uncertainties, which give rise to the possibility that predictions, forecasts, projections, expectations or conclusions will not prove to be accurate, that assumptions may not be correct and that the Issuer's financial performance objectives, vision and strategic goals will not be achieved. Readers are cautioned not to place undue reliance on these statements as a number of risk factors could cause actual results to differ materially from the expectations expressed in such forward-looking statements. These factors – many of which are beyond the Issuer's and the Guarantor LP's control and the effects of which can be difficult to predict – include: credit, market, operational and liquidity and funding risks, and other risks discussed in the "Risk management" section of the Issuer's management's discussion and analysis and 2010 Annual Report incorporated by reference herein; general business, economic and financial market conditions in Canada, the United States, and certain other countries in which the Issuer or the Guarantor LP conduct business including the effects of the European sovereign debt crisis; changes in accounting standards, policies and estimates, including changes in the Issuer's estimates of provisions, allowances and valuations; the effects of changes in government fiscal, monetary and other policies; the effects of competition in the markets in which the Issuer and the Guarantor LP operate; the impact of changes in laws and regulations, including tax laws, changes to and new interpretations of risk-based capital guidelines, and reporting instructions and liquidity regulatory guidance, and the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and the regulations to be issued thereunder; judicial or regulatory judgments and legal proceedings; the accuracy and completeness of information concerning clients and counterparties of the Issuer and the Guarantor LP; the Issuer's ability to successfully execute its strategies and to complete and integrate strategic acquisitions and joint ventures successfully; and development and integration of the Issuer's distribution networks.

Readers are cautioned that the foregoing list of risk factors is not exhaustive and other factors could also adversely affect the Issuer's and the Guarantor LP's results. When relying on forward-looking statements to make decisions with respect to the Issuer and the Guarantor LP, investors and others should carefully consider the foregoing factors and other uncertainties and potential events. Except as required by law, none of the Issuer, the Guarantor LP, the Dealers, the Bond Trustee or any other person undertakes to

update any forward-looking statement, whether written or oral, that may be made from time to time by or on behalf of the Issuer or the Guarantor LP.

Additional information about these and other factors can be found under the "Risk management" section of the Issuer's management's discussion and analysis and 2010 Annual Report incorporated by reference herein.

#### **LIMITATIONS ON ENFORCEMENT OF U.S. LAWS AGAINST THE ISSUER, ITS MANAGEMENT AND OTHERS**

The Issuer is a Canadian chartered bank. Many of the Issuer's directors and executive officers and some of the experts named in this document, are resident outside the United States, and a substantial portion of the Issuer's assets and all or a substantial portion of the assets of such persons are located outside the United States. As a result, it may be difficult for you to effect service of process within the United States upon such persons to enforce against them judgments of the courts of the United States predicated upon, among other things, the civil liability provisions of the federal securities laws of the United States. In addition, it may be difficult for you to enforce, in original actions brought in courts in jurisdictions located outside the United States, among other things, civil liabilities predicated upon such securities laws.

The Issuer has been advised by its Canadian counsel, Ogilvy Renault LLP, that a judgment of a United States court predicated solely upon civil liability under such laws would probably be enforceable in Canada if the United States court in which the judgment was obtained has a basis for jurisdiction in the matter that was recognized by a Canadian court for such purposes. The Issuer has also been advised by such counsel, however, that there is substantial doubt whether an original action could be brought successfully in Canada predicated solely upon such civil liabilities.

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## PRINCIPAL CHARACTERISTICS OF THE PROGRAMME

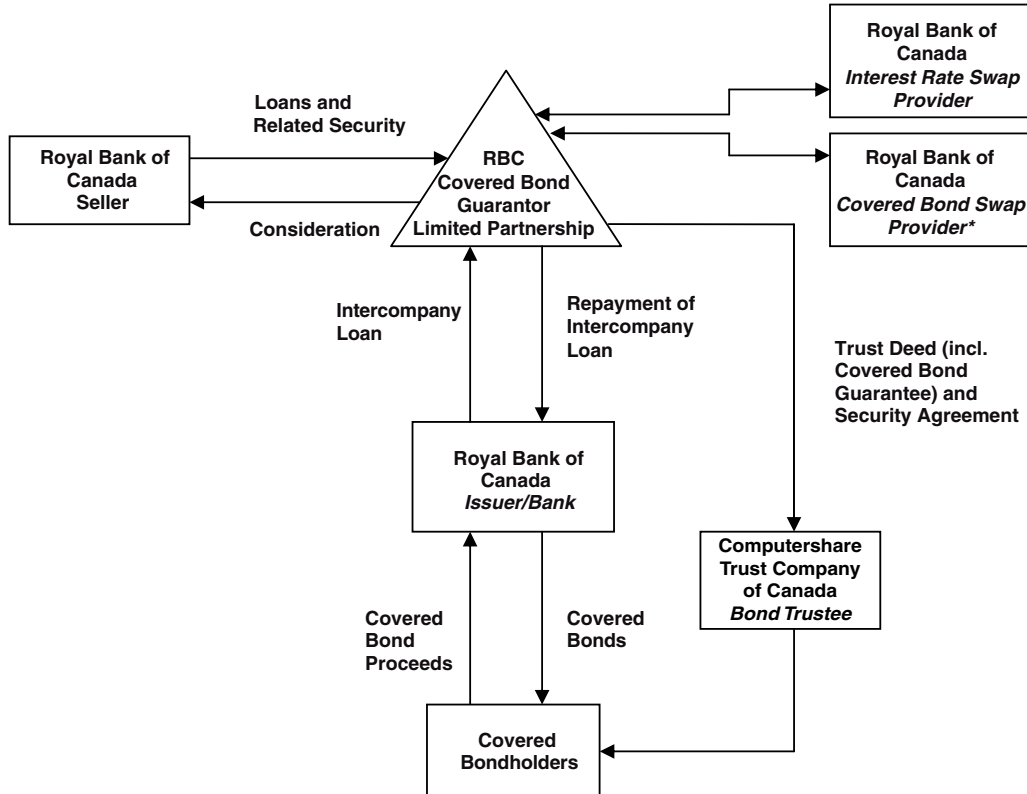
*The following synopsis does not purport to be complete and is taken from and is qualified in its entirety by, the remainder of this document. For further information, please see "Summary of the Principal Documents"*

<b>Issuer:</b>	Royal Bank of Canada
<b>Guarantor:</b>	RBC Covered Bond Guarantor Limited Partnership
<b>Bond Trustee:</b>	Computershare Trust Company of Canada
<b>Asset Monitor:</b>	Deloitte & Touche LLP
<b>Nature of eligible property:</b>	Residential mortgage loans, Substitute Assets up to the prescribed limit and Authorized Investments
<b>Location of eligible residential property underlying Mortgages:</b>	Provinces and territories of Canada
<b>Maximum loan to value ratio given credit under the Asset Coverage Test:</b>	80 per cent.
<b>Maximum Asset Percentage:</b>	97 per cent.
<b>Minimum Asset Percentage:</b>	90 per cent. unless otherwise agreed by the Issuer.
<b>Asset Coverage Test:</b>	As set out on pages 157-159.
<b>Amortization Test:</b>	As set out on pages 159-161.
<b>Reserve Fund:</b>	As set out on page 170.
<b>Extendable Maturities:</b>	Available
<b>Namenschuldverschreibung Option:</b>	Applicable

## STRUCTURE OVERVIEW

The information in this section is an overview of the structure relating to the Programme and does not purport to be complete. The information is taken from, and is qualified in its entirety by, the remainder of this document. Words and expressions defined below shall have the same meanings in this structural overview. A glossary of certain defined terms used in this document is contained at the end of this document.

### Structure Diagram



\* Cashflows under the Covered Bond Swap Agreement will be exchanged only after the occurrence of a Covered Bond Guarantee Activation Event.

### Structure Overview

- **Programme:** Under the terms of the Programme, the Issuer will issue Covered Bonds on each Issue Date. The Covered Bonds will be direct, unsecured and unconditional obligations of the Issuer. The Covered Bonds will be treated as deposits under the *Bank Act (Canada)*; however the Covered Bonds will not be deposits insured under the *Canada Deposit Insurance Corporation Act (Canada)*.
- **Covered Bond Guarantee:** The Guarantor LP has provided a direct and, following the occurrence of a Covered Bond Guarantee Activation Event, unconditional and irrevocable guarantee as to payments of interest and principal under the Covered Bonds when such amounts become Due for Payment where such amounts would otherwise be unpaid by the Issuer. Upon the occurrence of a Covered Bond Guarantee Activation Event, the Covered Bonds will become immediately due and payable as against the Issuer. Upon a Covered Bond Guarantee Activation Event that includes service of a Guarantor LP Acceleration Notice on the Guarantor LP, the Guarantor LP's obligations under the Covered Bond Guarantee will be accelerated. Payments by the Guarantor LP under the Covered Bond Guarantee will be made subject to, and in accordance with, the Priorities of Payment.

- *Security:* The Guarantor LP's obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party are secured by a first ranking security interest over the present and future acquired assets of the Guarantor LP (which consist principally of the Guarantor LP's interest in the Covered Bond Portfolio, the Substitute Assets, the Authorized Investments, the Transaction Documents to which it is a party, funds being held for the account of the Guarantor LP by its service providers and funds in the Guarantor LP Accounts) in favour of the Bond Trustee (for itself and on behalf of the Secured Creditors) pursuant to the Security Agreement.
- *Intercompany Loan:* Under the terms of the Intercompany Loan Agreement the Bank has made available to the Guarantor LP, on an unsecured basis, an interest-bearing Intercompany Loan, comprised of a Guarantee Loan and a revolving Demand Loan in a combined aggregate amount equal to the Total Credit Commitment. The Intercompany Loan is denominated in Canadian dollars. The interest rate on the Intercompany Loan is a Canadian Dollar floating rate determined by the Bank from time to time, subject to a maximum of the floating rate under the Interest Rate Swap Agreement less the sum of a minimum spread and an amount for certain expenses of the Guarantor LP. The balance of the Guarantee Loan and Demand Loan will fluctuate with the issuances and redemptions of Covered Bonds and the requirements of the Asset Coverage Test. The Guarantee Loan is in an amount equal to the balance of outstanding Covered Bonds at any relevant time plus that portion of the Covered Bond Portfolio required as security for the Covered Bonds in excess of the amount of then outstanding Covered Bonds (see "*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*"). The Demand Loan is a revolving credit facility, the outstanding balance of which is equal to the difference between the balance of the Intercompany Loan and the balance of the Guarantee Loan at any relevant time.

At any time prior to a Demand Loan Repayment Event, the Guarantor LP may borrow any withdrawn or committed amount or re-borrow any amount repaid by the Guarantor LP under the Intercompany Loan for a permitted purpose provided, among other things, (i) such drawing does not result in the Intercompany Loan exceeding the Total Credit Commitment; and (ii) no Issuer Event of Default or Guarantor LP Event of Default has occurred and is continuing.

To the extent the Covered Bond Portfolio increases or is required to be increased to meet the Asset Coverage Test, the Bank may increase the Total Credit Commitment to enable the Guarantor LP to acquire New Loans and their Related Security from the Seller.

The Demand Loan or any portion thereof will be repayable no later than the first Business Day following 60 days after a demand therefor is served on the Guarantor LP, subject to a Demand Loan Repayment Event having occurred and the Asset Coverage Test being met on the date of repayment after giving effect to such repayment. Following the occurrence of a Demand Loan Repayment Event, the Guarantor LP will be required to repay any amount of the Demand Loan that exceeds the Demand Loan Contingent Amount on the first Guarantor LP Payment Date following 60 days after such Demand Loan Repayment Event, except in connection with a calculation of the Asset Percentage (see "*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*"), in which case the full amount of the then outstanding Demand Loan will be repayable on the date of such calculation. Repayment of any amount outstanding under the Demand Loan will be subject to the Asset Coverage Test being met on the date of repayment after giving effect to such repayment.

The Guarantor LP may repay the principal on the Demand Loan in accordance with the Priorities of Payment and the terms of the Intercompany Loan Agreement, using (i) funds being held for the account of the Guarantor LP by its service providers and/or funds in the Guarantor LP Accounts; and/or (ii) proceeds from the sale of Substitute Assets and/or Authorized Investments, as the case may be; and/or (iii) proceeds from the sale of Loans and their Related Security to the Seller or to another person subject to a right of pre-emption on the part of the Seller.

The Guarantor LP will be entitled to set off amounts paid by the Guarantor LP under the Covered Bond Guarantee against amounts owing under the Intercompany Loan Agreement.

For greater certainty, payments due by the Issuer under the Covered Bonds are not conditional upon receipt by the Issuer of payments in respect of the Intercompany Loan.

- *Proceeds of the Intercompany Loan:* The Guarantor LP has used advances under the Intercompany Loan to purchase Loans and their Related Security for the Covered Bond Portfolio in accordance with the terms of the Mortgage Sale Agreement and may use additional advances (i) to purchase New Loans and their Related Security for the Covered Bond Portfolio pursuant to the terms of the Mortgage Sale Agreement; and/or (ii) to invest in Substitute Assets in an amount not exceeding the prescribed limit; and/or (iii) subject to complying with the Asset Coverage Test, to make Capital Distributions to the Limited Partner; and/or (iv) to make deposits of the proceeds in the Guarantor LP Accounts

(including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit) and investments in Authorized Investments.

- *Consideration:* Under the terms of the Mortgage Sale Agreement, the Seller has sold Loans and their Related Security to the Guarantor LP for the Covered Bond Portfolio on a fully-serviced basis in exchange for cash consideration equal to the fair market value of such Loans at the relevant Transfer Date. The Limited Partner may also make Capital Contributions of New Loans and their Related Security on a fully-serviced basis in exchange for an additional interest in the capital of the Guarantor LP.
- *Cashflows:* At any time there is no Asset Coverage Test Breach Notice outstanding and no Covered Bond Guarantee Activation Event has occurred, the Guarantor LP will:
  - apply Available Revenue Receipts to (i) pay interest due on the Intercompany Loan; and (ii) make Capital Distributions to the Limited Partner. However, these payments will only be made in accordance with, and after payment of certain items ranking higher in, the Pre-Acceleration Revenue Priority of Payments (including, but not limited to certain expenses and amounts due to the Interest Rate Swap Provider and the Covered Bond Swap Provider); and
  - apply Available Principal Receipts to (i) pay principal amounts outstanding on the Intercompany Loan; (ii) acquire New Loans and their Related Security; and (iii) make Capital Distributions to the Limited Partner. However, these payments will only be made in accordance with, and after payment of certain items ranking higher in, the Pre-Acceleration Principal Priority of Payment.

For further details of the Pre-Acceleration Revenue Priority of Payments and Pre-Acceleration Principal Priority of Payments, see “*Cashflows*” below.

While an Asset Coverage Test Breach Notice is outstanding but prior to a Covered Bond Guarantee Activation Event having occurred, the Guarantor LP will continue to apply Available Revenue Receipts and Available Principal Receipts as described above, except that, while any Covered Bonds remain outstanding:

- in respect of Available Revenue Receipts, no further amounts will be paid to the Issuer under the Intercompany Loan Agreement, towards any indemnity amount due to any of the Partners under the Guarantor LP Agreement or towards any Capital Distributions (but payments will, for the avoidance of doubt, continue to be made under the relevant Swap Agreements); and
- in respect of Available Principal Receipts, no payments will be made other than into the GIC Account (see “*Cashflows*” below).

Following service of a Notice to Pay on the Guarantor LP (but prior to service of a Guarantor LP Acceleration Notice on the Guarantor LP) the Guarantor LP will use all moneys to pay Guaranteed Amounts in respect of the Covered Bonds when the same become Due for Payment subject to paying higher ranking obligations of the Guarantor LP (including the obligations of the Guarantor LP to make repayment on the Demand Loan, as described above) in accordance with the Priorities of Payment.

Following service of a Guarantor LP Acceleration Notice on the Guarantor LP, the Covered Bonds will become immediately due and repayable (if not already due and payable following the occurrence of an Issuer Event of Default) and the Bond Trustee will enforce its claim against the Guarantor LP under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount in respect of each Covered Bond together with accrued interest and any other amounts due under the Covered Bonds (other than additional amounts payable by the Issuer under Condition 8). At such time the Security will also become enforceable by the Bond Trustee (for the benefit of the Covered Bondholders). Any moneys recovered by the Bond Trustee from realization on the Security following enforcement will be distributed according to the Post-Enforcement Priority of Payments, see “*Cashflows*” below.

- *Asset Coverage Test:* The Programme provides that the assets of the Guarantor LP are subject to an Asset Coverage Test in respect of the Covered Bonds. Accordingly, for so long as Covered Bonds remain outstanding, the Guarantor LP must ensure that monthly, on each Calculation Date, the Adjusted Aggregate Loan Amount will be in an amount equal to or in excess of the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on that Calculation Date. The Bank will agree to use all reasonable efforts to ensure that the Asset Coverage Test will be met. The Asset Coverage Test will not give credit to Non-Performing Loans. The Asset Coverage Test will be tested by the Cash Manager on each Calculation Date and monitored from time to time by the Asset Monitor. A breach of the Asset Coverage Test on a Calculation Date, if not remedied so that the breach no longer exists on the immediately succeeding Calculation Date, will require the Guarantor LP (or the Cash Manager on its behalf) to serve an Asset Coverage Test Breach Notice on the Partners, the Bond Trustee and the Guarantor LP. An Asset Coverage Test Breach Notice will be revoked if the Asset Coverage Test is satisfied on the next Calculation Date following

service of the Asset Coverage Test Breach Notice, provided a Covered Bond Guarantee Activation Event has not occurred. See “*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*”.

At any time an Asset Coverage Test Breach Notice is outstanding:

- (a) the application of Available Revenue Receipts and Available Principal Receipts will be restricted; and
- (b) the Issuer will not be permitted to make further issuances of Covered Bonds.

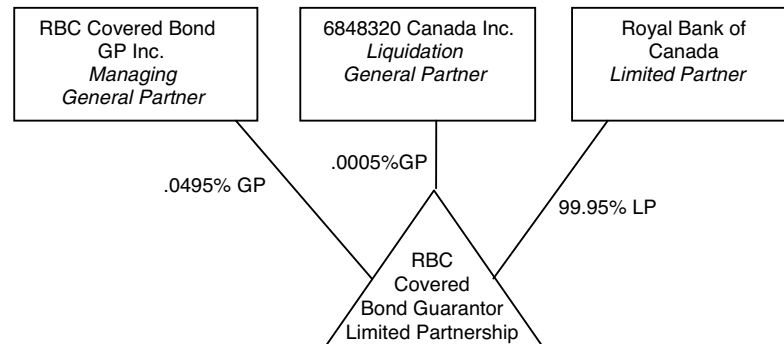
If an Asset Coverage Test Breach Notice has been served and is not revoked on or before the Guarantor LP Payment Date following the next Calculation Date after service of such Asset Coverage Test Breach Notice, then an Issuer Event of Default will have occurred and the Bond Trustee will be entitled (and, in certain circumstances, may be required) to serve an Issuer Acceleration Notice on the Issuer, following which the Bond Trustee must serve a Notice to Pay on the Guarantor LP (which shall constitute a Covered Bond Guarantee Activation Event).

- *Amortization Test:* In addition, following service of a Notice to Pay on the Guarantor LP (but prior to service of a Guarantor LP Acceleration Notice) and, for so long as Covered Bonds remain outstanding, the Guarantor LP must ensure that on each Calculation Date following service of such Notice to Pay on the Guarantor LP that, the Amortization Test Aggregate Loan Amount is in an amount at least equal to the Canadian Dollar Equivalent of the then aggregate Principal Amount Outstanding of the Covered Bonds. The Amortization Test will be tested by the Cash Manager and will be monitored by the Asset Monitor. A breach of the Amortization Test will constitute a Guarantor LP Event of Default, which will entitle the Bond Trustee to serve a Guarantor LP Acceleration Notice declaring the Covered Bonds immediately due and repayable and entitle the Bond Trustee to enforce on the Security granted under the Security Agreement.
- *Extendable obligations under the Covered Bond Guarantee:* An Extended Due for Payment Date may be specified as applying in relation to a Series of Covered Bonds in the applicable Final Terms. This means that if the Issuer fails to pay the Final Redemption Amount of the relevant series of Covered Bonds on the Final Maturity Date (subject to applicable grace periods) and if the Guaranteed Amounts equal to the Final Redemption Amount of the relevant Series of Covered Bonds are not paid in full by the Extension Determination Date (for example because, following the service of a Notice to Pay on the Guarantor LP, the Guarantor LP has insufficient moneys available in accordance with the Priorities of Payment to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount of the relevant Series of Covered Bonds after payment of higher ranking amounts and taking into account amounts ranking *pari passu* in the Priorities of Payment) then payment of the unpaid amount pursuant to the Covered Bond Guarantee will be automatically deferred (without a Guarantor LP Event of Default occurring as a result of such non-payment) and will be due and payable twelve months later on the Extended Due for Payment Date (subject to any applicable grace period) and interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 5, at a Rate of Interest determined in accordance with Condition 5.03 (in the same manner as the Rate of Interest for Floating Rate Covered Bonds). To the extent that a Notice to Pay has been served on the Guarantor LP and the Guarantor LP has sufficient time and sufficient moneys to pay in part the Guaranteed Amounts corresponding to the relevant Final Redemption Amount in respect of the relevant Series of Covered Bonds, the Guarantor LP will make such partial payment on any Interest Payment Date up to and including the relevant Extended Due for Payment Date, in accordance with the Priorities of Payment and as described in Condition 6.01 and will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date with any unpaid portion thereof becoming due and payable on the Extended Due for Payment Date. Any amount that remains unpaid on any such Interest Payment Date will be automatically deferred for payment until the applicable Extended Due for Payment Date (where the relevant Series of Covered Bonds are subject to an Extended Due for Payment Date).
- *Servicing:* The Bank, as Servicer, has agreed to provide administrative services to the Guarantor LP in respect of the Covered Bond Portfolio. In certain circumstances, the Bank may be required to assign the role of Servicer to a third party acceptable to the Bond Trustee and qualified to service the Covered Bond Portfolio (see “*Summary of the Principal Documents – Servicing Agreement*”).
- *Further Information:* For a more detailed description of the transactions summarized above relating to the Covered Bonds see, amongst other relevant sections of this document, “*Summary of the Programme*”, “*Terms and Conditions of the Covered Bonds*”, “*Summary of the Principal Documents*”, “*Credit Structure*” and, “*Cashflows*”.



### Ownership Structure of the Guarantor LP

- The Partners of the Guarantor LP are the Limited Partner, which holds 99.95 per cent. of the interest in the Guarantor LP, and the Managing GP and the Liquidation GP, each of whom own 99 per cent. and 1 per cent., respectively, of the remaining .05 per cent. general partner interest in the Guarantor LP.



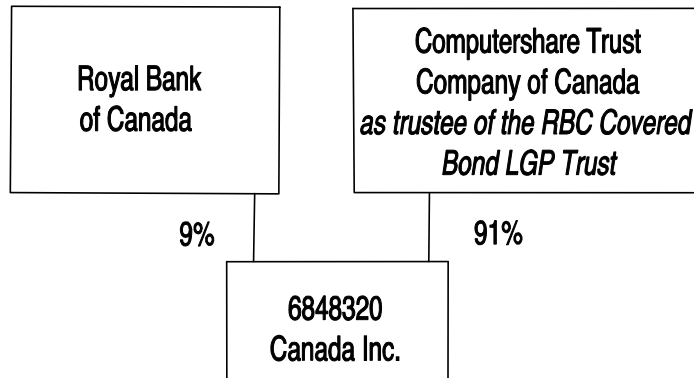
- A new Limited Partner may be admitted to the Guarantor LP, subject to meeting certain conditions precedent including (except in the case of a Subsidiary of a current Limited Partner), but not limited to, receipt of Rating Agency Confirmation.
- Other than in respect of those decisions reserved to the Partners and the limited circumstances described below, the Managing GP will manage and conduct the business of the Guarantor LP and will have all the rights, power and authority to act at all times for and on behalf of the Guarantor LP (provided that a voluntary liquidation of the Guarantor LP would require the consent of the Liquidation GP).
- Under certain circumstances, including a Covered Bond Guarantee Activation Event or insolvency or winding-up of the Managing GP, the Liquidation GP will assume the management responsibilities of the Managing GP.

### Ownership Structure of the Managing GP

- The Managing GP is a wholly-owned subsidiary of the Bank. The directors and officers of the Managing GP are officers and employees of the Bank.

**Ownership Structure of the Liquidation GP**

- 91 per cent. of the issued and outstanding shares in the capital of the Liquidation GP are held by the Corporate Services Provider, as trustee of the RBC Covered Bond LGP Trust (the “**LGP Trust**”) and 9 per cent. of the issued and outstanding shares in the capital of the Liquidation GP are held by the Bank. A majority of the directors of the Liquidation GP are appointed by the Corporate Services Provider, as trustee of the LGP Trust, and are independent of the Bank. The Bank is entitled to have one nominee on the board of the Liquidation GP who is an officer or employee of the Bank.
- The beneficiary of the LGP Trust is one or more charities registered under the *Income Tax Act* (Canada).



## RISK FACTORS

*The Issuer and the Guarantor LP believe that the following factors are material for the purpose of assessing risks associated with the Issuer and the Guarantor LP. Most of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor LP is in a position to express a view on the likelihood of any such contingency occurring or the likelihood or extent to which any such contingencies may affect the ability of the Issuer or the Guarantor LP to pay interest, principal or other amounts on or in connection with any Covered Bonds. In addition, factors, although not exhaustive, which could be material for the purpose of assessing the market risk associated with Covered Bonds issued under the Programme are also described below. Except as required by law, the Issuer and the Guarantor LP do not undertake to update any forward looking statement, whether written or oral, that may be made from time to time by the Issuer and the Guarantor LP or on the Issuer's or Guarantor LP's behalf.*

*The Issuer and the Guarantor LP believe that the factors described below represent the principal risks inherent in investing in Covered Bonds issued under the Programme, but the inability of the Issuer and the Guarantor LP to pay interest, principal or other amounts on or in connection with any Covered Bonds or to perform any of its obligations may occur for other reasons and neither the Issuer nor the Guarantor LP represents that the statements below regarding the risks of holding any Covered Bonds are exhaustive. The risks described below are not the only risks faced by the Issuer and the Guarantor LP. Additional risks and uncertainties not presently known to the Issuer or the Guarantor LP or that they currently believe to be immaterial could also have a material impact on the business operations of the Issuer or the Guarantor LP or affect the ability of Issuer or the Guarantor LP to pay interest, principal or other amounts on or in connection with any Covered Bonds or to perform any of its obligations. Prospective investors should also read the detailed information set out elsewhere in this document (including information incorporated by reference) and any applicable Final Terms to reach their own views prior to making any investment decisions.*

**THE PURCHASE OF COVERED BONDS MAY INVOLVE SUBSTANTIAL RISKS AND MAY BE SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE COVERED BONDS. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY, IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES, (I) ALL THE INFORMATION SET FORTH IN THIS DOCUMENT AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW AND (II) ALL THE INFORMATION SET FORTH IN THE APPLICABLE FINAL TERMS. PROSPECTIVE INVESTORS SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM NECESSARY WITHOUT RELYING ON THE ISSUER OR ANY DEALER.**

**AN INVESTMENT IN COVERED BONDS LINKED TO ONE OR MORE REFERENCE ITEMS MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL DEBT SECURITY, INCLUDING BUT NOT LIMITED TO THE RISKS SET OUT BELOW. THE AMOUNT PAID BY THE ISSUER ON REDEMPTION OF THE COVERED BONDS MAY BE LESS THAN THE NOMINAL AMOUNT OF THE COVERED BONDS, TOGETHER WITH ANY ACCRUED INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO. WHERE THE COVERED BONDS ARE REDEEMED BY THE ISSUER BY DELIVERY OF CASH, SECURITIES AND/OR OTHER PROPERTY THE VALUE OF SUCH CASH, SECURITIES AND/OR OTHER PROPERTY MAY BE LESS THAN THE NOMINAL AMOUNT OF THE COVERED BONDS, TOGETHER WITH ANY ACCRUED INTEREST, AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO.**

**CERTAIN ISSUES OF COVERED BONDS INVOLVE A HIGH DEGREE OF RISK AND POTENTIAL INVESTORS SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT.**

### **Factors which are material for the purpose of assessing risks relating to the Issuer**

Banking and financial services involves inherent risks. Prospective investors should consider credit risk, market risk, operational risk, liquidity and funding risk, reputation risk, regulatory and legal risk, insurance risk, environmental risk as described in the "Risk management" section beginning on page 37 and the "Overview of other risks" section beginning on page 48 of the Issuer's 2010 Annual Report and the "Risk management" section beginning on page 16 of the Issuer's First Quarter 2011 Report to Shareholders, incorporated by reference herein which sections supplement the Risk Factors set out below.

### *Credit risk*

Credit risk is the risk of loss associated with an obligor's inability or unwillingness to fulfill its contractual obligations. Credit risk may arise directly from the risk of default of a primary obligor (e.g. issuer, debtor, counterparty, borrower or policyholder), or indirectly from a secondary obligor (e.g. guarantor, reinsurer).

The failure to effectively manage credit risk across the Issuer's organization and all products, services and activities can have a direct, immediate and material impact on the Issuer's earnings and reputation.

### *Market risk*

Market risk is the risk of loss that may arise from changes in market factors such as interest rates, foreign exchange rates, equity or commodity prices, and credit spreads. The Issuer is exposed to market risk in its trading activity and the Issuer's asset/liability management activities. The level of market risk to which the Issuer is exposed varies depending on market conditions, expectations of future price and yield movements and the composition of the Issuer's trading portfolio.

### *Liquidity and funding risk*

Liquidity and funding risk is the risk that the Issuer may be unable to generate or obtain sufficient cash or its equivalent in a timely and cost-effective manner to meet its commitments as they come due.

### *Operational risk*

Operational risk is the risk of loss or harm resulting from inadequate or failed internal processes, people and systems or from external events.

Operational risk is embedded in all the Issuer's activities, including the practices and controls used to manage other risks. Failure to manage operational risk can result in direct or indirect financial loss, reputational impact, regulatory censure, or failure in the management of other risks such as credit or market risk.

Notwithstanding anything in this risk factor, this risk factor should not be taken as implying that the Issuer will be unable to comply with its obligations as a company with securities admitted to the Official List or as a supervised firm regulated by the Financial Services Authority.

### *Strategic Risk*

Strategic risk is the risk that the enterprise or particular business areas will make inappropriate strategic choices, or will be unable to successfully implement selected strategies or related plans and decisions. For example, failure to successfully integrate and retain clients and key employees from the Issuer's strategic acquisitions or joint ventures may adversely affect the Issuer's financial performance.

### *Regulatory and legal risk*

Regulatory and legal risk is the risk of negative impact to business activities, earnings or capital, regulatory relationships or reputation as a result of failure to comply with or a failure to adapt to current and changing regulations, law, industry codes or rules, regulatory expectations, or ethical standards.

Laws and regulations are in place to protect the financial and other interests of the Issuer's clients, investors and the public. Changes to laws, including tax laws, regulations or regulatory policies, as well as the changes in how they are interpreted, implemented or enforced, could adversely affect the Issuer, for example by lowering barriers to entry in the businesses in which it operates or increasing its costs of compliance. Further, there is no assurance that the Issuer always will be or will be deemed to be in compliance with laws, regulations or regulatory policies. Accordingly, it is possible that the Issuer could receive a judicial or regulatory judgment or decision that results in fines, damages, and other costs or injunctions or loss of licenses or registrations that would damage its reputation and negatively impact on its earnings. In addition, the Issuer is subject to litigation arising in the ordinary course of its business and the adverse resolution of any litigation could have a material adverse effect on its results or could give rise to significant reputational damage, which in turn could impact its future business prospects.

### *Reputation risk*

Reputation risk is the risk that an activity undertaken by an organization or its representatives will impair its image in the community or lower public confidence in it, resulting in the loss of business, legal action or increased regulatory oversight.

Reputation risk can arise from a number of events and primarily occurs in connection with regulatory, legal and operational risks. Operational failures and non-compliance with laws and regulations can have a significant reputational impact on the Issuer.

### *Insurance risk*

Insurance risk is the exposure to potential financial loss arising from payments that are different than anticipated (e.g., number, amount, or timing) under an insurance policy or reinsurance treaty. Insurance risk is primarily associated with adverse experience with respect to mortality, morbidity, longevity, claim frequency, claim severity, policyholder behaviour and expense.

### *Environmental risk*

Environmental risk is the risk of loss to financial, operational or reputational value resulting from the impact of environmental issues. Environmental risk arises from the Issuer's business activities and its operations. For example, the environmental issues associated with the Issuer's clients' purchase and sale of contaminated property or development of large-scale projects may give rise to credit and reputation risk. Operational and legal risks may arise from environmental issues at the Issuer's branches, offices or data processing centres.

In addition, the following discussion sets forth other factors the Issuer believes could cause its actual results to differ materially from expected results.

### *General business and economic conditions in Canada, the U.S. and other countries in which the Issuer conducts business*

The Issuer's earnings are significantly affected by the general business and economic conditions in the geographic regions in which it operates. These conditions include consumer saving and spending habits as well as consumer borrowing and repayment patterns, business investment, government spending, the level of activity and volatility of the capital markets and inflation. For example, an economic downturn in a country may result in high unemployment and lower family income, corporate earnings, business investment and consumer spending, and could adversely affect the demand for the Issuer's loan and other products. In addition, the Issuer's provision for credit losses would likely increase, resulting in lower earnings.

### *Changes in accounting standards and accounting policies and estimates*

From time to time, the Accounting Standards Board of the Canadian Institute of Chartered Accountants (the "AcSB") changes the financial accounting and reporting standards that govern the preparation of the Issuer's financial statements. These changes can be difficult to anticipate and can materially impact how the Issuer records and reports its financial condition and results of operations. In some instances, the Issuer may be required to retroactively apply a new or revised standard that results in it restating prior period financial statements. Significant accounting policies are described in Note 1 to the Issuer's 2010 Annual Consolidated Financial Statements beginning on page 80 of the Issuer's 2010 Annual Report incorporated by reference herein.

The Issuer is required to adopt International Financial Reporting Standards ("IFRS") commencing November 1, 2011. For further details on the Issuer's future adoption of IFRS, refer to the section entitled "Accounting and control matters" on pages 56 to 62 of the Issuer's 2010 Annual Report.

### *Government fiscal, monetary and other policies*

The Issuer's businesses and earnings are affected by the fiscal, monetary or other policies that are adopted by the Bank of Canada and various other Canadian regulatory authorities, the Board of Governors of the Federal Reserve System in the United States, and other U.S. government authorities, as well as those adopted by international regulatory authorities and agencies, in jurisdictions in which the Issuer operates. As well, such policies can adversely affect the Issuer's clients and counterparties in Canada, the United States and internationally, which may increase the risk of default by such clients and counterparties.

#### *Level of competition*

The competition for clients among financial services companies in the markets in which the Issuer operates is intense. Client loyalty and retention can be influenced by a number of factors, including relative service levels, the prices and attributes of the Issuer's products or services, the Issuer's reputation and actions taken by the Issuer's competitors. Other financial services companies, such as insurance companies and non-financial companies, are increasingly offering services traditionally provided by banks. Such competition could also reduce net interest income, fee revenue and adversely affect the Issuer's earnings.

#### *Ability to attract and to retain employees*

Competition for qualified employees is intense within the financial services industry and from non-financial industries looking to recruit. If the Issuer is unable to retain and attract qualified employees, its results of operations and financial condition, including its competitive position, may be materially adversely affected.

#### *Accuracy and completeness of information on clients and counterparties*

When deciding to extend credit or enter into other transactions with clients and counterparties, the Issuer may rely on information provided by or on behalf of clients and counterparties, including audited financial statements and other financial information. The Issuer also may rely on representations of clients and counterparties as to the completeness and accuracy of that information. The Issuer's financial results could be adversely impacted if the financial statements and other financial information relating to clients and counterparties on which it relies do not comply with Canadian GAAP or are materially misleading.

#### *Development and integration of the Issuer's distribution networks*

Although the Issuer regularly explores opportunities to expand its distribution networks, either through acquisitions or organically by adding, for example, new bank branches, insurance offices, online savings accounts and automated teller machines in high-growth, receptive markets in Canada, the United States and internationally, if the Issuer is not able to develop or integrate these distribution networks effectively, its results of operations and financial condition may be negatively affected.

#### ***Other factors***

Other factors that may affect actual results include changes in government trade policy, the timely and successful development of new products and services, the Issuer's ability to cross-sell more products to customers, technological changes and the Issuer's reliance on third parties to provide components of the Issuer's business infrastructure, the failure of third parties to comply with their obligations to the Issuer and its affiliates as such obligations relate to the handling of personal information, fraud by internal or external parties, the possible impact on the Issuer's business from disease or illness that affects local, national or global economies, disruptions to public infrastructure, including transportation, communication, power and water, international conflicts and other political developments including those relating to the war on terrorism, and the Issuer's success in anticipating and managing the associated risks.

#### **Factors which are material for the purpose of assessing risks relating to the Guarantor LP**

##### ***Finite resources available to the Guarantor LP to meet its obligations under the Covered Bond Guarantee***

The Guarantor LP's ability to meet its obligations under the Covered Bond Guarantee will depend on: (i) the realizable value of the assets of the Guarantor LP, including the Covered Bond Portfolio; (ii) the amount of Available Revenue Receipts and Available Principal Receipts generated by the Covered Bond Portfolio and the timing thereof; (iii) amounts received from the Swap Providers; (iv) the realizable value of Substitute Assets and/or Authorized Investments held by it; and (v) the receipt by it of funds held for and on behalf of the Guarantor LP by its service providers and of credit balances and interest on credit balances from the Guarantor LP Accounts. The Guarantor LP will not have any other source of funds available to meet its obligations under the Covered Bond Guarantee.

If a Guarantor LP Event of Default occurs and the Security created by or pursuant to the Security Agreement is enforced, the proceeds from the realization of the Charged Property may not be sufficient to meet the claims of all the Secured Creditors, including the holders of the Covered Bonds.

If, following enforcement of the Security constituted by or pursuant to the Security Agreement, the Secured Creditors have not received the full amount due to them pursuant to the terms of the Transaction Documents, it is expected that they will have an unsecured claim against the Issuer for the shortfall. There is no guarantee that the Issuer will have sufficient funds to pay that shortfall.

Holders of the Covered Bonds should note that the Asset Coverage Test has been structured to ensure that the Adjusted Aggregate Loan Amount is at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding, which should reduce the risk of there ever being a shortfall (although there is no assurance of this result and the sale of New Loans and their Related Security by the Seller to the Guarantor LP, advances under the Intercompany Loan or additional Capital Contributions by the Limited Partner may be required to avoid or remedy a breach of the Asset Coverage Test). The Guarantor LP must ensure that following the service of a Notice to Pay, the Amortization Test is met on each Calculation Date. A breach of the Amortization Test will constitute a Guarantor LP Event of Default and will entitle the Bond Trustee to serve a Guarantor LP Acceleration Notice on the Guarantor LP (see "*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*" and "*Credit Structure – Asset Coverage Test*"). The Bank will use all reasonable efforts to ensure that the Guarantor LP is in compliance with the Asset Coverage Test. This may include making advances under the Intercompany Loan, selling New Loans and their Related Security to the Guarantor LP or making a Capital Contribution on or before the next Calculation Date following delivery of an Asset Coverage Test Breach Notice in amounts sufficient to avoid such shortfall on future Calculation Dates.

### ***Reliance of the Guarantor LP on Third Parties***

The Guarantor LP has entered into agreements with a number of third parties pursuant to which such third parties have agreed to perform services for the Guarantor LP. In particular, but without limitation, the Servicer has been appointed to service Loans in the Covered Bond Portfolio sold to the Guarantor LP and may sub-contract or delegate the performance of, and has so delegated certain of its duties to, sub-contractors in accordance with the terms of the Servicing Agreement, the Cash Manager has been appointed to calculate and monitor compliance with the Asset Coverage Test and the Amortization Test and to provide cash management services to the Guarantor LP and the GIC Account and Transaction Account (to the extent maintained) will be held with the Account Bank. Several of those roles, including, but not limited to, the roles of Servicer, Cash Manager and Account Bank, are initially performed by the Bank (see also "*Other factors which are material for the purposes of assessing the risks involved in an investment in the Covered Bonds - Roles of the Bank in Connection with the Programme*"). In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realizable value of the Covered Bond Portfolio or any part thereof or pending such realization (if the Covered Bond Portfolio or any part thereof cannot be sold) may affect the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee. For instance, if the Servicer (or a sub-contractor or delegate of the Servicer) has failed to adequately administer the Loans, this may lead to higher incidences of non-payment or default by Borrowers. The Guarantor LP is also reliant on the Swap Providers to provide it with the funds matching its obligations under the Intercompany Loan Agreement and the Covered Bond Guarantee, as described below.

If a Servicer Event of Default occurs pursuant to the terms of the Servicing Agreement as a result of actions of or events affecting the Servicer or a sub-contractor of the Servicer, then the Guarantor LP and/or the Bond Trustee will be entitled to terminate the appointment of the Servicer and appoint a new servicer in its place. There can be no assurance that a substitute servicer with sufficient experience in administering mortgages of residential properties in Canada would be found who would be willing and able to service the Loans and their Related Security and enter into a servicing agreement with the Guarantor LP. If found, a substitute servicer may not have ratings from the Rating Agencies on its unsecured, unguaranteed and unsubordinated debt obligations above the level specified in the Servicing Agreement and a Rating Agency Confirmation may not be delivered for such substitute servicer. A substitute servicer may charge higher servicing fees that it agrees to with the Guarantor LP, which servicing fees would be entitled to priority over payments to holders of the Covered Bonds.

The ability of a substitute servicer to fully perform the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect the realizable value of the Covered Bond Portfolio or any part thereof, and/or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

The Servicer has no obligation itself to advance payments that Borrowers fail to make in a timely fashion. Holders of the Covered Bonds will have no right to consent to or approve of any actions taken by the Servicer under the Servicing Agreement.

The Bond Trustee is not obligated to act as a servicer or to monitor the performance by the Servicer of its obligations in any circumstances.

### ***Reliance on Swap Providers***

To provide a hedge against possible variances in the rates of interest payable on the Loans in the Covered Bond Portfolio (which may, for example, include variable rates of interest or fixed rates of interest) and the interest amounts payable on the Intercompany Loan and (following the occurrence of a Covered Bond Guarantee Activation Event) the Covered Bond Swap Agreement, the Guarantor LP has entered into the Interest Rate Swap Agreement and will from time to time, including in connection with the purchase of additional Loans enter into the additional confirmations and schedules under the Interest Rate Swap Agreement with the Interest Rate Swap Provider. In addition, to provide a hedge against currency and/or other risks arising, following the occurrence of a Covered Bond Guarantee Activation Event, in respect of amounts received by the Guarantor LP under the Interest Rate Swap Agreement and amounts payable in respect of its obligations under the Covered Bond Guarantee, the Guarantor LP has entered into the Covered Bond Swap Agreement and will from time to time, including in connection with the issuance of additional Covered Bonds, enter into the additional confirmations and schedules under the Covered Bond Swap Agreement with the Covered Bond Swap Provider. The Bank serves initially as swap counterparty to the Swap Agreements (see also *“Other factors which are material for the purposes of assessing the risks involved in an investment in the Covered Bonds - Roles of the Bank in Connection with the Programme”*).

If the Guarantor LP fails to make timely payments of amounts due under any Swap Agreement (except where such failure is caused by the assets available to the Guarantor LP on a Due for Payment Date being insufficient to make the required payment in full), then it will have defaulted under that Swap Agreement and such Swap Agreement may be terminated. Further, a Swap Provider is only obliged to make payments to the Guarantor LP as long as and to the extent that the Guarantor LP complies with its payment and delivery obligations. The Guarantor LP will not be in breach of its payment obligations where the Guarantor LP fails to pay a required payment in full, provided such non-payment is caused by the assets of the Guarantor LP being insufficient to make such payment in full, under the relevant Swap Agreement. If a Swap Agreement terminates or the Swap Provider is not obliged to make payments or if it defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Guarantor LP on the payment date under the relevant Swap Agreement, the Guarantor LP will be exposed to changes in the relevant currency exchange rates to Canadian dollars and to any changes in the relevant rates of interest. Unless a replacement Swap Agreement is entered into, the Guarantor LP may have insufficient funds to meet its obligations under the Covered Bond Guarantee.

If a Swap Agreement terminates, then the Guarantor LP may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the Guarantor LP will have sufficient funds available to make a termination payment under the relevant Swap Agreement, nor can there be any assurance that the Guarantor LP will be able to find a replacement swap counterparty which agrees to enter into a replacement swap agreement and has sufficiently high ratings to prevent a downgrade of the then current ratings of the Covered Bonds by the Rating Agencies.

If the Guarantor LP is obliged to pay a termination payment under any Swap Agreement, such termination payment will rank ahead of amounts due on the Covered Bonds (in respect of the Interest Rate Swap Agreement) and *pari passu* with amounts due on the Covered Bonds (in respect of the Covered Bond Swap Agreement), except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swap Agreement to terminate. The obligation to pay a termination payment may adversely affect the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee. Additionally, the failure of the Guarantor LP to receive a termination payment from the relevant Swap Provider may adversely affect the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

### ***Differences in timings of obligations of the Guarantor LP and the Covered Bond Swap Provider under the Covered Bond Swap Agreement***

With respect to the Covered Bond Swap Agreement, cashflows will be exchanged under the Covered Bond Swap Agreement following a Covered Bond Guarantee Activation Event. Following a Covered Bond Guarantee Activation Event, the Guarantor LP will make payments to the Covered Bond Swap Provider on each Guarantor LP Payment Date from the amounts received by the Guarantor LP under the Interest Rate Swap Agreement. The Covered Bond Swap Provider may not be obliged to make payments to the Guarantor LP under the Covered Bond Swap Agreement until amounts are Due for Payment on the Covered Bonds, which may be up to twelve months after payments have been made by the Guarantor LP to the Covered Bond Swap Provider under the Covered Bond Swap Agreement. If the Covered Bond Swap Provider does not meet its payment obligations to the Guarantor LP under the Covered Bond Swap Agreement and the Covered Bond Swap Provider does not make a termination payment that has become due from it to the



Guarantor LP, the Guarantor LP may have a larger shortfall in funds with which to meet its obligations under the Covered Bond Guarantee than if the Covered Bond Swap Provider's payment obligations coincided with Guarantor LP's payment obligations under the Covered Bond Guarantee. As a result, the difference in timing between the obligations of the Guarantor LP under the Covered Bond Swap Agreement and the obligations of the Covered Bond Swap Provider under the Covered Bond Swap Agreement could adversely affect the Guarantor LP's ability to meet its obligations under the Covered Bond Guarantee.

#### ***Withholding on payments under the Covered Bond Guarantee***

Interest paid or credited or deemed to be paid or credited on a Covered Bond by the Guarantor LP pursuant to the Covered Bond Guarantee will be exempt from Canadian withholding tax to the extent interest paid or credited by the Issuer on such Covered Bond would have been exempt. See "*Taxation – Canada*". If such payments by the Guarantor LP pursuant to the Covered Bond Guarantee are not exempt, such payments will be made subject to any applicable withholding or deduction and the Guarantor LP will have no obligation to gross up in respect of any withholding or deduction which may be required in respect of any such payment.

#### **Factors which are material for the purposes of assessing the risks relating to the Covered Bond Portfolio**

##### ***Limited description of the Covered Bond Portfolio***

Holders of the Covered Bonds will not receive detailed statistics or information in relation to the Loans or Related Security comprising at any time the Covered Bond Portfolio because it is expected that the constitution of the Covered Bond Portfolio will frequently change due to, for instance, repayments of such Loans by Borrowers from time to time and the need to replace such Loans with New Loans in the Covered Bond Portfolio, or the Covered Bond Portfolio being increased to, among other things, permit the issuance of additional Covered Bonds and ensure that the Asset Coverage Test is met.

There is no assurance that the characteristics of New Loans assigned to the Guarantor LP in the future will be the same as those in the current Covered Bond Portfolio. However, each Loan will be required to meet the Eligibility Criteria and satisfy the Representations and Warranties set out in the Mortgage Sale Agreement (which will apply, with necessary modification, to any Capital Contribution in Kind) although the Eligibility Criteria and Representations and Warranties may change in certain circumstances as described herein. See "*Summary of the Principal Documents – Mortgage Sale Agreement – Sale by the Seller of Loans and their Related Security*". In addition, the Asset Coverage Test is intended to ensure that the Adjusted Aggregate Loan Amount is an amount equal to or in excess of the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds for so long as Covered Bonds remain outstanding. The Cash Manager will prepare and provide monthly Investor Reports to the Issuer, the Guarantor LP, the Bond Trustee and the Rating Agencies that will set out certain information in relation to the Asset Coverage Test and the Issuer will make such Investor Reports available to Covered Bondholders (see "*General Information*").

##### ***Maintenance of the Covered Bond Portfolio***

The Asset Coverage Test and the Amortization Test are intended to ensure that the assets and cashflows of the Guarantor LP, including the Loans and their Related Security in the Covered Bond Portfolio and cashflows in respect thereof, will be adequate to enable the Guarantor LP to meet its obligations under the Covered Bond Guarantee following the occurrence of a Covered Bond Guarantee Activation Event. Accordingly, it is expected (but there is no assurance) that the Covered Bond Portfolio could be realized for sufficient values, together with the other assets of the Guarantor LP, to enable the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

*Asset Coverage Test:* The Bank will use all reasonable efforts to ensure that the Guarantor LP is in compliance with the Asset Coverage Test. This may include making advances under the Intercompany Loan, cash or in kind in selling New Loans and their Related Security to the Guarantor LP or making a Capital Contribution in amounts sufficient to avoid such shortfall on future Calculation Dates.

If a breach of the Asset Coverage Test occurs which is not cured on the next Calculation Date following a notice by the Managing GP (or the Cash Manager on its behalf) to the Guarantor LP, the Partners, and the Bond Trustee that such breach has occurred, the Managing GP (or the Cash Manager on its behalf) will provide an Asset Coverage Test Breach Notice to the Guarantor LP, the Partners and the Bond Trustee. Failure to meet the Asset Coverage Test as of the Calculation Date following the service of such Asset Coverage Breach Notice will result in an Issuer Event of Default. There is no specific recourse

available to the Guarantor LP in respect of any failure by the Bank to make a Capital Contribution in any circumstances, including following receipt of an Asset Coverage Test Breach Notice.

The Asset Percentage is a component of the Asset Coverage Test which establishes the credit enhancement required for the then outstanding Covered Bonds in accordance with the terms of the Guarantor LP Agreement and in accordance with the Rating Agency methodologies. Pursuant to the terms of the Asset Coverage Test, there is a limit to the degree to which the Asset Percentage may be decreased without the consent of the Issuer and as a result, there is a corresponding limit on the amount of credit enhancement required to be maintained to meet the Asset Coverage Test.

If the various methodologies used to determine the Asset Percentage conclude that additional credit enhancement is required beyond the maximum provided for (by requiring a reduction in the Asset Percentage below the minimum Asset Percentage), and the Issuer does not agree to provide credit enhancement beyond the maximum provided for (by agreeing to a reduction in the Asset Percentage below the minimum Asset Percentage), the Rating Agencies may reduce, remove, suspend or place on credit watch, the rating of the Covered Bonds and the assets of the Guarantor LP may be seen to be insufficient to ensure that, in the scenarios employed in the cashflow models, the assets and cashflows of the Guarantor LP will be adequate to enable it to meet its obligations under the Covered Bond Guarantee following a Covered Bond Guarantee Activation Event, notwithstanding that the Asset Coverage Test continues to be met.

*Amortization Test:* Pursuant to the Guarantor LP Agreement, following service of a Notice to Pay on the Guarantor LP, the Managing GP must use all reasonable efforts to ensure that, on each Calculation Date following service of such Notice to Pay, the Guarantor LP is in compliance with the Amortization Test. The Amortization Test is met if the Amortization Test Aggregate Loan Amount is in an amount at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds. The Amortization Test is intended to ensure that the assets of the Guarantor LP do not fall below a certain threshold to ensure that the assets of the Guarantor LP are sufficient to meet its obligations under the Covered Bond Guarantee.

If the collateral value of the Covered Bond Portfolio has not been maintained in accordance with the terms of the Asset Coverage Test or the Amortization Test, this may affect the realizable value of the Covered Bond Portfolio or any part thereof (both before and after the occurrence of a Guarantor LP Event of Default) and/or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee. Failure to satisfy the Amortization Test on any Calculation Date following the service of a Notice to Pay will constitute a Guarantor LP Event of Default, thereby entitling the Bond Trustee to accelerate the Covered Bonds against the Issuer and the Guarantor LP's obligations under the Covered Bond Guarantee against the Guarantor LP subject to and in accordance with the Conditions.

The Properties comprising Related Security for Loans in the Covered Bond Portfolio are not subject to periodic valuations. As a result, the realizable value on the Covered Bond Portfolio could be negatively affected by a significant decline in the values of properties across regions in which such Properties are located without such decline requiring the Bank to make Capital Contributions or otherwise resulting in a breach of the Asset Coverage Test.

Prior to the occurrence of an Issuer Event of Default, the Asset Monitor will, subject to receipt of the relevant information from the Cash Manager, test the calculations performed by the Cash Manager in respect of the Asset Coverage Test annually, in respect of the Calculation Period immediately preceding a proposed Issue Date, and more frequently in certain circumstances. Following the occurrence of an Issuer Event of Default, the Asset Monitor will be required to test the calculations performed by the Cash Manager in respect of the Amortization Test. See further "*Summary of the Principal Documents – Asset Monitor Agreement*".

The Bond Trustee will not be responsible for monitoring compliance with, nor the monitoring of, the Asset Coverage Test or the Amortization Test or any other test, or supervising the performance by any other party of its obligations under any Transaction Document.

#### ***Sale of Loans and their Related Security following the occurrence of an Issuer Event of Default***

If a Covered Bond Guarantee Activation Event occurs, the Guarantor LP may be obliged to sell Randomly Selected Loans and their Related Security in order to meet its obligations to creditors and under the Covered Bond Guarantee.

There is no guarantee that a buyer will be found to acquire such Loans and their Related Security at the times required and there can be no guarantee or assurance as to the price which may be able to be obtained, which may affect payments under the Covered Bond Guarantee. However, the Loans and their Related Security may not be sold by the Guarantor LP for less than an amount equal to the Adjusted

Required Redemption Amount for the relevant Series of Covered Bonds until six months prior to: (i) the Final Maturity Date in respect of such Covered Bonds; or (ii) (if the same is specified as applicable in the applicable Final Terms) the Extended Due for Payment Date under the Covered Bond Guarantee in respect of such Covered Bonds. In the six months prior to, as applicable, the Final Maturity Date or Extended Due for Payment Date, the Guarantor LP is obliged to sell Loans and their Related Security for the best price reasonably available notwithstanding that such price may be less than the Adjusted Required Redemption Amount. Where the Guarantor LP is obliged to sell the Loans and their Related Security by a particular date, this may have an adverse affect on their sale price. The Seller that assigned the relevant Loans and their Related Security to the Guarantor LP will have a right of pre-emption to purchase such Loans and their Related Security in the event the Guarantor LP wishes to or is required to sell such Loans and their Related Security (see “*Summary of the Principal Documents – Mortgage Sale Agreement – Right of pre-emption*”).

#### ***Realization of Charged Property following the occurrence of a Guarantor LP Event of Default***

If a Guarantor LP Event of Default occurs and a Guarantor LP Acceleration Notice is served on the Guarantor LP, then the Bond Trustee will be entitled to enforce the Security created under and pursuant to the Security Agreement and the proceeds from the realization of the Charged Property will be applied by the Bond Trustee towards payment of the obligations of the Guarantor LP in accordance with the Post-Enforcement Priority of Payments described in “*Cashflows*” below.

There is no guarantee that the proceeds of realization of the Charged Property will be in an amount sufficient to repay all amounts due to the Secured Creditors (including the holders of the Covered Bonds) under the Covered Bonds and the Transaction Documents.

If a Guarantor LP Acceleration Notice is served on the Guarantor LP, then the Covered Bonds may be repaid sooner or later than expected or not at all.

#### ***Factors that may affect the realizable value of the Covered Bond Portfolio or any part thereof or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee***

Following the occurrence of a Covered Bond Guarantee Activation Event, the realizable value of the Loans and their Related Security in the Covered Bond Portfolio may be reduced (which may affect the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee) by:

- representations or warranties not being given by the Guarantor LP or the Seller, as the case may be (unless otherwise agreed with the Seller);
- default by Borrowers of amounts due on the Loans;
- changes to the lending criteria of the Seller assigning the Loans and their Related Security;
- the Guarantor LP not being the registered creditor of the Loans in the Covered Bond Portfolio and notice of the sale, transfer and assignment of such Loans and their Related Security not having been given to Borrowers;
- risks in relation to some types of Loans which may adversely affect the value of Covered Bond Portfolio or any part thereof;
- recourse to the Seller being limited under the terms of the Mortgage Sale Agreement;
- inadequate loan documentation;
- breaches of the Loan Representations and Warranties;
- an insolvency of the Seller;
- possible regulatory changes by the Office of the Superintendent of Financial Institutions and other regulatory authorities;
- regulations that could lead to some terms of the Loans being unenforceable;
- changes in the then prevailing market interest rates; and
- a disruption in the mortgage or debt capital markets at the time the Loans are being sold by the Guarantor LP to obtain liquidity.

Certain of these factors are considered in further detail below. However, it should be noted that the Asset Coverage Test, the Amortization Test and the Eligibility Criteria are intended to ensure that the Guarantor LP will have adequate assets and cashflows to enable the Guarantor LP to meet its obligations under the Covered Bond Guarantee following the occurrence of a Covered Bond Guarantee Activation Event. Accordingly it is expected (but there is no assurance) that the Covered Bond Portfolio could be

realized for sufficient values, together with the other assets of the Guarantor LP, to enable the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

In the event the Bank is required to assign some or all of its obligations to one or more third party service providers, as Servicer, Covered Bond Swap Provider, Interest Rate Swap Provider or Cash Manager, such third party service providers may require fees for such services in excess of the rates or amounts, if any, currently being paid to the Bank by the Guarantor LP. Any such increase in fees for the services currently provided by the Bank could have an adverse impact on the ability of the Guarantor LP to meet its obligations under the Covered Bonds. Additionally, there can be no assurance that any third party service provider will have the same level of operational experience as the Bank and operational issues may arise in connection with appointing one or more third party service providers.

***No representations or warranties to be given by the Guarantor LP or the Seller if Loans and their Related Security are to be sold***

Following the occurrence of a Covered Bond Guarantee Activation Event, the Guarantor LP may be obliged to sell Loans and their Related Security to third party purchasers, subject to a right of pre-emption enjoyed by the Seller that assigned such Loans and their Related Security to the Guarantor LP (see “*Summary of the Principal Documents – Guarantor LP Agreement – Method of sale of Loans and their Related Security*”). In respect of any sale of Loans and their Related Security to third parties, however, the Guarantor LP will not be permitted to give warranties or indemnities in respect of those Loans and their Related Security (unless expressly permitted to do so by the Bond Trustee). There is no assurance that any Seller would give any warranties or representations in respect of the Loans and their Related Security. Any Representations or Warranties previously given by the Seller in respect of Loans in the Covered Bond Portfolio may not have value for a third party purchaser if such Seller is then insolvent. Accordingly, there is a risk that the realizable value of the Loans and their Related Security could be adversely affected by the lack of representations and warranties which in turn could adversely affect the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

***Default by Borrowers in paying amounts due on their Loans***

Borrowers may default on their obligations due under the Loans. Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal. Examples of such factors include changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in Borrowers individual, personal or financial circumstances may affect the ability of Borrowers to repay the Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers, and could ultimately have an adverse impact on the ability of Borrowers to repay the Loans. In addition, the ability of a Borrower to sell a property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time. Non-Performing Loans in the Covered Bond Portfolio will be given no weighting for the purposes of the Asset Coverage Test and the Amortization Test.

***Changes to the Lending Criteria of the Seller***

Each of the Loans originated by the Seller will have been originated in accordance with such Seller's Lending Criteria at the time of origination. It is expected that the Seller's Lending Criteria will generally consider type of property, term of loan, age of applicant, the loan-to-value ratio, status of applicants and credit history. In the event of the sale of any Loans and their Related Security to the Guarantor LP, the Seller will only warrant that such Loans and their Related Security meet the Eligibility Criteria and were originated in accordance with the Seller's Lending Criteria applicable at the time of origination. The Seller retains the right to revise its Lending Criteria from time to time. If the Lending Criteria change in a manner that affects the creditworthiness of the Loans, that may lead to increased defaults by Borrowers and may affect the realizable value of the Covered Bond Portfolio, or part thereof, and the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee. As described above, however, Non-Performing Loans in the Covered Bond Portfolio will be given no weighting and for the purposes of the Asset Coverage Test and the Amortization Test.

***Notice and registration of the sale, transfer and assignment of the Loans and their Related Security in the Covered Bond Portfolio may not be made or given, as the case may be, on the relevant Transfer Dates***

The sale, transfer and assignment by the Seller to the Guarantor LP of the Loans and their Related Security will be effected in accordance with the terms of the Mortgage Sale Agreement, with such revisions as may be necessary for a Capital Contribution in Kind.

Other than (i) registrations in the appropriate land registry or land titles offices in respect of the sale, transfer and assignment of the relevant Loans from the Seller to the Guarantor LP effected by the Mortgage Sale Agreement, and (ii) the provision to Borrowers under the related Loans or the obligors under their Related Security of actual notice of the sale, transfer and assignment thereof to the Guarantor LP, all material filings, recordings, notifications, registrations or other actions under all applicable laws will have been made or taken in each jurisdiction where necessary or appropriate (and where permitted by applicable law) to give legal effect to the sale, transfer and assignment of the Loans and their Related Security and the right to transfer servicing of such Loans as contemplated by the Mortgage Sale Agreement, and to validate, preserve, perfect and protect the Guarantor LP ownership interest in and rights to collect any and all of the related Loans being purchased on the relevant Transfer Date, including the right to service and enforce such Loans and their Related Security.

Notice of the sale, transfer and assignment of the Loans and, where appropriate, the registration or recording in the appropriate land registry or land title offices of the transfer of legal title to the Mortgages will not be given or made, as the case may be, except in the circumstances described in “*Summary of the Principal Documents – Mortgage Sale Agreement – Notice to Borrower of the Sale, assignment and transfer of the Loans and their Related Security and registration of transfer of title to the Mortgage*”. Similarly, Borrowers will not be given notice of the interests of the Bond Trustee (for itself and on behalf of the other Secured Creditors) in the Loans and their Related Security, granted pursuant to the terms of the Security Agreement, nor will the interests of the Bond Trustee (for itself and on behalf of the other Secured Creditors) in the Mortgages be registered in the appropriate land registry or land titles offices, prior to notice of the Guarantor LP’s interests in the Loans and their Related Security, and/or registration of the transfer of title to the Mortgages, having been given or made, as the case may be.

As long as the interests of the Guarantor LP in the Loans and their Related Security are not registered at the appropriate land registry or land titles offices, and notice has not been given to Borrowers, the following risks exist:

- *first*, if the Seller wrongly sells a Loan and its Related Security, which has already been sold to the Guarantor LP, to another person and that person acted in good faith and did not have notice of the interests of the Guarantor LP in the Loan and its Related Security, then such person might obtain good title to the Loan and its Related Security, free from the interests of the Guarantor LP. If this occurred then the Guarantor LP would not have good title to the affected Loan and its Related Security and it would not be entitled to payments by a Borrower in respect of that Loan. However, the risk of third party claims obtaining priority to the interests of the Guarantor LP would likely be limited to circumstances arising from a breach by the Seller of its contractual obligations or fraud, negligence or mistake on the part of the Seller or the Guarantor LP or their respective personnel or agents;
- *second*, the rights of the Guarantor LP may be subject to the rights of the Borrowers against the Seller, such as rights of set-off, which occur in relation to transactions or deposits made between Borrowers and the Seller, as applicable, and the rights of Borrowers to redeem their mortgages by repaying the Loans directly to the Seller, as applicable; and
- *third*, unless the Guarantor LP has registered the sale, transfer and assignment of the Loans and their Related Security (which it is only entitled to do in certain limited circumstances), the Guarantor LP may not, itself, be able to enforce any Borrower’s obligations under a Loan or its Related Security but would have to join the Seller as a party to any legal proceedings.

The foregoing risks apply equally to the Bond Trustee (for itself and on behalf of the other Secured Creditors). If any of the risks described in the first two bullet points above were to occur then the realizable value of the Covered Bond Portfolio or any part thereof and/or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee or the Bond Trustee (for itself and on behalf of the other Secured Creditors) to enforce its Security granted under the Security Agreement with respect to the Covered Bond Portfolio may be adversely affected.

While the exercise of set-off rights by Borrowers may adversely affect the realizable value of the Covered Bond Portfolio and/or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee or the Bond Trustee (for itself and on behalf of the other Secured Creditors) to realize on the

Covered Bond Portfolio under the Security Agreement, more than 99 per cent. of the aggregate Current Balance of the Loans in the Covered Bond Portfolio include waivers on the part of the Borrower of such set-off rights. In addition, the Canadian dollar deposits of Borrowers with the Bank are currently insured up to C\$100,000, subject to certain exceptions, by Canada Deposit Insurance Corporation, a Canadian Crown corporation.

Once notice has been given to the Borrowers of the sale, transfer and assignment of the Loans and their Related Security to the Guarantor LP and of the interest of the Bond Trustee (for itself and on behalf of the other Secured Creditors), legal set-off rights which a Borrower may have against the Seller, as applicable (such as, for example, set-off rights associated with Borrowers holding deposits with the Seller), will crystallise and further rights of legal set-off would cease to accrue from that date and no new rights of legal set-off could be asserted following that notice. Set-off rights arising out of a transaction connected with the Loan will not be affected by that notice and will continue to exist.

Further, for so long as notice of the sale, transfer and assignment of the Loans and their Related Security has not been given to the Borrowers and legal title to the Mortgages has not been registered in the appropriate land registry or land titles offices in the name of the Guarantor LP, the Seller will undertake for the benefit of the Guarantor LP and the Secured Creditors that it will lend its name to, and take such other steps as may be reasonably required by the Guarantor LP and/or the Bond Trustee in relation to, any legal proceedings in respect of the Loans and their Related Security.

***Risks in relation to some types of Loans which may adversely affect the value of the Covered Bond Portfolio or any part thereof***

Certain Loans in the Covered Bond Portfolio have been, or may in the future be, originated by the Seller with the same Borrower as Loans that are not in the Covered Bond Portfolio under a single Loan agreement that provides for multiple Loans in respect of a single Mortgage. The terms of such Loan agreements permit payments received from the relevant Borrower prior to default to be allocated by the Seller among amounts owing by such Borrower under the Loan agreement and contain cross-default provisions that provide that a default under one of the Loans may be treated as a default under each of the other related Loans under such Loan agreement. Following enforcement in respect of a default on any of the related Loans, any amount obtained from the enforcement of rights under the Mortgage are, in accordance with the terms of the Loan agreement, to be applied first to pay amounts owing under any such Loans that are mortgage loans (first to any insured mortgage loan and then to any uninsured mortgage loans in each case starting with the smallest outstanding balance) and then to amounts owing under any such Loans that are home equity lines of credit, starting with the smallest outstanding balance. If a Borrower defaults on such Loans, any insured mortgage loans and any mortgage loans that have a smaller balance than the relevant Loan in the Covered Bond Portfolio will be entitled to payment prior to the Loan in the Covered Bond Portfolio.

If the Seller holds or assigns Loans originated with the same Borrower in respect of a single Property which relate to Loans in the Covered Bond Portfolio to another person and the Seller or assignee becomes bankrupt or otherwise subject to insolvency and/or restructuring proceedings while it holds such Loans (see "*Risk Factors which are material for the purposes of assessing the risks relating to the Issuer's and the Guarantor LP's legal and regulatory situation – Bankruptcy or Insolvency Risk*"), it may delay or impair enforcement of the rights under the Mortgage that relates to such Loans.

Where such Loans are in the Province of Québec, the Guarantor LP will be required to join the Seller or its assignee in any enforcement proceedings against the Borrower as the Seller or its assignee is entitled to an undivided interest in the Mortgage relating to such Loans to the extent of the outstanding indebtedness owing under the related Loan(s) held by the Seller or its assignee.

Loans such as these that are in the Covered Bond Portfolio and relate to Loans outside of the Covered Bond Portfolio may be more difficult to sell than other Loans in the Covered Bond Portfolio (see "*Risk Factors - Factors which are material for the purposes of assessing the risks relating to the Covered Bond Portfolio - Sale of Loans and their Related Security following the occurrence of an Issuer Event of Default*").

***Limitations on recourse to the Seller***

The Guarantor LP and the Bond Trustee will not undertake any investigations, searches or other actions on any Loan or its Related Security and will rely instead on the Representations and Warranties given in the Mortgage Sale Agreement by the Seller in respect of the Loans sold by it to the Guarantor LP.

If any Loan and its Related Security assigned by the Seller to the Guarantor LP does not comply with any of the Representations and Warranties made by the Seller as at the Transfer Date of that Loan, and such non-compliance materially and adversely affects the interest in or value of the Loan, then the Seller will be required to notify the Guarantor LP and the Bond Trustee as soon as reasonably practical after being

notified of the fact by the Cash Manager or the Asset Monitor and, upon receipt of a request to do the same from the Guarantor LP, remedy the breach within 28 Business Days of receipt by it of the request.

If the Seller fails to remedy the breach of a Representation and Warranty within 28 Business Days of such request, then the Seller will be required (but only prior to the occurrence of an Issuer Event of Default and after the service of a Loan Repurchase Notice) to repurchase on or before the next following Guarantor LP Calculation Date (or such other date that may be agreed between the Guarantor and the Seller) the relevant Loan and its Related Security and any other Loans secured or intended to be secured by the Related Security that are included in the Covered Bond Portfolio, at the purchase price paid by the Guarantor LP for the relevant Loan(s) and its or their Related Security, as the case may be, plus expenses as at the relevant repurchase date, less any amounts received from the Borrower since the Transfer Date in respect of principal on such Loan and the Related Security.

There can be no assurance that the Seller, in the future, will have the financial resources to repurchase a Loan or Loans and its or their Related Security. There is no further recourse to the Seller in respect of a breach of a Representation or Warranty.

## **Factors which are material for the purpose of assessing risks relating to the Covered Bonds**

### ***Obligations under the Covered Bonds***

The Covered Bonds will not represent an obligation or be the responsibility of any of the Dealers, the Arrangers, the Bond Trustee, or any other person involved in or associated with the Programme, or their officers, directors, employees, security holders or incorporators, other than the Issuer and, after a Covered Bond Activation Event, the Guarantor LP. The Issuer will be liable solely in its corporate capacity, the Managing GP and Liquidation GP will be liable solely as general partners of the Guarantor LP in their corporate capacity and the Limited Partner of the Guarantor LP will be liable in its corporate capacity solely to the extent of its interests in the Guarantor LP, for their respective obligations in respect of the Covered Bonds and the Covered Bond Guarantee, as applicable, and such obligations will not be the obligations of any of their respective officers, directors, employees, security holders or incorporators, as the case may be.

### ***Issuer liable to make payments when due on the Covered Bonds***

The Issuer is liable to make payments when due on the Covered Bonds. The Covered Bonds constitute deposit liabilities of the Issuer for purposes of the *Bank Act* (Canada), however will not be insured under the *Canada Deposit Insurance Corporation Act* (Canada), and will constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* with all deposit liabilities of the Issuer without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future (except as otherwise prescribed by law).

The Guarantor LP has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the occurrence of a Covered Bond Guarantee Activation Event. The occurrence of an Issuer Event of Default does not constitute a Guarantor LP Event of Default. However, failure by the Guarantor LP to pay amounts when Due for Payment under the Covered Bond Guarantee would constitute a Guarantor LP Event of Default which would entitle the Bond Trustee to accelerate the obligations of the Issuer under the Covered Bonds (if they have not already become due and payable) and the obligations of the Guarantor LP under the Covered Bond Guarantee and entitle the Bond Trustee to enforce the Security.

### ***Guarantor LP only obliged to pay Guaranteed Amounts when the same are Due for Payment***

Subsequent to a failure by the Issuer to make a payment in respect of one or more Series of Covered Bonds, the Bond Trustee may, but is not obliged to, serve an Issuer Acceleration Notice on the Issuer and Notice to Pay on the Guarantor LP (which would constitute a Covered Bond Guarantee Activation Event) unless and until service of such Issuer Acceleration Notice is requested or directed, as applicable, by the Holders of at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds then outstanding as if they were a single Series or an Extraordinary Resolution of all the Holders of the Covered Bonds in accordance with Condition 7.01.

The Guarantor LP will not be obliged to pay Holders of the Covered Bonds any amounts which may be payable in respect of the Covered Bonds until a Covered Bond Guarantee Activation Event has occurred. Following a Covered Bond Guarantee Activation Event, the Guarantor LP will be obliged to pay Guaranteed Amounts as and when the same are Due for Payment.

Payments by the Guarantor LP will be made subject to any applicable withholding or deduction and the Guarantor LP will not be obliged to pay any additional amounts as a consequence. Prior to service on the Guarantor LP of a Guarantor LP Acceleration Notice, the Guarantor LP will not be obliged to make any payments in respect of broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Covered Bonds. In addition, the Guarantor LP will not be obliged at any time to make any payments in respect of additional amounts which may become payable by the Issuer under Condition 8.

Subject to any grace period, if the Guarantor LP fails to make a payment when Due for Payment under the Covered Bond Guarantee or any other Guarantor LP Event of Default occurs, then the Bond Trustee may accelerate the obligations of the Guarantor LP under the Covered Bond Guarantee by service of a Guarantor LP Acceleration Notice, whereupon the Bond Trustee will have a claim under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount of each Covered Bond, together with accrued interest and all other amounts then due under the Covered Bonds (other than additional amounts payable under Condition 8). In such circumstances, the Guarantor LP will not be obliged to gross up in respect of any withholding or deduction which may be required in respect of any payment. Following service of a Guarantor LP Acceleration Notice, the Bond Trustee may enforce the security granted under the Security Agreement over the Covered Bond Portfolio. The proceeds of enforcement of the Security will be applied by the Bond Trustee in accordance with the Post-Enforcement Priority of Payments in the Security Agreement, and holders of the Covered Bonds will receive amounts from the Guarantor LP (if any) on an accelerated basis.

#### ***Excess Proceeds received by the Bond Trustee***

Following the occurrence of an Issuer Event of Default and delivery of an Issuer Acceleration Notice, the Bond Trustee may receive Excess Proceeds. The Excess Proceeds will be paid by the Bond Trustee, as soon as practicable after receipt thereof by the Bond Trustee, on behalf of the Holders of the Covered Bonds of the relevant Series, to the Guarantor LP for the account of the Guarantor LP and will be held by the Guarantor LP in the Guarantor LP Accounts and the Excess Proceeds will thereafter form part of the Security granted pursuant to the Security Agreement and will be used by the Guarantor LP in the same manner as all other moneys from time to time standing to the credit of the Guarantor LP Accounts. Any Excess Proceeds received by the Bond Trustee will discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds, Receipts and Coupons (subject to restitution of the same if such Excess Proceeds will be required to be repaid by the Guarantor LP). However, the obligations of the Guarantor LP under the Covered Bond Guarantee are (following service of a Notice to Pay on the Guarantor LP) unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds will not reduce or discharge any such obligations.

By subscribing for Covered Bond(s), each holder of the Covered Bonds will be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Guarantor LP in the manner as described above.

#### ***Covered Bonds issued under the Programme***

Save in respect of the first Tranche of Covered Bonds issued under the Programme, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms from an existing Series of Covered Bonds (in which case they will constitute a new Series).

All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects and will share in the security granted by the Guarantor LP under the Security Agreement. If an Issuer Event of Default occurs in respect of a particular Series of Covered Bonds, the Covered Bonds of all Series outstanding will, provided a Covered Bond Guarantee Activation Event has occurred, accelerate at the same time against the Issuer and have the benefit of payments made by the Guarantor LP under the Covered Bond Guarantee. In order to ensure that any further issue of Covered Bonds under the Programme does not adversely affect holders of the existing Covered Bonds:

- the Asset Coverage Test will be required to be met both before and after any further issue of Covered Bonds; and
- on or prior to the date of issue of any further Covered Bonds, the Issuer will be obliged to obtain Rating Agency Confirmation.

#### ***Bond Trustee's powers may affect the interests of the holders of the Covered Bonds***

In the exercise of its powers, trusts, authorities and discretions the Bond Trustee will only have regard to the interests of the holders of the Covered Bonds. In the exercise of its powers, trusts, authorities and discretions, the Bond Trustee may not act on behalf of the Issuer.



If, in connection with the exercise of its powers, trusts, authorities or discretions, the Bond Trustee is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Bond Trustee will not exercise such power, trust, authority or discretion without the approval by Extraordinary Resolution of such holders of the relevant Series of Covered Bonds then outstanding or by a direction in writing of such holders of the Covered Bonds representing at least 25 per cent. of the Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding.

***Extendable obligations under the Covered Bond Guarantee***

Following the failure by the Issuer to pay the Final Redemption Amount of a Series of Covered Bonds on their Final Maturity Date (subject to applicable grace periods) and if following the service of a Notice to Pay on the Guarantor LP (by no later than the date which falls one Business Day prior to the Extension Determination Date), the Guarantor LP has insufficient moneys available in accordance with the Guarantee Priority of Payments for the payment of the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of such Series of the Covered Bonds in full, then the payment of such Guaranteed Amounts may be automatically deferred for payment until the applicable Extended Due for Payment Date (where the relevant Series of Covered Bonds are subject to an Extended Due for Payment Date) as described in Condition 6.01 and interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 5, at a Rate of Interest determined in accordance with Condition 5.03 (in the same manner as the Rate of Interest for Floating Rate Covered Bonds). To the extent that a Notice to Pay has been served on the Guarantor LP and the Guarantor LP has sufficient time and sufficient moneys to pay in part the Guaranteed Amounts corresponding to the relevant Final Redemption Amount in respect of such Covered Bonds, the Guarantor LP will make such partial payment on any Interest Payment Date up to and including the relevant Extended Due for Payment Date in accordance with the Priorities of Payment and as described in Condition 6.01 and the Guarantor LP will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date and any unpaid amounts in respect thereof shall be due and payable on the Extended Due for Payment Date. The Issuer is not required to notify Covered Bondholders of such deferral. This will occur (subject to no Guarantor LP Event of Default having occurred) if the Final Terms for a relevant Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Due for Payment Date.

Where an Extended Due for Payment Date is specified in the Final Terms, the Extended Due for Payment Date (unless otherwise specified in such Final Terms) will fall one year after the Final Maturity Date and the Guarantor LP will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date and any unpaid amounts in respect thereof shall be due and payable on the Extended Due for Payment Date. In these circumstances, except where the Guarantor LP has failed to apply money in accordance with the Priorities of Payment, failure by the Guarantor LP to meet its obligations in respect of the Final Redemption Amount on the Final Maturity Date (or such later date within any applicable grace period) will not constitute a Guarantor LP Event of Default. However, failure by the Guarantor LP to pay Guaranteed Amounts corresponding to the Final Redemption Amount or the balance thereof, as the case may be, on the Extended Due for Payment Date and/or pay Guaranteed Amounts constituting Scheduled Interest on any Original Due for Payment Date or the Extended Due for Payment Date will (subject to any applicable grace period) be a Guarantor LP Event of Default.

***Modification and Waivers; The Bond Trustee may agree to modifications to the Transaction Documents without, respectively, the holders of the Covered Bonds' or Secured Creditors' prior consent; Rating Agency Confirmation***

The Conditions of the Covered Bonds contain provisions for calling meetings of Holders of Covered Bonds to consider matters affecting their interest generally. These provisions permit defined majorities to bind (and to modify or waive certain Conditions of the Covered Bonds or covenants and agreements made by the Issuer) all Holders of Covered Bonds including Holders of Covered Bonds who do not attend and vote at the relevant meeting and Holders of Covered Bonds who voted in a manner contrary to the majority.

Pursuant to the terms of the Trust Deed, the Bond Trustee may also, without the consent or sanction of any of the Holders of the Covered Bonds or any of the other Secured Creditors, concur with any person in making or sanctioning any modification to the Transaction Documents:

- provided that the Bond Trustee is of the opinion that such modification will not be materially prejudicial to the interest of any of the Holders of the Covered Bonds of any Series; or
- which in the opinion of the Bond Trustee are made to correct a manifest error or are of a formal, minor or technical nature or are made to comply with mandatory provisions of law.

Pursuant to the terms of the Trust Deed, the Bond Trustee may, without the consent or sanction of any of the holders of the Covered Bonds or any of the other Secured Creditors, grant any authorization or waiver

of (on such terms and conditions (if any) as shall seem expedient to it) any proposed or actual breach of any of the covenants contained in the Trust Deed, the Security Agreement or any of the other Transaction Documents, provided that the Bond Trustee is of the opinion that such waiver or authorization will not be materially prejudicial to the interest of any of the holders of the Covered Bonds of any Series.

Pursuant to the terms of the Transaction Documents certain conditions, actions and steps under or with respect to the Transaction Documents require Rating Agency Confirmation. Certain Rating Agencies have issued policies or commented that such Rating Agencies do not provide consent to or approval of changes or amendments to the transaction documents or structure and that such Rating Agencies are not bound by the provisions of transaction documents in programmes for which they provide ratings. As a result of such policies and comments, a formal written or published response from the Rating Agencies with respect to the granting of Rating Agency Confirmation or confirming that such Rating Agencies do not consider such confirmation or response necessary in the circumstances (which would also satisfy such requirement) may not be forthcoming despite such condition, action or step being in the best interest of Covered Bondholders. In these circumstances, the Issuer may in the future be restricted from taking such conditions, actions or steps in a timely manner.

#### ***Certain decisions of holders of the Covered Bonds taken at the Programme level***

Any Extraordinary Resolution to direct the Bond Trustee to serve an Issuer Acceleration Notice following an Issuer Event of Default, to direct the Bond Trustee to serve a Guarantor LP Acceleration Notice following a Guarantor LP Event of Default and any direction to the Bond Trustee to take any enforcement action must be passed at a single meeting of the holders of all Covered Bonds of all Series then outstanding.

#### ***Change in law***

The structure of the issue of the Covered Bonds and the ratings which are to be assigned to them are based on the laws of Ontario and the laws of Canada applicable therein including federal banking, bankruptcy and income tax laws in effect as at the date of this document. No assurance can be given as to the impact of any possible change to these laws, including the applicable laws, regulations and policies with respect to the issuance of Covered Bonds, the Covered Bonds themselves or the bankruptcy and receivership of the Issuer or the Guarantor LP after the date of this document, nor can any assurance be given as to whether any such change could adversely affect the ability of the Issuer to meet its obligations in respect of the Covered Bonds or the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

The Conditions of the Covered Bonds permit the Issuer to exchange, without the consent of the Bond Trustee, or the holders of the Covered Bonds, any existing Covered Bonds then outstanding for new Covered Bonds following the coming into force in Canada of any legislation similar to covered bond legislation in force in the European Union or any rules, regulations or guidelines published by any governmental authority that provides for bonds issued by Canadian issuers or Canadian chartered banks to qualify for benefits available pursuant to covered bond legislation in force in European Union countries provided that, amongst other things, each of the Rating Agencies confirms in writing that any such new Covered Bonds will be assigned the same ratings as are then applicable to the existing Covered Bonds. Any such new Covered Bonds will qualify as covered bonds under such new legislation, rules, regulations or guidelines and will be in identical form, amounts and denominations and will be subject to the same economic terms and conditions as the existing Covered Bonds then outstanding.

The Government of Canada stated in its March 2010 budget that it intends to introduce legislation setting out a framework for covered bonds, the details of which have not yet been announced.

#### ***Covered Bonds where denominations involve integral multiples: definitive Covered Bonds***

In relation to any issue of Covered Bonds which has denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that trades of the Covered Bonds settled in the clearing systems may be in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time may not receive a definitive Covered Bond in respect of such holding (should definitive Covered Bonds be provided) and would need to purchase or sell a principal amount of Covered Bonds such that its holding amounts to a Specified Denomination before definitive Covered Bonds are issued to such Holder.

If definitive Covered Bonds are issued, Holders should be aware that definitive Covered Bonds which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### ***Ratings of the Covered Bonds***

The ratings assigned to the Covered Bonds address with respect to S&P:

- the likelihood of full and timely payment to holders of the Covered Bonds of all payments of interest on each Interest Payment Date; and
- the likelihood of ultimate payment of principal in relation to Covered Bonds on: (i) the Final Maturity Date thereof; or (ii) if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee in accordance with the applicable Final Terms, on the Extended Due for Payment Date thereof.

With respect to Fitch, the ratings assigned to the Covered Bonds address the relative vulnerability of a default of the Covered Bonds on an ordinal scale as well as the recovery given a default of the Covered Bonds.

With respect to Moody's, the ratings assigned to the Covered Bonds address the expected loss posed to investors.

With respect to DBRS, the ratings assigned to the Covered Bonds addresses the risk of default on the Covered Bonds.

The expected ratings of the Covered Bonds are set out in the relevant Final Terms for each Series of Covered Bonds. Any Rating Agency may lower its rating or withdraw its rating or place the rating on negative watch if, in the sole judgment of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any rating assigned to the Covered Bonds is lowered or withdrawn or placed on negative watch, the market value of the Covered Bonds may be reduced. The rating assigned to the Covered Bonds may not reflect the potential of all risks related to structure, market, additional and other factors discussed herein and other factors that may affect the value of the Covered Bonds. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time.

### ***The Covered Bonds may not be a suitable investment for all investors***

Each of the risks highlighted herein could adversely affect the trading price of any Covered Bonds or the rights of investors under any Covered Bonds and, as a result, investors could lose some or all of their investment. The Issuer believes that the factors described herein represent the principal risks inherent in investing in Covered Bonds issued under the Programme, but the Issuer may be unable to pay or deliver amounts on or in connection with any Covered Bonds for other reasons and the Issuer does not represent that the statements herein regarding the risks of holding any Covered Bonds are exhaustive.

Each potential investor in the Covered Bonds must determine the suitability of that investment in light of his or her own circumstances. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Covered Bonds, the merits and risks of investing in the Covered Bonds and the information contained or incorporated by reference in this document or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Covered Bonds and the impact the Covered Bonds will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Covered Bonds, including Covered Bonds with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

In addition, an investment in the Equity Linked Covered Bonds, Index Linked Covered Bonds and Commodity Linked Covered Bonds (each as defined below) or other Covered Bonds linked to one or more reference item(s), may entail significant risks not associated with investments in a conventional debt security, including but not limited to, the risks set out in “Risks related to the structure of a particular issue of Covered Bonds” set out below.

Covered Bonds are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effect on the value of the Covered Bonds and the impact this investment will have on the potential investor’s overall investment portfolio.

### ***Risks related to the structure of a particular issue of Covered Bonds***

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors, the most common of which are set out below:

#### *Covered Bonds subject to optional redemption by the Issuer*

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds, if the Issuer has a right of redemption in respect of the relevant Tranche or Series of Covered Bonds, when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### *Index Linked Covered Bonds, Equity Linked Covered Bonds, Commodity Linked and Dual Currency Covered Bonds*

The Issuer may issue Covered Bonds with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”). In addition, the Issuer may issue Covered Bonds with principal or interest payable in one or more currencies which may be different from the currency in which the Covered Bonds are denominated. Potential investors should be aware that:

- (a) the market price of such Covered Bonds may be volatile;
- (b) they may receive no interest;
- (c) payment of principal or interest may occur at a different time or in a different currency than expected;
- (d) they may lose all or a substantial portion of their principal;
- (e) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (f) if a Relevant Factor is applied to Covered Bonds in conjunction with a multiplier greater than one or contains some other leverage factors, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (g) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factors, the greater the effect on yield.

#### *Variable Rate Covered Bond with a multiplier or other leverage factor*

Covered Bonds with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market

values may be even more volatile than those for securities that do not include those features.

#### *Inverse Floating Rate Covered Bonds*

Inverse Floating Rate Covered Bonds have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Covered Bonds typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Covered Bonds are more volatile because an increase in the reference rate not only decreases the interest rate of the Covered Bonds, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Covered Bonds.

#### *Fixed/Floating Rate Covered Bonds*

Fixed/Floating Rate Covered Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on the other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Covered Bonds.

#### *Registered Global Covered Bonds*

The laws of some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Covered Bonds represented by a Registered Global Covered Bond to such persons may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Covered Bonds represented by a Registered Global Covered Bond accepted by DTC to pledge such Covered Bonds to persons or entities that do not participate in the DTC system or otherwise take action in respect of such Covered Bonds may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form.

#### *Additional risk factors*

Additional risk factors in relation to specific issues of Covered Bonds may be included in the applicable Final Terms.

#### *Covered Bonds issued at a substantial discount or premium*

The issue price of Covered Bonds specified in the applicable Final Terms may be more than the market value of such Covered Bonds as of the issue date, and the price, if any at which a Dealer or any other person willing to purchase the Covered Bonds in secondary market transactions may be lower than the issue price.

The market values of Covered Bonds issued at a substantial discount or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Covered Bonds. Generally, the longer the remaining term of the Covered Bonds, the greater the price volatility as compared to conventional interest-bearing Covered Bonds with comparable maturities.

#### *Canadian usury laws*

The *Criminal Code* (Canada) prohibits the receipt of "interest" at a "criminal rate" (namely, an effective annual rate of interest that exceeds 60 per cent.). Accordingly, the provisions for the payment of interest or a redemption amount in excess of the aggregate principal amount of the Covered Bonds may not be enforceable if the provision provides for the payment of "interest" in excess of an effective annual rate of interest of 60 per cent.

Bearer Covered Bonds in NGCB form and Registered Global Covered Bonds held under the NSS allow for the possibility of Covered Bonds being issued and held in a manner which will permit them to be recognized as eligible collateral for monetary policy of the central banking system for the euro (the “**Eurosystem**”) and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. However, in any particular case, such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors should make their own assessment as to whether the Covered Bonds meet such Eurosystem eligibility criteria.

## **Factors which are material for the purposes of assessing the risks relating to the Issuer’s and the Guarantor LP’s legal and regulatory situation**

### ***Bankruptcy or Insolvency Risk***

The assignments of the Loans and their Related Security from the Seller to the Guarantor LP pursuant to the terms of the Mortgage Sale Agreement are intended by the Seller and the Guarantor LP to be and have been documented as sales. However, if the Seller or the Guarantor LP were to become bankrupt or otherwise subject to insolvency and/or restructuring proceedings, the Superintendent of Financial Institutions (the “**Superintendent**”) appointed pursuant to the *Office of the Superintendent of Financial Institutions Act* (Canada), or other stakeholders of the Seller, could attempt to re-characterize the sale of the Loans and their Related Security as a loan from the Guarantor LP to the Seller secured by the Loans and their Related Security or to consolidate the assets of the Seller with the assets of the Guarantor LP. In this regard, the Transaction Documents contain restrictions on the Seller and the Guarantor LP intended to reduce the possibility that a Canadian court would order consolidation of the assets and liabilities of the Seller and the Guarantor LP given, among other things, current jurisprudence on the matter. Nonetheless, any attempt to consolidate the assets of the Seller with the assets of the Guarantor LP, even if unsuccessful, could result in a delay or reduction of collections on the Loans and their Related Security available to the Guarantor LP to meet its obligations under the Covered Bond Guarantee.

The ability of the Bond Trustee (for itself and on behalf of the other Secured Creditors) to enforce the security granted to it pursuant to the terms of the Security Agreement is subject to the bankruptcy and insolvency laws of Canada. *The Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) and the *Companies’ Creditors Arrangement Act* (Canada) (“**CCAA**”) both provide regimes pursuant to which debtor companies are entitled to seek temporary relief from their creditors. Canadian jurisprudence makes it clear that both the BIA and the CCAA apply to limited partnerships. Further, it is a possibility that the Superintendent would take the view that it could appoint a receiver over the Guarantor LP pursuant to the Bank Act or that any winding-up of the Guarantor LP should take place under the *Winding-up and Restructuring Act* (Canada) (“**WURA**”).

If the Guarantor LP voluntarily or involuntarily becomes subject to insolvency or winding-up proceedings including pursuant to the BIA, the CCAA or the WURA or if a receiver is appointed over the Issuer pursuant to the Bank Act, it may delay or otherwise impair any realization by the Bond Trustee (for itself and on behalf of the other Secured Creditors) under the Covered Bond Guarantee and/or the Security Agreement (See also “*Factors that may affect the realizable value of the Covered Bond Portfolio or any part thereof or the ability of the Guarantor LP to meet its obligations under the Covered Bond Guarantee - Risks in relation to some types of Loans which may adversely affect the value of the Covered Bond Portfolio or any part thereof*”).

### ***Remedial Powers of the Superintendent under the Bank Act***

The Superintendent, under Section 645(1) of the *Bank Act* (Canada), has the power, where in the opinion of the Superintendent a person, a bank, or a person with respect to a bank, is committing, or is about to commit, an act that is an unsafe or unsound practice in conducting the business of the bank, or is pursuing or is about to pursue any course of conduct that is an unsafe or unsound practice in conducting the business of the bank, to direct the person or bank, as the case may be, to cease or refrain from committing the act or pursuing the course of conduct and to perform such acts as in the opinion of the Superintendent are necessary to remedy the situation.

Although the above remedial power exists, following an initial review of potential regulatory and policy concerns associated with the issuance of covered bonds by Canadian deposit taking institutions (during which it requested that financial institutions refrain from issuing covered bonds), the Office of the Superintendent of Financial Institutions (“**OSFI**”) confirmed by letter dated June 27, 2007 that Canadian deposit taking institutions may issue covered bonds, provided certain conditions are met. The conditions are as follows: (i) at the time of issuance, the covered bonds must not make up more than 4 per cent. of the Total Assets of the relevant deposit taking institution; (ii) if at any time after issuance the 4 per cent. limit is

exceeded, the relevant deposit taking institution must immediately notify OSFI; (iii) excesses (above the 4 per cent. limit) due to factors not under the control of the issuing institution, such as foreign exchange fluctuations, will not require the relevant deposit taking institution to take action to reduce the amount outstanding, however for other excesses the relevant deposit taking institution must provide a plan showing how it proposes to eliminate the excess quickly. “**Total Assets**” for the purpose of the foregoing limit, will be equal to the numerator of the asset-to-capital multiple of the relevant deposit taking institution. In addition, relevant deposit taking institutions are expected, prior to issuing any covered bonds, to amend the pledging policies they are required to maintain under the Bank Act to take into account the issuance of covered bonds consistent with the above limits and to obtain board and/or committee approval for such amendments prior to issuance of any covered bonds.

The full Programme amount is less than 4 per cent. of the Total Assets of the Bank as of the date of this document. The Bank did not issue covered bonds prior to June 27, 2007. The Bank received board approval for, and has implemented, amendments to its pledging policies which take into account the issuance of Covered Bonds under the Programme.

### **General**

No assurance can be given that additional regulations or guidance from OSFI, Canadian Deposit Insurance Corporation or any other regulatory authority will not arise with regard to the mortgage market in Canada generally, the Seller’s or Guarantor LP’s particular sector in that market or specifically in relation to the Seller or the Guarantor LP. Any such action or developments may have a material adverse effect on the Seller, and/or the Guarantor LP and their respective businesses and operations. This may adversely affect the ability of the Guarantor LP to dispose of the Covered Bond Portfolio or any part thereof in a timely manner and/ or the realizable value of the Covered Bond Portfolio or any part thereof and accordingly affect the ability of the Issuer and (following the occurrence of a Covered Bond Guarantee Activation Event) the Guarantor LP, respectively, to meet their obligations under the Covered Bonds in the case of the Issuer and the Covered Bond Guarantee in the case of the Guarantor LP.

### **Other factors which are material for the purposes of assessing the risks involved in an investment in the Covered Bonds**

#### ***Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, interest rate risk and credit risk:

#### ***The secondary market generally***

Covered Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed liquid secondary market. This is particularly the case for Covered Bonds that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors (such as Index Linked Covered Bonds, Equity Linked Covered Bonds or Commodity Linked Covered Bonds) or for Covered Bonds which are not listed on any stock exchange or for Covered Bonds the outstanding number of which is very low. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Covered Bonds.

#### ***Absence of secondary market; lack of liquidity***

There is not, at present, an active and liquid secondary market for the Covered Bonds, and there can be no assurance that a secondary market for the Covered Bonds will develop. The Covered Bonds have not been, and will not be, registered under the Securities Act or any other applicable securities laws and are subject to certain restrictions on the resale and other transfer thereof as set forth under “Subscription and Sale and Transfer and Selling Restrictions”. If a secondary market does develop, it may not continue for the life of the Covered Bonds or it may not provide holders of the Covered Bonds with liquidity of investment with the result that a holder of the Covered Bonds may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the holder of the Covered Bonds to realize a desired yield.

In addition, Covered Bondholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date hereof), whereby there is a general lack of liquidity in the

secondary market for instruments similar to (and including) the Covered Bonds. As a result, investors may suffer losses on the Covered Bonds in secondary market transactions even if there is no decline in the performance of the Issuer. The Issuer cannot predict how and when these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Covered Bonds or instruments similar to the Covered Bonds at that time.

In addition, the current liquidity crisis has stalled the primary market for a number of financial products including the Covered Bonds. While it is possible that the current liquidity crisis may soon alleviate for certain sectors of the global credit markets, there can be no assurance that the market for securities including the Covered Bonds will recover or will recover at the same time or to the same degree as such other recovering global credit market sectors.

#### *No obligation to maintain listing*

The Issuer is not under any obligation to Holders to maintain any listing of Covered Bonds and may, in its sole discretion, determine that it is unduly burdensome to maintain such listing and seek to terminate the listing of such Covered Bonds provided it uses all reasonable efforts to seek an alternative admission to listing, trading and/or quotation of such Covered Bonds by another listing authority, securities exchange and/or quotation system that it deems appropriate (including a market which is not a regulated market for the purposes of the Markets in Financial Instruments Directive or a market outside the EEA). However, if such alternative listing is not available or, in the opinion of the Issuer is impractical or unduly burdensome, an alternative listing may not be obtained.

Although there is no assurance as to the liquidity of any Covered Bonds as a result of the listing on a regulated market for the purposes of the Markets in Financial Instruments Directive in the European Economic Area, delisting such Covered Bonds may have a material effect on the ability to (i) continue to hold such Covered Bonds or (ii) resell the Covered Bonds in the secondary market.

#### **EU Savings Tax Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Tax Directive**”), Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to, or collected by a person for, an individual resident in that other Member State. However, for a transitional period, Austria and Luxembourg are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information related to such payments. A number of non-EU countries and territories, including Switzerland, have agreed to adopt similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to the Savings Tax Directive; which may, if implemented, amend and broaden the scope of the requirements described above. Any changes could apply to Covered Bonds that have already been issued at the date of the amendment of the Savings Tax Directive.

If a payment to an individual were to be made or collected through a Member State (or any non-EU country or territory which has adopted similar measures in order to conform to the Savings Tax Directive) which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Covered Bonds as a result of the imposition of such withholding tax. The Issuer has agreed to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to such Savings Tax Directive.

#### **Interest rate risks**

Investment in Fixed Rate Covered Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Covered Bonds.

#### **Legal investment considerations may restrict certain investments**

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Covered Bonds are legal investments for it, (ii) Covered Bonds can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or the appropriate regulators



to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

### ***Interests of Dealers***

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business without regard to the Issuer, the Bond Trustee, the holders of the Covered Bonds or the Guarantor LP.

The Issuer may sell Covered Bonds to one or more of the Dealers including Royal Bank of Canada Europe Limited and RBC Capital Markets, LLC, each of which is a wholly-owned indirect subsidiary of the Bank. The terms of the Programme were negotiated at arm's length between the Issuer and the Dealers. In addition to any proceeds from any offering of the Covered Bonds under the Programme being applied, directly or indirectly, for the benefit of Royal Bank of Canada Europe Limited or RBC Capital Markets, LLC in its capacity as a wholly-owned indirect subsidiary of the Bank, Royal Bank of Canada Europe Limited and RBC Capital Markets, LLC will receive a portion of any fees and commissions payable in connection with any such offering of Covered Bonds in its capacity as a Dealer.

### ***Roles of the Bank in Connection with the Programme***

The Bank has a number of roles pursuant to the Programme including, but not limited to, the roles of Issuer, Seller, Servicer, Cash Manager, counterparty under the Swap Agreements and Limited Partner. In respect of the Programme, the Bank will act in its own interest subject to compliance with the Transaction Documents. Such actions by the Bank may not be in the best interests of and may be detrimental to the holders of the Covered Bonds. Subject to compliance with the Transaction Documents, the Bank may act in its own interest without incurring any liability to the holders of any Series or Tranche of Covered Bonds.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published by the Issuer or are published simultaneously with this document and as at the date of this document have been approved by or filed with the Financial Services Authority are hereby incorporated in, and form part of, this document and both the Base Prospectus and Listing Particulars set out in this document:

- (a) the Issuer's Annual Information Form dated December 2, 2010, including, in particular, the following sections:
  - (i) "Description of the Business – General Summary" on page 4;
  - (ii) "Competition" on page 4; and
  - (iii) "Appendix A - Principal Subsidiaries" on page 24;
- (b) the following sections of the Issuer's 2010 Annual Report (the "**2010 Annual Report**") for the year ended October 31, 2010:

- (i) the Management's Discussion and Analysis on pages 5 to 72, including, in particular, a description of risk factors related to the Issuer and its business, and the steps taken to manage such risks, under the heading "Risk management" on pages 37 to 47 and "Overview of other risks" on pages 48 to 50 and information about trends, commitments, events and uncertainties for the Issuer and each business segment known to the Issuer's management which is provided under the headings "Overview and Outlook" on pages 7 to 9 and "Outlook and Priorities" on pages 14, 18, 21, 25 and 28, together with the caution provided under heading "Caution regarding forward-looking statements" on page 5; and
- (ii) audited consolidated financial statements for the fiscal year ended October 31, 2010 with comparative consolidated financial statements for the fiscal year ended October 31, 2009, prepared in accordance with Canadian GAAP, together with the auditor's report thereon on pages 73 to 151 (excluding, for greater certainty, Management's Report on Internal Control over Financial Reporting and the Report of the Independent Registered Chartered Accountants thereon on internal control over financial reporting);

the remainder of the 2010 Annual Report is either not relevant for prospective investors or covered elsewhere in this document and is not incorporated by reference; and

- (c) the following sections of the Issuer's First Quarter 2011 Report to Shareholders:
  - (i) information about legal and arbitration proceedings to which the Issuer is a party provided on page 38 under the heading "Litigation";
  - (ii) Management's discussion and analysis on pages 2 to 24, including, in particular, information about trends, commitments, events and uncertainties for the Issuer known to the Issuer's management which is provided on pages 4 and 12 to 13 under the headings "Economic, market and regulatory review and outlook – data as at March 2, 2011" and "Quarterly results and trend analysis" together with the caution provided under the heading "Caution regarding forward-looking statements" on page 2 and the discussion under "Risk management" on page 16; and
  - (iii) the unaudited interim consolidated financial statements for the three month period ended January 31, 2011 with comparative unaudited interim consolidated financial statements for the three month period ended January 31, 2010, prepared in accordance with Canadian GAAP, set out on pages 25 to 39;

the remainder of the Issuer's First Quarter 2011 Report to Shareholders is not relevant for prospective investors or is covered elsewhere in this document and is not incorporated by reference; and

- (d) the section entitled "Terms and Conditions of the Covered Bonds" set out on pages 51 through 85 of the prospectus dated October 25, 2007, pages 53 through 85 of the prospectus dated October 31, 2008 and pages 58 through 90 of the prospectus dated March 26, 2010 each relating to the Programme (for the avoidance of doubt, the applicable Final Terms for a Tranche of Covered Bonds will indicate the Terms and Conditions applicable to such Tranche and unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Covered Bonds issued after the date hereof shall be those set out in this document), the remainder of the prospectuses dated October 25, 2007, October 31, 2008 and March 26, 2010 relating to the Programme are not relevant for prospective investors; and

provided that any statement contained in a document all or the relative portion of which is incorporated by reference shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained herein, in the Issuer's First Quarter 2011 Report to Shareholders noted in (c) above, or in any supplement hereto filed under Article 16 of the Prospectus Directive or section 87G of FSMA, as the case may be, including any document incorporated therein by reference, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Information, documents or statements expressed to be incorporated by reference into, or that form part of one or more of, the documents described above form part of this document but do not form part of the Base Prospectus or the Listing Particulars of the Issuer approved by the UK Listing Authority for purposes of the Prospectus Directive.

In addition, the following documents published or issued from time to time after the date hereof will be deemed to be incorporated in, and form part of, this document, provided that such documents will not form part of the Base Prospectus or the Listing Particulars approved by the UK Listing Authority for the purposes of the Prospectus Directive unless otherwise incorporated in a supplementary prospectus approved by the UK Listing Authority:

- (e) the Issuer's most recently published Annual Information Form;
- (f) the Issuer's audited consolidated financial statements, together with the auditor's report thereon (excluding, for greater certainty, management's report on internal control over financial reporting and the report of the independent registered chartered accountants thereon) and management's discussion and analysis for the year then ended contained in the most recently published Annual Report to Shareholders and, if published later, the Issuer's comparative unaudited interim consolidated financial statements and management's discussion and analysis for the period then ended contained in the most recently published Quarterly Report to Shareholders;
- (g) all supplements or amendments to the Prospectus prepared by the Issuer from time to time (other than those filed pursuant to Article 16 of the Prospectus Directive and approved by the UK Listing Authority under section 87G of FSMA); and
- (h) any material change reports (excluding confidential material change reports) filed by the Issuer with the various securities commission or similar authorities in Canada pursuant to the requirements of applicable securities legislation, after the date of this document and during the currency of this document;

provided that any statement contained herein or in a document all or the relative portion of which is or is deemed to be incorporated by reference will be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained herein, in any other subsequently filed document which is or is deemed to be incorporated by reference in this document, or in any supplement approved by the UK Listing Authority (including any documents incorporated by reference therein) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Copies of this document and the documents incorporated by reference in this document (but excluding items (e) to (h) above unless otherwise incorporated in a supplementary prospectus under Article 16 of the Prospectus Directive) and any supplement hereto approved by the UK Listing Authority can be (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name of the Issuer and the headline "Publication of Prospectus"; (ii) obtained on written request and without charge from the Issuer at 200 Bay Street, 4<sup>th</sup> Floor, North Tower, Toronto, Ontario, Canada M5J 2W7, Attention: Investor Relations and from the office of the Issuing and Paying Agent, Royal Bank of Canada, 71 Queen Victoria Street, London EC4V 4DE, Attention: Bond Agency Department or at the offices of any other Paying Agent at the addresses specified at the end of this document; and (iii) by accessing the Issuer's disclosure documents through the Internet (A) on the Canadian System for Electronic Document Analysis and Retrieval at [www.SEDAR.com](http://www.SEDAR.com) (an internet based securities regulatory filing system), and (B) at the U.S. Securities and Exchange Commission's web site at <http://www.sec.gov>.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of any Covered Bonds, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Covered Bonds issued in circumstances requiring publication of a prospectus under the Prospectus Directive. The Issuer has undertaken to the Dealers in the Dealership Agreement (as defined in "Subscription and Sale and Transfer and Selling Restrictions") that it will comply with section 87G of the FSMA.

The financial information of the Bank incorporated by reference or otherwise contained in this document has been prepared in accordance with Canadian GAAP. Accordingly it is not comparable to the audited financial statements of companies using accounting principles generally accepted in the United States ("**US GAAP**") or IFRS. A reconciliation of Canadian GAAP and US GAAP is contained in Note 31 to the Bank's audited consolidated financial statements for the year ended 31 October 2010. The consolidated financial statements of the Bank incorporated by reference in this document have not been prepared in accordance with the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No. 1606/2002 of the European Parliament and of the Council of the European Union.

## **FINAL TERMS OR STAND-ALONE PROSPECTUS**

In this section the expression “necessary information” means, in relation to any Tranche of Covered Bonds, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Covered Bonds. In relation to the different types of Covered Bonds which may be issued under the Programme the Issuer has endeavoured to include in this Prospectus all of the necessary information except for information relating to the Covered Bonds which is not known at the date of this Prospectus and which can only be determined at the time of an individual issue of a Tranche of Covered Bonds.

Any information relating to the Covered Bonds which is not included in this Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Covered Bonds will be contained either in the applicable Final Terms or in a Stand-Alone Prospectus. Such information will be contained in the applicable Final Terms unless, in accordance with Article 16 of the Prospective Directive, any of such information constitutes a significant new factor relating to the information contained in this Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Covered Bonds, may be contained in a Stand-Alone Prospectus.

For a Tranche of Covered Bonds which is the subject of the Final Terms, those Final Terms will, for the purposes of that Tranche only, supplement this Prospectus and must be read in conjunction with this Prospectus. The terms and conditions applicable to any particular Tranche of Covered Bonds which is the subject of Final Terms are the Conditions as supplemented, amended and/or replaced to the extent described in the applicable Final Terms.

The terms and conditions applicable to any particular Tranche of Covered Bonds which is the subject of a Stand-Alone Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Stand-Alone Prospectus. In the case of a Tranche of Covered Bonds which is the subject of a Stand-Alone Prospectus, each reference in this Prospectus to information being specified or identified in the applicable Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Stand-Alone Prospectus unless the context requires otherwise.

Each Stand-Alone Prospectus will be a single document containing the necessary information relating to the Issuer, the Guarantor LP and the relevant Covered Bonds.

## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this document and, in relation to the terms and conditions of any particular Tranche of Covered Bonds, the applicable Final Terms. Words and expressions defined elsewhere in this document shall have the same meanings in this overview. A glossary of certain defined terms is contained at the end of this document.*

Issuer:	Royal Bank of Canada
Branch of Account:	Unless otherwise specified in the applicable Final Terms, the main branch of the Bank in Toronto (located at its Executive Offices) will take the deposits evidenced by the Covered Bonds but without prejudice to the provisions of Condition 9 (see “ <i>Terms and Conditions of the Covered Bonds – Payments</i> ”). The Bank may also issue through its London branch or any other branch specified in the applicable Final Terms.
Guarantor LP:	RBC Covered Bond Guarantor Limited Partnership
Arrangers:	RBC Capital Markets and Barclays Bank PLC (acting through its investment banking division, Barclays Capital).
Dealers:	Royal Bank of Canada Europe Limited, RBC Capital Markets, LLC, Barclays Bank PLC, BNP Paribas, London Branch, Commerzbank <i>Aktiengesellschaft</i> and any other dealer appointed from time to time by the Issuer generally in respect of the Programme or in relation to a particular Series or Tranche of Covered Bonds.
Seller:	The Bank, any New Seller, or other Limited Partner, who may from time to time accede to, and sell Loans and their Related Security or New Loans and their Related Security to the Guarantor LP.
Servicer:	The Bank, subject to replacement in accordance with the terms of the Servicing Agreement.
Cash Manager:	The Bank, subject to replacement in accordance with the terms of the Cash Management Agreement.
Issuing and Paying Agent, European Registrar, Calculation Agent, and Transfer Agent:	Royal Bank of Canada, acting through its offices at 71 Queen Victoria Street, London EC4V 4DE.
Canadian Registrar and Transfer Agent:	Royal Bank of Canada, acting through its offices at 155 Wellington St. West, 14 <sup>th</sup> Floor, Toronto, Ontario, Canada, M5V 3K7.
U.S. Registrar, Paying Agent, Transfer Agent and Exchange Agent:	The Bank of New York Mellon acting through its offices at 101 Barclay Street, 4 <sup>th</sup> Floor, New York, NY 10286, USA.
Bond Trustee:	Computershare Trust Company of Canada, acting through its offices located at 100 University Avenue, 9 <sup>th</sup> Floor, North Tower, Toronto, Ontario Canada M5J 2Y1.
Asset Monitor:	Deloitte & Touche LLP, acting through its offices at Suite 1400, Brookfield Place, 181 Bay Street, Toronto, Ontario, Canada M5J 2V1.
Interest Rate Swap Provider:	The Bank, subject to replacement in accordance with the terms of the Interest Rate Swap Agreement.
Covered Bond Swap Provider:	The Bank, subject to replacement in accordance with the terms of the Covered Bond Swap Agreement.
GIC Provider:	The Bank, acting through its main branch in Toronto.
Account Bank:	The Bank, acting through its main branch in Toronto.

Standby Account Bank:	Bank of Montreal, acting through its Toronto branch at 100 King Street West, 1 First Canadian Place, 68 <sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2Y1.
Standby GIC Provider:	Bank of Montreal, acting through its Toronto branch at 100 King Street West, 1 First Canadian Place, 68 <sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2Y1.
Description:	Global Covered Bond Programme.
Certain Restrictions:	Each Tranche of Covered Bonds denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ”).
Programme Size:	Up to €15,000,000,000 (or its equivalent in Specified Currencies), outstanding at any time, subject to increase. The Issuer may increase the amount of the Programme in accordance with the terms of the Dealership Agreement.  Covered Bonds denominated in a currency other than euros shall be translated into euros at the date of the agreement to issue such Covered Bonds using (a) the spot rate of exchange for the purchase of such currency against payment of euros being quoted by the Issuing and Paying Agent on the date on which such agreement was made which, where the parties enter into a subscription agreement in respect of the Covered Bonds, shall be the date of execution thereof, and in all other cases, the date of the applicable Final Terms or (b) such other rate as the Issuer and the relevant Dealer may agree, such rate being indicated in the applicable Final Terms.
Distribution:	Covered Bonds may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis, subject to the restrictions set forth in “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ”.
Issuance of Series:	Covered Bonds will be issued in series (each, a “ <b>Series</b> ”). Each Series may comprise one or more tranches (“ <b>Tranches</b> ” and each, a “ <b>Tranche</b> ”) issued on different issue dates. The Covered Bonds of each Series will all be subject to identical terms, except that (i) the issue date and the amount of the first payment of interest may be different in respect of different Tranches and (ii) a Series may comprise Covered Bonds in bearer form and Covered Bonds in registered form and Covered Bonds in more than one denomination. The Covered Bonds of each Tranche will be subject to identical terms in all respects, save that a Tranche may comprise Covered Bonds in bearer form and Covered Bonds in registered form and may comprise Covered Bonds of different denominations. Each holder of a N Covered Bond shall hold its own Series.
Specified Currencies:	Covered Bonds may be denominated in any currency or currencies subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, such currencies to be agreed upon between the Issuer, the relevant Dealer(s) or Covered Bondholder, as the case may be, and the Bond Trustee (as set out in the applicable Final Term).  Payments in respect of Covered Bonds may, subject to compliance as described above, be made in and/or linked to, any currency or currencies other than the currency in which such Covered Bonds are denominated as may be specified in the applicable Final Terms. The Issuer is an “authorized person” under the FSMA.
Denomination:	Covered Bonds may be issued on a fully-paid basis at any price and in such denominations as may be agreed between the Issuer and the relevant Dealer(s) or Covered Bondholder, as the case may be, and as indicated in the applicable Final Terms, save that the minimum

denomination of each Covered Bond to be admitted to trading on a regulated market within the EEA or offered to the public in circumstances which would otherwise require the publication of a prospectus under the Prospectus Directive, will be at least €100,000 (or, if the Covered Bonds are denominated in a currency other than euro, at least the equivalent amount in such currency as at the Issue Date of such Covered Bonds) or such other higher amount as may be required from time to time by the relevant regulator (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

The minimum denomination of each Rule 144A Covered Bond will be as stated in the applicable Final Terms in U.S. dollars (or its approximate equivalent in other Specified Currencies).

Redenomination:

The applicable Final Terms may provide that certain Covered Bonds may be redenominated into another currency. If so, the redenomination provisions will be set out in the applicable Final Terms.

Maturities:

Such maturities as may be agreed between the Issuer and the relevant Dealer(s) or Covered Bondholder, as the case may be, and as indicated in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant regulator (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Form of the Covered Bonds:

The Covered Bonds will be issued in bearer or registered form or in such other form as shall be agreed upon by the Issuer, the Guarantor LP, the relevant Dealer(s) or Covered Bondholder(s), as the case may be, and the Bond Trustee, as described in "*Form of the Covered Bonds*". Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and *vice versa*.

Each Tranche of Bearer Covered Bonds will be issued in the form of either a Temporary Global Covered Bond or a Permanent Global Covered Bond deposited with the Common Safekeeper for Euroclear and Clearstream, Luxembourg (in the case of Bearer Covered Bonds intended to be issued in NGCB form) or otherwise with a Common Depository for Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms. A Temporary Global Covered Bond will be exchangeable for a Permanent Global Covered Bond or, if so specified in the applicable Final Terms, Bearer Definitive Covered Bonds. Unless otherwise specified in the applicable Final Terms, a Permanent Global Covered Bond will be exchangeable for Bearer Definitive Covered Bonds only in the limited circumstances specified in the "*Terms and Conditions of the Covered Bonds*".

Registered Covered Bonds sold in reliance on Regulation S under the Securities Act will be issued in the form of Regulation S Global Covered Bonds, while Registered Covered Bonds sold in reliance on Rule 144A will be issued in the form of Rule 144A Global Covered Bonds (together, the "**Registered Global Covered Bonds**"). Registered Global Covered Bonds will (i) if held under the new safekeeping structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations (the "**NSS**"), be registered in the name of a nominee of, and delivered to, a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg; and (ii) if not held under the NSS, either be deposited with a custodian for, and registered in the name of a nominee for, DTC, CDS or Euroclear and Clearstream, Luxembourg, as specified in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms, Registered Covered Bonds will be exchangeable for Registered Definitive Covered Bonds in the limited circumstances specified in "*Terms and Conditions of the Covered Bonds*".



Registered Covered Bonds are subject to transfer restrictions described under “*Subscription and Sale and Transfer and Selling Restrictions*”.

N Covered Bonds will be issued in the form of the N Covered Bond set out herein with the N Covered Bond attached thereto and together with the execution of the related N Covered Bond Agreement in the form set out herein (each, an “**N Covered Bond Agreement**”).

See “*Form of the Covered Bonds*” for further details.

**Interest:** Covered Bonds may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed or floating rate (detailed in a formula or otherwise) and may vary during the lifetime of the relevant Series.

**Types of Covered Bonds:** The following is a non-exhaustive list of the types of Covered Bonds that may be issued under the Programme:

- Fixed Rate Covered Bonds
- Floating Rate Covered Bonds
- Index Linked Covered Bonds
- Dual Currency Covered Bonds
- Instalment Covered Bonds
- Zero Coupon Covered Bonds.

**Other Types of Covered Bonds:** Covered Bonds with respect to which payment of principal and/or interest is linked to any source or types of Covered Bonds not referred to above (including Equity Linked Covered Bonds, Commodity Linked Covered Bonds and Credit Linked Covered Bonds) may be issued under the Programme on terms agreed between the Issuer and the relevant Purchaser(s) and set out in the applicable Final Terms, as appropriate.

**Fixed Rate Covered Bonds:** Fixed Rate Covered Bonds will bear interest at a fixed rate which will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms), provided that if an Extended Due for Payment Date is specified in the Final Terms, interest following the Due for Payment Date will continue to accrue and be payable on the unpaid amount in accordance with Condition 5, at a Rate of Interest determined in accordance with Condition 5.03 (in the same manner as the Rate of Interest for Floating Rate Covered Bonds) even where the relevant Covered Bonds are Fixed Rate Covered Bonds.

**Floating Rate Covered Bonds:** Floating Rate Covered Bonds will bear interest at a rate determined:

- (i) on the same basis as the floating rate under a schedule and confirmation for the relevant Tranche and/or Series of Covered Bonds in the relevant Specified Currency governed by the Covered Bond Swap Agreement incorporating the ISDA Definitions; or
- (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s),

as set out in the applicable Final Terms.

The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each Tranche of Floating Rate Covered Bonds as set out in the applicable Final Terms.

Index Linked Covered Bonds:	Payments of principal in respect of Index Linked Redemption Covered Bonds or of interest in respect of Index Linked Interest Covered Bonds will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer(s) may agree (as set out in the applicable Final Terms).
Dual Currency Covered Bonds:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Covered Bonds will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree (as set out in the applicable Final Terms).
Instalment Covered Bonds:	Instalment Covered Bonds are redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.
Zero Coupon Covered Bonds:	Zero Coupon Covered Bonds may be offered and sold at a discount to their nominal amount and will not bear interest except in the case of late payment unless otherwise specified in the applicable Final Terms.
Rating Agency Confirmation:	Any issuance of new Covered Bonds will be conditional upon obtaining Rating Agency Confirmation in respect of the ratings of the then outstanding Covered Bonds by the Rating Agencies.
Ratings:	Covered Bonds issued under the Programme are expected on issue to be assigned an “AAA” rating by S&P, an “Aaa” by Moody’s, an “AAA” by Fitch and an “AAA” by DBRS unless otherwise specified in the applicable Final Terms.
Listing and admission to trading:	Application has been made to admit Covered Bonds issued under the Programme to the Official List and to admit the Covered Bonds to trading on the Market or the PSM of the London Stock Exchange. Covered Bonds may be unlisted or may be listed on such other or further stock exchanges or regulated or unregulated markets, as may be agreed between the Issuer, the Guarantor LP, the Bond Trustee and the relevant Dealer(s) in relation to each Tranche. The Final Terms relating to each Tranche of the Covered Bonds will state whether or not the Covered Bonds are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets. N Covered Bonds may not be listed and/or admitted to trading.
Redemption:	<p>The applicable Final Terms relating to each Tranche of Covered Bonds will indicate either that the relevant Covered Bonds of such Tranche cannot be redeemed prior to their stated maturity (other than in the case of Instalment Covered Bonds or following an Issuer Event of Default or a Guarantor LP Event of Default or as indicated below) or that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the holders of the Covered Bonds, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).</p> <p>Early redemption will be permitted for taxation reasons and illegality as mentioned in “<i>Terms and Conditions of the Covered Bonds – Early Redemption for Taxation Reasons</i>” and “<i>– Redemption due to Illegality</i>”, but will otherwise be permitted only to the extent specified in the applicable Final Terms.</p> <p>The Issuer may also issue Covered Bonds the terms of which permit it to pay and/or discharge its obligations with respect to such Covered Bonds by the payment or delivery of securities and/or other property or any combination of cash, securities and/or other property. The terms of such Covered Bonds and the conditions upon which such payment and/or discharge may be effected will be set out in full in the applicable Final Terms, as appropriate.</p>
Extendable obligations under the Covered Bond Guarantee:	The applicable Final Terms may also provide that (if a Notice to Pay has been served on the Guarantor LP) the Guarantor LP’s obligations

under the Covered Bond Guarantee to pay the Guaranteed Amounts corresponding to the Final Redemption Amount of the applicable Series of Covered Bonds on their Final Maturity Date (subject to applicable grace periods) may be deferred until the Extended Due for Payment Date. In such case, such deferral will occur automatically (i) if the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on their Final Maturity Date (subject to applicable grace periods) and (ii) if the Guaranteed Amounts equal to the Final Redemption Amount in respect of such Series of Covered Bonds are not paid in full by the Guarantor LP by the Extension Determination Date (for example, because the Guarantor LP has insufficient moneys in accordance with the Priorities of Payment to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount of the relevant Series of Covered Bonds after payment of higher ranking amounts and taking into account amounts ranking *pari passu* in the Priorities of Payment). To the extent a Notice to Pay has been served on the Guarantor LP and the Guarantor LP has sufficient time and sufficient moneys to pay in part the Final Redemption Amount, such partial payment will be made by the Guarantor LP on any Interest Payment Date up to and including the relevant Extended Due for Payment Date as described in Condition 6.01. Interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 5, at a Rate of Interest determined in accordance with Condition 5.03 (in the same manner as the Rate of Interest for Floating Rate Covered Bonds). The Guarantor LP will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date and any unpaid amounts in respect thereof shall be due and payable on the Extended Due for Payment Date.

Taxation:

Payments in respect of Covered Bonds will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Canada or any province or territory thereof, or, in the case of Covered Bonds issued by a branch of the Issuer located outside Canada, the country in which such branch is located, or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will (subject to customary exceptions) pay such additional amounts as will result in the holders of Covered Bonds or Coupons receiving such amounts as they would have received in respect of such Covered Bonds or Coupons had no such withholding or deduction been required (see "*Terms and Conditions of the Covered Bonds – Early Redemption for Taxation Reasons*"). Under the Covered Bond Guarantee, the Guarantor LP will not be liable to pay any such additional amounts as a consequence of any applicable tax withholding or deduction, including such additional amounts which may become payable by the Issuer under Condition 8.

If (i) any portion of interest payable on a Covered Bond is contingent or dependent on the use of, or production from, property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criteria or by reference to dividends paid or payable to shareholders of a corporation; (ii) the recipient of interest payable on a Covered Bond does not deal at arm's length with the Issuer for purposes of the *Income Tax Act* (Canada); or (iii) interest is payable in respect of a Covered Bond owned by a person with whom the Issuer does not deal at arm's length for purposes of the *Income Tax Act* (Canada), such interest may be subject to Canadian non-resident withholding tax. Additional opinions from Canadian tax counsel may be required. See the discussion under the caption "*Taxation–Canada*".

ERISA:

In general, a Covered Bond may be purchased by U.S. benefit plan investors subject to the U.S. Employee Retirement Income Security

Act of 1974, as amended (“ERISA”), or Section 4975 of the U.S. Internal Revenue Code of 1986 subject to certain conditions. See “ERISA and Certain Other U.S. Considerations”.

**Cross Default:** If a Guarantor LP Acceleration Notice is served in respect of any one Series of Covered Bonds, then the obligation of the Guarantor LP to pay Guaranteed Amounts in respect of all Tranches of Covered Bonds outstanding will be accelerated.

**Set Off:** In the case of N Covered Bonds, as long as, and to the extent that, the N Covered Bond forms part of the restricted assets (*gebundenes Vermögen*) within the meaning of § 54 of the German Act Concerning the Supervision of Insurance Companies (*Gesetz über die Beaufsichtigung der Versicherungsunternehmen - Versicherungsaufsichtsgesetz*) of 17 December, 1992 (as amended) and the German Regulation Concerning the Investment of the Restricted Assets of Insurance Companies (*Verordnung über die Anlage des gebundenen Vermögens von Versicherungsunternehmen*) of 20 December, 2001 (as amended), the Issuer waives (also in the event of insolvency of the holder of such Covered Bonds or in the event that insolvency proceedings or similar proceedings are instituted against the holder of such Covered Bonds) any right of set-off as well as any right to exercise any pledges, rights of retention and other rights which could affect the rights under the N Covered Bond.

**Status of the Covered Bonds:** The Covered Bonds will constitute deposits for purposes of the *Bank Act* (Canada) and will constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* with all deposit liabilities of the Issuer without any preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

The Covered Bonds will not be deposits insured under the *Canada Deposit Insurance Corporation Act* (Canada).

**Governing Law and Jurisdiction:** The Covered Bonds and all Transaction Documents will be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, except as otherwise noted.

Ontario courts have non-exclusive jurisdiction in the event of litigation in respect of the contractual documentation and the Covered Bonds governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

N Covered Bonds shall be governed by, and construed in accordance with, the laws of Federal Republic of Germany. Ontario courts shall have exclusive jurisdiction in the event of litigation in respect of the N Covered Bonds.

**Terms and Conditions:** With the exception of N Covered Bonds, either (i) Final Terms or (ii) a stand-alone prospectus (a “**Stand-Alone Prospectus**”) will be prepared in respect of each Tranche of Covered Bonds. A copy of each Final Terms will, in the case of Covered Bonds to be admitted to the Official List and to be admitted to trading on the Market or the PSM, be delivered to Listing Applications at the UK Listing Authority and to the London Stock Exchange on or before the closing date of such Covered Bonds. The terms and conditions applicable to each Tranche will be those set out herein under “Terms and Conditions of the Covered Bonds” as supplemented, modified or replaced by the applicable Final Terms or the Stand-Alone Prospectus, as the case may be.

In the case of a Tranche of Covered Bonds which is the subject of a Stand-Alone Prospectus, each reference in this Prospectus to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified,

state, shown, indicated or otherwise provided for in the relevant Stand-Alone Prospectus and, as applicable, each other reference to Final Terms in the Prospectus shall be read and construed as a reference to such Stand-Alone Prospectus.

An N Covered Bond Agreement will be prepared in respect of each Series of N Covered Bonds and, together with the N Covered Bond Conditions, will constitute the Final Terms in respect of such Series of N Covered Bonds.

In the case of N Covered Bonds, each reference in this document to information being set out, specified, stated, shown, indicated or otherwise provided for in the applicable Final Terms shall be read and construed as a reference to such information being set out, specified, stated, shown, indicated or otherwise provided in the relevant N Covered Bond Agreement, the N Covered Bond and the N Covered Bond Conditions attached thereto and, as applicable, each other reference to Final Terms in the document shall be construed and read as a reference to such N Covered Bond Agreement and N Covered Bond and the N Covered Bond Conditions attached thereto.

Clearing System: DTC, Euroclear, Clearstream, Luxembourg and/or, in relation to any Covered Bonds, any other clearing system as may be specified in the applicable Final Terms. N Covered Bonds will not be settled in a clearing system.

Non-U.S. Selling Restrictions: There will be specific restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of offering material in Canada, Japan and the EEA, the United Kingdom, France and Italy, as well as such other restrictions as may be required in connection with a particular issue of Covered Bonds as set out in the applicable Final Terms. See “*Subscription and Sale and Transfer and Selling Restrictions*”.

U.S. Selling Restrictions: The Issuer is Category 2 for the purposes of Regulation S under the Securities Act.

If specified in the applicable Final Terms, Covered Bonds may be sold in compliance with Rule 144A.

The Covered Bonds in bearer form will be issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(D) (the “**TEFRA D Rules**”) unless (i) the applicable Final Terms state that the Covered Bonds are issued in compliance with U.S. Treasury Regulation §1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) or (ii) the Covered Bonds are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Covered Bonds will not constitute “registration required obligations” under the *United States Tax Equity and Fiscal Responsibility Act of 1982* (“**TEFRA**”), which circumstances will be referred to in the applicable Final Terms as a transfer to which TEFRA is not applicable.

Transfer Restrictions: There are restrictions on the transfer of certain Registered Covered Bonds. See “*Subscription and Sale and Transfer and Selling Restrictions – United States of America– Transfer Restrictions*”.

A transfer of N Covered Bonds is not effective until the transferee has agreed in the duly executed copy of the N Covered Bond Assignment Agreement relating to such N Covered Bond and delivered to the Registrar to be bound by the terms of the N Covered Bond Agreement.

Covered Bond Guarantee: Payment of interest and principal in respect of the Covered Bonds when Due for Payment will be irrevocably guaranteed by the Guarantor LP. The obligations of the Guarantor LP to make payment in respect of the Guaranteed Amounts when Due for Payment are subject to the condition that a Covered Bond Guarantee Activation Event has occurred. The obligations of the Guarantor LP under the Covered Bond Guarantee will accelerate against the Guarantor LP upon the service of a Guarantor LP Acceleration Notice. The

obligations of the Guarantor LP under the Covered Bond Guarantee constitute direct obligations of the Guarantor LP secured against the assets of the Guarantor LP, including the Covered Bond Portfolio.

Payments made by the Guarantor LP under the Covered Bond Guarantee will be made subject to, and in accordance with, the applicable Priorities of Payment.

Security:

To secure its obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party, the Guarantor LP has granted a first ranking security interest over its present and future acquired assets, including the Covered Bond Portfolio, in favour of the Bond Trustee (for itself and on behalf of the other Secured Creditors) pursuant to the terms of the Security Agreement.

Intercompany Loan:

Under the terms of the Intercompany Loan Agreement the Bank has made available to the Guarantor LP, on an unsecured basis, an interest-bearing Intercompany Loan, comprised of a Guarantee Loan and a revolving Demand Loan, in a combined aggregate amount equal to the Total Credit Commitment, subject to increases and decreases as described below. The Intercompany Loan is denominated in Canadian dollars. The interest rate on the Intercompany Loan is a Canadian Dollar floating rate determined by the Bank from time to time, subject to a maximum of the floating rate under the Interest Rate Swap Agreement less the sum of a minimum spread and an amount for certain expenses of the Guarantor LP. The balance of the Guarantee Loan and Demand Loan will fluctuate with the issuances and redemptions of Covered Bonds and the requirements of the Asset Coverage Test.

To the extent the Covered Bond Portfolio increases or is required to be increased to meet the Asset Coverage Test, the Bank may increase the Total Credit Commitment to enable the Guarantor LP to acquire New Loans and their Related Security from the Seller.

Guarantee Loan:

The Guarantee Loan is in an amount equal to the balance of outstanding Covered Bonds at any relevant time plus that portion of the Covered Bond Portfolio required in accordance with the Asset Coverage Test as over-collateralization for the Covered Bonds in excess of the amount of then outstanding Covered Bonds (see "*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*").

Demand Loan:

The Demand Loan is a revolving credit facility, the outstanding balance of which is equal to the difference between the balance of the Intercompany Loan and the balance of the Guarantee Loan at any relevant time. At any time prior to a Demand Loan Repayment Event, the Guarantor LP may borrow any withdrawn or committed amount or re-borrow any amount repaid by the Guarantor LP under the Intercompany Loan for a permitted purpose provided, among other things, (i) such drawing does not result in the Intercompany Loan exceeding the Total Credit Commitment; and (ii) no Issuer Event of Default or Guarantor LP Event of Default has occurred and is continuing.

The Proceeds of the Intercompany Loan:

The Guarantor LP has used advances from the Intercompany Loan to purchase Loans and their Related Security for the Covered Bond Portfolio from the Seller in accordance with the terms of the Mortgage Sale Agreement and may use additional advances (i) to purchase New Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement; and/or (ii) to invest in Substitute Assets in an amount not exceeding the prescribed limit; and/or (iii) subject to complying with the Asset Coverage Test to make Capital Distributions to the Limited Partner; and/or (iv) to make deposits of the proceeds in the Guarantor LP Accounts (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit) and make investments in Authorized Investments.

Capital Contribution:	The Limited Partner may from time to time make Capital Contributions to the Guarantor LP including Capital Contributions of New Loans and their Related Security. Each of the Managing GP and the Liquidation GP respectively hold 99 per cent. and 1 per cent. of the .05 per cent. general partner interest in the Guarantor LP. The Limited Partner holds the substantial economic interest in the Guarantor LP (approximately 99.95 per cent.).
Consideration:	Under the terms of the Mortgage Sale Agreement, the Seller has sold Loans and their Related Security to the Guarantor LP for the Covered Bond Portfolio on a fully-serviced basis for cash consideration and may, from time to time, sell New Loans and their Related Security to the Guarantor LP on a fully-serviced basis in exchange for cash consideration equal to the fair market value of such Loans on their Transfer Date. The Limited Partner may also make Capital Contributions of New Loans and their Related Security to the Guarantor LP in exchange for additional interests in the capital of the Guarantor LP
Interest Rate Swap Agreement:	To provide a hedge against possible variances in the rates of interest payable on the Loans in the Covered Bond Portfolio (which may, for instance, include variable rates of interest or fixed rates of interest) and the amounts payable on the Intercompany Loan and (following the occurrence of a Covered Bond Guarantee Activation Event) the Covered Bond Swap Agreement, the Guarantor LP has entered into the Interest Rate Swap Agreement with the Interest Rate Swap Provider.
Covered Bond Swap Agreement:	To provide a hedge against currency and/or other risks arising, following the occurrence of a Covered Bond Guarantee Activation Event, in respect of amounts received by the Guarantor LP under the Interest Rate Swap Agreement and amounts payable in respect of its obligations under the Covered Bond Guarantee, the Guarantor LP has entered into the Covered Bond Swap Agreement (which may include a new schedule and confirmation(s) for each Tranche and/or Series of Covered Bonds) with the Covered Bond Swap Provider.
Risk Factors:	There are certain risks related to any issue of Covered Bonds under the programme, which investors should ensure they fully understand. A non-exhaustive summary of such risks is set out under " <i>Risk Factors</i> " from page 17 of this document.

## FORM OF THE COVERED BONDS

The Covered Bonds of each Series will be in either bearer form, with or without receipts, interest coupons and/or talons attached, or registered form, without receipts, interest coupons and/or talons attached or in such other form as shall be agreed upon by the Issuer, the Guarantor LP, the relevant Dealer(s) or Covered Bondholder(s), as the case may be, and the Bond Trustee. Bearer Covered Bonds will be offered and sold outside the United States in reliance on Regulation S under the *Securities Act* (“**Regulation S**”) and Registered Covered Bonds will be offered and sold both outside the United States in reliance on the exemption from registration provided by Regulation S and within the United States to, or for the benefit of U.S. persons who are Qualified Institutional Buyers (as defined in Rule 144A), in reliance on Rule 144A.

### **Bearer Covered Bonds**

Each Tranche of Bearer Covered Bonds will be initially issued in the form of a temporary global covered bond without receipts or interest coupons attached (a “**Temporary Global Covered Bond**”) or, if so specified in the applicable Final Terms (the “**applicable Final Terms**”), a permanent global covered bond without receipts or interest coupons attached (a “**Permanent Global Covered Bond**”) and, together with the Temporary Global Covered Bonds, the “**Bearer Global Covered Bonds**” and each a “**Bearer Global Covered Bond**”) which, in either case, will

- (a) if the Bearer Global Covered Bonds are intended to be issued in new global Covered Bond (“**NGCB**”) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”); and
- (b) if the Bearer Global Covered Bonds are not intended to be issued in NGCB form, be delivered on or prior to the original issue date of the Tranche to a common depository (the “**Common Depository**”) for Euroclear and Clearstream, Luxembourg.

Whilst any Bearer Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Bearer Covered Bonds due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Covered Bond if the Temporary Global Covered Bond is not intended to be issued in NGCB form) only to the extent that certification to the effect that the beneficial owners of interests in such Bearer Covered Bond are not U.S. persons for U.S. federal income tax purposes or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Global Covered Bond is issued, interests in such Temporary Global Covered Bond will be exchangeable (free of charge) upon a request as described therein either for: (i) interests in a Permanent Global Covered Bond of the same Series; or (ii) for Bearer Definitive Covered Bonds of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of Bearer Definitive Covered Bonds, to such notice period as is specified in the applicable Final Terms), in each case against certification of non-US beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Covered Bond will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Covered Bond for an interest in a Permanent Global Covered Bond or for Bearer Definitive Covered Bonds is impermissibly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Covered Bond will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Covered Bond if the Permanent Global Covered Bond is not intended to be issued in NGCB form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Bearer Definitive Covered Bonds with, where applicable, receipts, interest coupons and talons attached upon either: (i) not less than 60 days’ written notice from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) to the Issuing and Paying Agent as described therein; or (ii) only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that: (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is



available; or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Bearer Covered Bonds represented by the Permanent Global Covered Bond in definitive form. The Issuer will promptly give notice to holders of the Covered Bonds of each Series of Bearer Global Covered Bonds in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Covered Bond) or the Bond Trustee may give notice to the Issuing and Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the Issuer may also give notice to the Issuing and Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Issuing and Paying Agent.

Bearer Global Covered Bonds and Bearer Definitive Covered Bonds will be issued pursuant to the Agency Agreement.

The following legend will appear on all Bearer Covered Bonds which have an original maturity of more than one year and on all receipts and interest coupons relating to such Bearer Covered Bonds:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Covered Bonds, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Bearer Covered Bonds, receipts or interest coupons.

Covered Bonds which are represented by a Bearer Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

### **Registered Covered Bonds**

The Registered Covered Bonds of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global covered bond in registered form (a “**Regulation S Global Covered Bond**”). Prior to expiry of the Distribution Compliance Period (as defined in Regulation S) applicable to each Tranche of Covered Bonds, beneficial interests in a Regulation S Global Covered Bond may not be offered or sold to, or for the account or benefit of, a U.S. person (as defined in Regulation S) save as otherwise provided in Condition 2 and may not be held otherwise than through Euroclear or Clearstream, Luxembourg, and such Regulation S Global Covered Bond will bear a legend regarding such restrictions on transfer.

The Registered Covered Bonds of each Tranche may only be offered and sold in the United States or to U.S. persons in private transactions exempt from registration under the Securities Act to “qualified institutional buyers” within the meaning of Rule 144A (“**QIBs**”).

The Registered Covered Bonds of each Tranche sold to QIBs will be represented by a global covered bond in registered form (a “**Rule 144A Global Covered Bond**”) and, together with a Regulation S Global Covered Bond, the “**Registered Global Covered Bonds**”).

Registered Global Covered Bonds will either: (i) be deposited with a custodian for, and registered in the name of a nominee of, DTC or CDS for the accounts of Euroclear and Clearstream, Luxembourg; (ii) be deposited with a common depository for, and registered in the name of a common nominee of, DTC, CDS, Euroclear and/or Clearstream, Luxembourg; or (iii) if held under the new safekeeping structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations (the “**NSS**”), be registered in the name of a nominee of, and delivered to, a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Covered Bonds will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Definitive Covered Bonds in fully registered form.

The Rule 144A Global Covered Bonds will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions described under “*Subscription and Sale and Transfer and Selling Restrictions*”.

Payments of principal, interest and any other amount in respect of the Registered Global Covered Bonds will, in the absence of provision to the contrary, be made to the person shown on the Register as the registered holder of the Registered Global Covered Bonds. None of the Issuer, the Guarantor LP, the Bond

Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Covered Bonds in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Covered Bond will be exchangeable (free of charge), in whole but not in part, for Registered Definitive Covered Bonds without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, “**Exchange Event**” means that: (i) in the case of Covered Bonds registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depository for the Covered Bonds and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act; (ii) in the case of Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; (iii) in the case of Covered Bonds registered in the name of CDS or its nominee, CDS has notified the Issuer that it is unwilling or unable to continue to act as a depository for the Covered Bonds and a successor depository is not appointed by the Issuer within 90 days after receiving such notice, or has ceased to be a recognised clearing agency under the *Securities Act* (Ontario) or a self-regulatory organisation under the *Securities Act* (Québec) or other applicable Canadian securities legislation and a successor is not appointed by the Issuer within 90 days after the Issuer becoming aware that CDS is no longer so authorised; or (iv) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Covered Bonds represented by the Registered Global Covered Bond in definitive form. The Issuer will promptly give notice to holders of the Covered Bonds of each Series of Registered Global Covered Bonds in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, CDS, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any registered holder of an interest in such Registered Global Covered Bond) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

Rule 144A Covered Bonds will be issued in the minimum denominations specified in the applicable Final Terms in U.S. Dollars (or the approximate equivalents in the applicable Specified Currency).

## **N Covered Bonds**

N Covered Bonds will be issued in the form of the N Covered Bond set out herein with the N Covered Bond Conditions attached thereto, together with the execution of the related N Covered Bond Agreement in the form set out herein.

## **Transfer of Interests**

Interests in a Registered Global Covered Bond may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Covered Bond. No beneficial owner of an interest in a Registered Global Covered Bond will be able to transfer such interest, except in accordance with the applicable procedures of DTC, CDS, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. **Registered Covered Bonds are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see “Subscription and Sale and Transfer and Selling Restrictions”.**

A transfer of N Covered Bonds is not effective until the transferee has agreed in the duly executed copy of the N Covered Bond Assignment Agreement relating to such N Covered Bond and delivered to the Registrar to be bound by the terms of the N Covered Bond Agreement.

## **General**

Pursuant to the Agency Agreement (as defined under Terms and Conditions of the Covered Bonds), the Issuing and Paying Agent shall arrange that, where a further Tranche of Covered Bonds is issued which is intended to form a single Series with an existing Tranche of Covered Bonds, the Covered Bonds of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS assigned to Covered Bonds of

any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period applicable to the Covered Bonds of such Tranche.

Any reference herein to DTC, CDS, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Issuing and Paying Agent and the Bond Trustee.

No holder of the Covered Bonds, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor LP unless the Bond Trustee, having become so bound to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## TERMS AND CONDITIONS OF THE COVERED BONDS

*With the exception of N Covered Bonds, the following are the terms and conditions of the Covered Bonds (the “**Terms and Conditions**”), which as supplemented, modified or replaced in relation to any Covered Bonds by the applicable Final Terms, will be applicable to each Series of Covered Bonds issued after the date of this document unless otherwise specified in the applicable Final Terms. Either (i) the full text of these Terms and Conditions (subject to simplification by deletion of non-applicable provisions) together with the relevant provisions of the Final Terms or (ii) these Terms and Conditions as so supplemented, modified or replaced (subject to simplification by deletion of non-applicable provisions) shall be endorsed on the definitive Bearer Covered Bonds and Registered Covered Bonds, attached to the Temporary Global Covered Bond or the Permanent Global Covered Bond or otherwise incorporated or endorsed on such other forms of Covered Bonds as shall be agreed upon by the Issuer, the Guarantor LP, the relevant Dealer(s) or Covered Bondholder(s), as the case may be, and the Bond Trustee. All capitalized terms that are not defined in these Terms and Conditions will have the meanings given to them in the Final Terms. In relation to Covered Bonds of any Series of N Covered Bonds, the terms and conditions of such Series will be as set out in the N Covered Bond (Namensschuldverschreibung) together with the N Covered Bond Conditions attached thereto and in the N Covered Bond Agreement, in each case as supplemented, modified or replaced in relation to any Series of N Covered Bonds by the applicable Final Terms. For greater certainty, any reference to a “Condition” other than in this section shall be deemed to be, as applicable, a reference to the relevant provision of the N Covered Bond, the N Covered Bond Conditions attached thereto or the provisions of the N Covered Bond Agreement relating thereto; provided however, for greater certainty, that the preamble to these Terms and Conditions shall apply with respect to the issuance of N Covered Bonds.*

This Covered Bond is one of a Series (as defined below) of Covered Bonds issued by Royal Bank of Canada (the “**Issuer**” or the “**Bank**”) as part of the Issuer’s €15,000,000,000 Global Covered Bond Programme (the “**Programme**”) and constituted by a trust deed (such trust deed as amended, supplemented or replaced, the “**Trust Deed**”) initially entered into on the Programme Establishment Date and most recently amended and restated on April 6, 2011, between the Issuer, RBC Covered Bond Guarantor Limited Partnership, as guarantor (the “**Guarantor LP**”) and Computershare Trust Company of Canada, as bond trustee (in such capacity, the “**Bond Trustee**” which expression shall include any successor as bond trustee).

The Covered Bonds have the benefit of an agency agreement initially entered into on the Programme Establishment Date and most recently amended and restated on April 6, 2011 (as amended, supplemented, restated or replaced, the “**Agency Agreement**”) between the Issuer, the Guarantor LP, the Bond Trustee, The Bank of New York Mellon in its capacities as U.S. registrar (the “**U.S. Registrar**”, which expression should include any successor in this capacity), U.S. paying agent (the “**U.S. Paying Agent**”), transfer agent and exchange agent (the “**Exchange Agent**”, which expression shall include any successor in this capacity) and the Bank, acting through its London Branch, in its capacities as issuing and principal paying agent (the “**Issuing and Paying Agent**”, and which expression shall include any successor to the Bank in such capacity), and as European registrar (the “**European Registrar**”, which expression shall include any successor to the Bank in its capacity as such, and, acting through its offices located at 155 Wellington St. West, 14<sup>th</sup> Floor, Toronto, Ontario, Canada M5V 3K7, as Canadian registrar (the “**Canadian Registrar**”, which expression shall include any successor to the Bank in its capacity as such) and the “**Registrar**” or “**Registrars**” for a Tranche (as defined below)) shall be as specified in the applicable Final Terms (as defined below) and as calculation agent (the “**Calculation Agent**”, which expression shall include any successor to the Bank in its capacity as such and any substitute calculation agent appointed in accordance with the Agency Agreement either with respect to the Programme or with respect to a particular Series) and as transfer agent and any substitute or additional paying agents appointed in accordance with the terms of such Agency Agreement either with respect to the Programme or with respect to a particular Series (the “**Paying Agents**”, which expression shall, unless the context otherwise requires, include the Issuing and Paying Agent and the U.S. Paying Agent) and any substitute or additional transfer agents appointed in accordance with the terms of such Agency Agreement (the “**Transfer Agents**”, which expression shall, unless the context otherwise requires, include the European Registrar, the Canadian Registrar and the U.S. Registrar). As used herein, “Agents” shall mean the Paying Agents, the Registrar or Registrars, the Exchange Agent and the Transfer Agents.

Save as provided in Conditions 7 and 13, references in these Terms and Conditions to “**Covered Bonds**” are to Covered Bonds of this Series and shall mean:

- (a) in relation to any Covered Bonds represented by a global covered bond (a “**Global Covered Bond**”), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Covered Bond;
- (c) any definitive Covered Bonds in bearer form (“**Bearer Definitive Covered Bonds**”) issued in exchange for a Global Covered Bond in bearer form; and

- (d) any definitive Covered Bonds in registered form (“**Registered Definitive Covered Bonds**”) including without limitation any N Covered Bonds (whether or not issued in exchange for a Global Covered Bond in registered form).

Save as provided in Conditions 7 and 13, any references to “**Coupons**” (as defined in Condition 1.06), “**Receipts**” (as defined in Condition 1.07) or “**Talons**” (as defined in Condition 1.06) are to Coupons, Receipts and Talons relating to Covered Bonds of this Series.

References in these Terms and Conditions to the Final Terms are to Part A of the Final Terms(s) prepared in relation to the Covered Bonds of the relevant Tranche or Series.

In respect of any Covered Bonds, references herein to these “Terms and Conditions” are to these terms and conditions as supplemented or modified or (to the extent thereof) replaced by Part A of the Final Terms and any reference herein to a “**Condition**” is a reference to the relevant Condition of the Terms and Conditions of the relevant Covered Bonds.

The Covered Bonds are issued in series (each, a “**Series**”), and each Series (except in the case of N Covered Bonds) may comprise one or more tranches (“**Tranches**” and each, a “**Tranche**”) of Covered Bonds. Each Tranche or in the case of N Covered Bonds, each Series, will be the subject of Final Terms (each, “**Final Terms**”), a copy of which will be available free of charge during normal business hours at the specified office of the Issuing and Paying Agent and/or, as the case may be, the applicable Registrar and each other Paying Agent. In the case of a Tranche (or Series in the case of N Covered Bonds) of Covered Bonds that is not offered to the public nor admitted to trading on a regulated market in any the EEA in circumstances requiring publication of a prospectus in accordance with Directive 2003/71/EC and any relevant implementing measure nor admitted to trading on the Professional Securities Market, copies of the Final Terms will only be available for inspection by a Holder of or, as the case may be, a Relevant Account Holder (each as defined herein) in respect of, such Covered Bonds.

The Bond Trustee acts for the benefit of the holders for the time being of the Covered Bonds (the “holders of the Covered Bonds”, which expression shall, in relation to any Covered Bonds represented by a Global Covered Bond, be construed as provided below), the holders of the Receipts (the “**Receiptholders**”) and the holders of the Coupons (the “**Couponholders**”, which expression shall, unless the context otherwise requires, include the holders of the Talons (as defined in Condition 1.06 below)), and for holders of each other series of Covered Bonds in accordance with the provisions of the Trust Deed.

The Guarantor LP has, in the Trust Deed, irrevocably and unconditionally guaranteed the due and punctual payment of the Guaranteed Amounts in respect of the Covered Bonds as and when the same shall become due for payment on certain dates and in accordance with the Trust Deed (“**Due for Payment**”), but only after the occurrence of a Covered Bond Guarantee Activation Event.

The security for the obligations of the Guarantor LP under the Covered Bond Guarantee and the other Transaction Documents to which it is a party has been created in and pursuant to, and on the terms set out in, a security agreement (such security agreement as amended, supplemented or replaced the “**Security Agreement**”) entered into on the Programme Establishment Date between the Guarantor LP, the Bond Trustee and certain other Secured Creditors.

These Terms and Conditions include summaries of and are subject to, the provisions of the Trust Deed, the Security Agreement and the Agency Agreement.

Copies of the Trust Deed, the Security Agreement, the Master Definitions and Constructions Agreement (as defined below), the Agency Agreement and each of the other Transaction Documents are available for inspection during normal business hours at the registered office for the time being of the Bond Trustee being as of the date of this document at 100 University Avenue, 9<sup>th</sup> Floor, North Tower, Toronto, Ontario, Canada, M5J 2Y1 and at the specified office of each of the Paying Agents. Copies of the applicable Final Terms of all Covered Bonds of each Series (including in relation to unlisted Covered Bonds of any Series) are obtainable during normal business hours of the specified office of each of the Paying Agents, and any holder of the Covered Bonds must produce evidence satisfactory to the Issuer and the Bond Trustee or, as the case may be, relevant Paying Agent as to its holding of Covered Bonds and identity. The holders of the Covered Bonds, the Receiptholders and Couponholders are deemed to have notice of, or are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Trust Deed, the Security Agreement, the Master Definitions and Construction Agreement, the Agency Agreement, each of the other Transaction Documents and the applicable Final Terms which are applicable to them and to have notice of each set of Final Terms relating to each other Series.

Except where the context otherwise requires, capitalized terms used or otherwise defined in these Terms and Conditions shall bear the meanings given to them in the applicable Final Terms and/or the master definitions and construction agreement, initially entered into between the parties to the Transaction Documents on the Programme Establishment Date and, most recently amended and restated on April 6,

2011 (the “**Master Definitions and Construction Agreement**”), a copy of each of which may be obtained as described above.

## 1. Form and Denomination

**1.01** Covered Bonds are issued in bearer form (“**Bearer Covered Bonds**”) or in registered form (“**Registered Covered Bonds**”), or in such other form as shall be agreed upon by the Issuer, the Guarantor LP, the relevant Dealer(s) or Covered Bondholder(s), as the case may be, and the Bond Trustee, as specified in the Final Terms and are serially numbered. Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and *vice versa*.

The Covered Bond is a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond or an Indexed Linked Interest Covered Bond or any appropriate combination thereof, depending on the Interest Basis specified in the applicable Final Terms.

The Covered Bond may also be an Index Linked Redemption Covered Bond (collectively with Index Linked Interest Covered Bonds, “**Index Linked Covered Bonds**” and each an “**Index-Linked Covered Bond**”), a Dual Currency Covered Bond, an Instalment Covered Bond or in a combination of any of the foregoing, depending on the Redemption/Payment Basis specified in the applicable Final Terms.

The Covered Bond may also be a Covered Bond to which payment of principal and/or interest is linked to any other source or of a type not referred to above (including Equity Linked Covered Bonds, Commodity Linked Covered Bonds and Credit Linked Covered Bonds) the terms of which will be specified in the applicable Final Terms.

**1.02** For so long as any of the Covered Bonds is represented by a Temporary Global Covered Bond and/or Permanent Global Covered Bond held on behalf of Euroclear and/or Clearstream, Luxembourg or so long as The Depository Trust Company (“**DTC**”) or its nominee or CDS or its nominee is the registered holder of a Registered Global Covered Bond, each person (other than Euroclear or Clearstream, Luxembourg, DTC or CDS) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg, DTC or CDS as the holder of a particular principal amount of such Covered Bonds (a “**Relevant Account Holder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg, DTC or CDS as to the principal amount of such Covered Bonds standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Guarantor LP, the Bond Trustee, the Issuing and Paying Agent, the Registrar and any other Agent as the holder of such principal amount of such Covered Bonds for all purposes, in accordance with and subject to the Terms and Conditions of the relevant Global Covered Bond and the Trust Deed, other than with respect to the payment of principal or interest on the Covered Bonds, and, in the case of DTC or its nominee or CDS or its nominee, voting, giving consents and making requests, for which purpose the bearer of the relevant Temporary Global Covered Bond and/or Permanent Global Covered Bond or registered holder of a Registered Global Covered Bond (or in either case, the Bond Trustee in accordance with the Trust Deed) shall be treated by the Issuer, the Guarantor LP, the Bond Trustee, the Issuing and Paying Agent and any Agent and any Registrar as the holder of such principal amount of such Covered Bonds in accordance with and subject to the terms of the relevant Global Covered Bond and the expression “**Holder**” and related expressions shall be construed accordingly. Similar rights as those made available to Relevant Account Holders in the preceding sentence may be made available to Relevant Account Holders in other relevant clearing systems as more fully provided in the Final Terms. Covered Bonds which are represented by a Global Covered Bond will be transferable only in accordance with the then current rules and procedures of Euroclear or of Clearstream, Luxembourg, DTC or CDS or any other relevant clearing system, as the case may be.

References to DTC, CDS, Euroclear or Clearstream, Luxembourg shall, whenever the context so permits (but not in the case of any NGCB or Registered Global Covered Bond to be held under the new safekeeping structure for registered global securities which are intended to constitute eligible collateral for Eurosystem monetary policy and intra-day credit operations (the “**NSS**”), be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms as may otherwise be approved by the Issuer, the Issuing and Paying Agent and the Bond Trustee.

### **Bearer Covered Bonds**

**1.03** The Final Terms shall specify, if applicable, whether U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D) (the “**TEFRA D Rules**”) or U.S. Treasury Regulation § 1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) shall apply. Each Tranche of Bearer Covered Bonds with an original maturity of more than one year is represented upon issue by a Temporary Global Covered Bond, unless the Final Terms specify otherwise, in particular, when the TEFRA C Rules apply.

Where the Final Terms applicable to a Tranche of Bearer Covered Bonds so specify or where a Tranche of Bearer Covered Bonds has an original maturity of one year or less, such Tranche is (unless otherwise specified in the Final Terms) represented upon issue by a Permanent Global Covered Bond.

Interests in the Temporary Global Covered Bond may be exchanged for:

- (a) interests in a Permanent Global Covered Bond; or
- (b) if so specified in the Final Terms Bearer Definitive Covered Bonds.

Exchanges of interests in a Temporary Global Covered Bond for Bearer Definitive Covered Bonds or, as the case may be, a Permanent Global Covered Bond will be made only on or after the Exchange Date (as specified in the Final Terms) and (unless the Final Terms specify that the TEFRA C Rules are applicable to the Covered Bonds) provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations has been received in accordance with the terms of the Temporary Global Covered Bond (each certification in substantially the form set out in the Temporary Global Covered Bond or in such other form as is customarily issued in such circumstances by the relevant clearing system).

**1.04** The bearer of any Temporary Global Covered Bond shall not (unless, upon due presentation of such Temporary Global Covered Bond for exchange (in whole but not in part only) for a Permanent Global Covered Bond or for delivery of Bearer Definitive Covered Bonds, such exchange or delivery is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to collect any payment in respect of the Covered Bonds represented by such Temporary Global Covered Bond which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date specified in the applicable Final Terms.

**1.05** Unless the Final Terms specify that the TEFRA C Rules are applicable to the Covered Bonds and subject to Condition 1.04 above, if any date on which a payment of interest is due on the Covered Bonds of a Tranche occurs while any of the Covered Bonds of that Tranche are represented by a Temporary Global Covered Bond, the related interest payment will be made on the Temporary Global Covered Bond only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Covered Bond or in such other form as is customarily issued in such circumstances by the relevant clearing system), has been received by Euroclear Bank S.A./N.V. ("**Euroclear**") or Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or any other relevant clearing system in accordance with the terms of the Temporary Global Covered Bond. Payments of amounts due in respect of a Permanent Global Covered Bond or (subject to Condition 1.04 above) a Temporary Global Covered Bond will be made through Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for further certification. Any reference herein to Euroclear or Clearstream, Luxembourg shall be deemed to include a reference to any other relevant clearing system.

**1.06** Bearer Definitive Covered Bonds that are interest bearing have attached thereto, at the time of their initial delivery, coupons ("**Coupons**"), the presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. Definitive Covered Bonds that are interest bearing, if so specified in the Final Terms, have attached thereto, at the time of their initial delivery, a talon ("**Talon**") for further coupons and the expression "Coupons" shall, where the context so requires, include Talons.

**1.07** Bearer Definitive Covered Bonds, the principal amount of which is repayable by instalments ("**Instalment Covered Bonds**") in such amounts as may be specified in, or determined in accordance with, the provisions of the Final Terms (each an "**Instalment Amount**"), have endorsed thereon a grid for recording the repayment of Instalment Amounts or, if so specified in the Final Terms, have attached thereto, at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the Instalment Amounts repaid.

## ***Denomination***

### ***Denomination of Bearer Covered Bonds***

**1.08** Bearer Covered Bonds are in the Specified Denomination(s) specified in the Final Terms. Unless otherwise specified in the Final Terms, Bearer Covered Bonds of one denomination may not be exchanged for Bearer Covered Bonds of any other denomination.

### ***Denomination of Registered Covered Bonds***

**1.09** Registered Covered Bonds are in the Specified Denominations specified in the Final Terms.

### ***Currency of Covered Bonds***

**1.10** The Covered Bonds are denominated in such currency as may be specified in the Final Terms. Any currency may be so specified, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

## **2. Title and Transfer**

**2.01** Title to Bearer Covered Bonds, Receipts and Coupons passes by delivery. References herein to the “**Holders**” of Bearer Covered Bonds or of Receipts or Coupons are to the bearers of such Bearer Covered Bonds or such Receipts or Coupons.

**2.02** Title to Registered Covered Bonds passes by due endorsement in the relevant register. The Issuer shall procure that the Registrar keep a register or registers in which shall be entered the names and addresses of the Holders of Registered Covered Bonds and particulars of the Registered Covered Bonds held by them. Such registration shall be noted on the Registered Covered Bonds by the Registrar. References herein to the “**Holders**” of Registered Covered Bonds are to the persons in whose names such Registered Covered Bonds are so registered in the relevant register.

**2.03** The Holder of any Bearer Covered Bond, Coupon, Receipt or Registered Covered Bond will for all purposes of the Trust Deed, Security Agreement and Agency Agreement (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof and no person shall be liable for so treating such Holder.

### ***Transfer of Registered Covered Bonds***

**2.04** A Registered Covered Bond may, upon the terms and subject to the terms and conditions set forth in the Agency Agreement and as required by law, be transferred in whole or in part only (provided that such part is a Specified Denomination specified in the Final Terms) upon the surrender of the Registered Covered Bond to be transferred, together with a form of transfer duly completed and executed, at the specified office of the Registrar. A new Registered Covered Bond will be issued to the transferee and, in the case of a transfer of part only of a Registered Covered Bond, a new Registered Covered Bond in respect of the balance not transferred will be issued to the transferor.

**2.05** Each new Registered Covered Bond to be issued upon the registration of the transfer of a Registered Covered Bond will, within three Relevant Banking Days of the transfer date be available for collection by each relevant Holder at the specified office of the Registrar or, at the option of the Holder requesting such transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer received by the Registrar or the Issuing and Paying Agent after the Record Date in respect of any payment due in respect of Registered Covered Bonds shall be deemed not to be effectively received by the Registrar or the Issuing and Paying Agent until the day following the due date for such payment.

**2.06** Transfers of beneficial interests in Rule 144A Global Covered Bonds (as defined below) and Regulation S Global Covered Bonds (as defined below) (together, the “**Registered Global Covered Bonds**”) will be effected by DTC, CDS, Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Covered Bond will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Registered Definitive Covered Bonds or for a beneficial interest in another Registered Global Covered Bond only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, CDS, Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Covered Bond registered in the name of a nominee for DTC or CDS shall be limited to transfers of such Registered Global Covered Bond, in whole but not in part, to another nominee of DTC or CDS, as applicable, or to a successor of DTC or CDS, as applicable, or such successor's nominee.

**2.07** For the purposes of these Terms and Conditions:

- (a) “**Relevant Banking Day**” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Covered Bond for a Registered Covered Bond, where such request for exchange is made to the Issuing and Paying Agent, in the place where the specified office of the Issuing and Paying Agent is located; and



- (b) the “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Covered Bond shall have been surrendered for transfer in accordance with Condition 2.04.
- (c) “**CGCB**” means a Temporary Global Covered Bond or a Permanent Global Covered Bond, in either case in respect of which the applicable Final Terms specify that it is not a new global covered bond;
- (d) “**Distribution Compliance Period**” means the period that ends 40 days after the completion of the distribution of the relevant Tranche of Covered Bonds, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);
- (e) “**Legended Covered Bonds**” means Registered Covered Bonds (whether in definitive form or represented by a Registered Global Covered Bond) sold in private transactions to QIBs in accordance with the requirements of Rule 144A;
- (f) “**NGCB**” means a Temporary Global Covered Bond or a Permanent Global Covered Bond, in either case in respect of which the applicable Final Terms specify that it is a new global covered bond;
- (g) “**QIB**” means a “qualified institutional buyer” within the meaning of Rule 144A;
- (h) “**Regulation S**” means Regulation S under the Securities Act;
- (i) “**Regulation S Global Covered Bond**” means a Registered Global Covered Bond representing Covered Bonds sold outside the United States in reliance on Regulation S;
- (j) “**Rule 144A**” means Rule 144A under the Securities Act;
- (k) “**Rule 144A Global Covered Bond**” means a Registered Global Covered Bond representing Covered Bonds sold in the United States to QIBs in reliance on Rule 144A; and
- (l) “**Securities Act**” means the United States Securities Act of 1933, as amended.

**2.08** The issue of new Registered Covered Bonds on transfer will be effected without charge by or on behalf of the Issuer, the Issuing and Paying Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Issuing and Paying Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

**2.09** Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Covered Bond to a transferee in the United States or who is a U.S. person will only be made:

- (a) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a “**Transfer Certificate**”), copies of which are available from the specified office of the Registrar or any Transfer Agent, from the transferor of the Covered Bond or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of United States counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In the case of (a) above, such transferee may take delivery through a Legended Covered Bond in global or definitive form. Prior to the end of the applicable Distribution Compliance Period, beneficial interests in Regulation S Covered Bonds registered in the name of a nominee for DTC may only be held through the accounts of Euroclear and Clearstream, Luxembourg. After expiry of the applicable Distribution Compliance Period: (A) beneficial interests in Regulation S Global Covered Bonds registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC or indirectly through a participant in DTC; and (B) such certification requirements will no longer apply to such transfers.

**2.10** Transfers of Legended Covered Bonds or beneficial interests therein may be made:

- (a) to a transferee who takes delivery of such interest through a Regulation S Global Covered Bond, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the

case of a Regulation S Global Covered Bond registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Covered Bonds being transferred will be held immediately thereafter through CDS, Euroclear and/or Clearstream, Luxembourg; or

- (b) to a transferee who takes delivery of such interest through a Legended Covered Bond where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (c) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of United States counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

### **3. Status of the Covered Bonds**

The Covered Bonds constitute deposit liabilities of the Issuer for purposes of the *Bank Act* (Canada), however will not be insured under the *Canada Deposit Insurance Corporation Act* (Canada), and will constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* with all deposit liabilities of the Issuer without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future (except as otherwise prescribed by law). Unless otherwise specified in the Final Terms, the deposits to be evidenced by the Covered Bond will be taken by the main branch of the Issuer in Toronto but without prejudice to the provisions of Condition 9.

### **4. Guarantee**

Payment of Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment has been unconditionally and irrevocably guaranteed by the Guarantor LP (the “**Covered Bond Guarantee**”) in favour of the Bond Trustee (for and on behalf of the Covered Bondholders) following a Covered Bond Guarantee Activation Event pursuant to the terms of the Trust Deed. The Guarantor LP shall have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amounts until a Covered Bond Guarantee Activation Event (as defined below) has occurred. The obligations of the Guarantor LP under the Covered Bond Guarantee are direct and, following the occurrence of a Covered Bond Guarantee Activation Event, unconditional and, except as provided in the Guarantee Priorities of Payment, unsubordinated obligations of the Guarantor LP, which are secured as provided in the Security Agreement. For the purposes of these Terms and Conditions a “**Covered Bond Guarantee Activation Event**” means the earlier to occur of (i) an Issuer Event of Default, service of an Issuer Acceleration Notice on the Issuer and service of a Notice to Pay on the Guarantor LP; and (ii) a Guarantor LP Event of Default and service of a Guarantor LP Acceleration Notice on the Issuer and the Guarantor LP. If a Notice to Pay is served on the Guarantor LP, the Guarantor LP shall pay Guaranteed Amounts in respect of the Covered Bonds on the Original Due for Payment Dates or, if applicable, the Extended Due for Payment Date.

Any payment made by the Guarantor LP under the Covered Bond Guarantee shall (unless such obligation shall have been discharged as a result of the payment of Excess Proceeds to the Bond Trustee pursuant to Condition 7) discharge *pro tanto* the obligations of the Issuer in respect of such payment under the Covered Bonds, Receipts and Coupons except where such payment has been declared void, voidable or otherwise recoverable in whole or in part and recovered from the Bond Trustee or the holders of the Covered Bonds.

### **5. Interest**

#### ***Interest***

**5.01** Covered Bonds may be interest-bearing or non interest-bearing. The Interest Basis is specified in the applicable Final Terms. Words and expressions appearing in this Condition 5 and not otherwise defined herein or in the Final Terms shall have the meanings given to them in Condition 5.09.

#### ***Interest on Fixed Rate Covered Bonds***

**5.02** Each Fixed Rate Covered Bond bears interest on its Outstanding Principal Amount from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrears on the Interest Payment Date(s) in each year up to and including the Final Maturity Date if that does not fall on an Interest Payment Date.

Unless otherwise provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on, but excluding, such date will amount

to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount(s) so specified.

As used in these Terms and Conditions, “**Fixed Interest Period**” means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date.

Interest will be calculated on the Calculation Amount of the Fixed Rate Covered Bonds and will be paid to the Holders of the Covered Bonds (in the case of a Global Covered Bond, interest will be paid to Clearstream, Luxembourg and/or Euroclear and/or DTC and/or CDS for distribution by them to Relevant Account Holders in accordance with their usual rules and operating procedures). If interest is required to be calculated for a period ending other than on an Interest Payment Date, or if no Fixed Coupon Amount is specified in the applicable Final Terms, such interest shall be calculated in accordance with Condition 5.08.

Notwithstanding anything else in this Condition 5.02, if an Extended Due for Payment Date is specified in the Final Terms, interest following the Due for Payment Date will continue to accrue and be payable on any unpaid amount in accordance with Condition 5 at a Rate of Interest determined in accordance with Condition 5.03 (in the same manner as the Rate of Interest for Floating Rate Covered Bonds).

### ***Interest on Floating Rate and Index Linked Interest Covered Bonds***

#### *Interest Payment Dates*

**5.03** Each Floating Rate Covered Bond and Index Linked Interest Covered Bond bears interest on its Outstanding Principal Amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (a) the Specified Interest Payment Date(s) (each an “**Interest Payment Date**”) in each year specified in the applicable Final Terms; or
- (b) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an “**Interest Payment Date**”) which falls the number of months or other period specified as the Interest Period(s) in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression, shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the Interest Period(s) specified in the applicable Final Terms). Interest will be calculated on the Calculation Amount of the Floating Rate Covered Bonds or Index Linked Interest Covered Bonds and will be paid to the Holders of the Covered Bonds (in the case of a Global Covered Bond, interest will be paid to Clearstream, Luxembourg, Euroclear, DTC and/or CDS for distribution by them to Relevant Account Holders in accordance with their usual rules and operating procedures).

#### *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Covered Bonds and Index Linked Interest Covered Bonds will be determined in the manner specified in the applicable Final Terms.

#### *Screen Rate Determination*

Where the Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined:

- (a) the Rate of Interest for each Interest Period will, subject as provided below, be either:
  - (1) the offered quotation, or
  - (2) the arithmetic mean (rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards) of the offered quotations(expressed as a percentage rate per annum) for the Reference Rate for deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, all as determined by the Calculation Agent;
- (b) if, on any Interest Determination Date, no such Reference Rate so appears or, as the case may be, if fewer than two offered quotations so appear or if the Relevant Screen Page is unavailable or if the offered rate or rates which appear as at the Relevant Time do not apply to a period or

durations equal to the Interest Period, the Calculation Agent will request appropriate quotations and will determine the arithmetic mean (rounded as described above) of the rates at which deposits in the relevant currency are offered by the Reference Banks at approximately the Relevant Time on the Interest Determination Date to prime banks in the London interbank market in the case of LIBOR or in the Euro-zone (as defined herein) interbank market in the case of EURIBOR for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;

- (c) if, on any Interest Determination Date, only two or three rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as described above) of the rates so quoted; or
- (d) if fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as described above) of the rates quoted by four major banks in the Financial Centre as selected by the Calculation Agent, at approximately 11.00 a.m. (Financial Centre time) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period for the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Covered Bonds during such Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as described above) of the rates so determined plus or minus (as indicated in the Final Terms) the Margin, if any, provided however that if the Calculation Agent is unable to determine a rate or, as the case may be, an arithmetic mean of rates in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Covered Bonds during such Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as described above) of the rates determined in relation to such Covered Bonds in respect of the last preceding Interest Period plus or minus (as indicated in the Final Terms) the Margin, if any.

### **ISDA Rate Determination**

**5.04** Where ISDA Determination is specified in the Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin, if any. For purposes of this Condition 5.04, “**ISDA Rate**” for an Interest Period means a rate equal to the Fixed Rates, Fixed Amounts, Fixed Prices, Floating Rates, Floating Amounts or Floating Prices, as the case may be, or as otherwise specified in the applicable Final Terms, as would have applied (regardless of any event of default or termination event or tax event thereunder) if the Issuer had entered into a schedule and confirmation in respect of the relevant Tranche or Series of Covered Bonds, as applicable, with the Holder of such Covered Bond under the terms of an agreement to which the ISDA Definitions applied and under which:

- the Fixed Rate Payer, Fixed Amount Payer, Floating Rate Payer or, as the case may be, Floating Amount Payer is the Issuer (as specified in the Final Terms);
- the Effective Date is the Interest Commencement Date;
- the Floating Rate Option (which may refer to a Rate Option or a Price Option, specified in the ISDA Definitions) is as specified in the applicable Final Terms;
- the Designated Maturity is the period specified in the applicable Final Terms;
- the Issuing and Paying Agent is the Calculation Agent;
- the Calculation Periods are the Interest Periods;
- the Payment Dates are the Interest Payment Dates;
- the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (“**LIBOR**”) or on the Euro-zone inter-bank offered rate (“**EURIBOR**”) for a currency, the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms;
- the Calculation Amount is the principal amount of such Covered Bond;
- the Day Count Fraction applicable to the calculation of any amount is that specified in the Final Terms or, if none is so specified, as may be determined in accordance with the ISDA Definitions;
- the Applicable Business Day Convention applicable to any date is that specified in the Final Terms or, if none is so specified, as may be determined in accordance with the ISDA Definitions; and

- the other terms are as specified in the Final Terms;
- for the purposes of this Condition 5.04 “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

***Maximum Rate of Interest or Minimum Rate of Interest***

5.05 If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

***Accrual of Interest after the due date***

5.06 Interest will cease to accrue as from the due date for redemption therefor (or, in the case of an Instalment Covered Bond, in respect of each Instalment Amount, on the due date for payment of the relevant Instalment Amount) unless upon due presentation or surrender thereof (if required), payment in full of the Final Redemption Amount or the relevant Instalment Amount is improperly withheld or refused or default is otherwise made in the payment thereof. In such event, interest shall continue to accrue on the principal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at the Rate of Interest then applicable or such other rate as may be specified for this purpose in the Final Terms if permitted by applicable law (“**Default Rate**”) until the date on which, upon due presentation or surrender of the relevant Covered Bond (if required), the relevant payment is made or, if earlier, the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Covered Bonds in accordance with Condition 14 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

***Interest Amount(s), Calculation Agent and Reference Banks***

5.07 If a Calculation Agent is specified in the Final Terms, the Calculation Agent, as soon as practicable after the Relevant Time on each Interest Determination Date (or such other time on such date as the Calculation Agent may be required to calculate any Final Redemption Amount or Instalment Amount, obtain any quote or make any determination or calculation) will determine the Rate of Interest and calculate the amount(s) of interest payable (the “**Interest Amount(s)**”) in the manner specified in Condition 5.08 below, calculate the Final Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date or, as the case may be, the Final Redemption Amount or any Instalment Amount to be notified to the Issuing and Paying Agent, the Registrar (in the case of Registered Covered Bonds), the Issuer, the Holders in accordance with Condition 14 and, if the Covered Bonds are listed on a stock exchange or admitted to listing by any other authority and the rules of such exchange or other relevant authority so require, such exchange or listing authority as soon as possible after their determination or calculation but in no event later than the fourth London Banking Day thereafter or, if earlier in the case of notification to the stock exchange or other relevant authority, the time required by the relevant stock exchange or listing authority. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Covered Bonds become due and payable under Condition 7, the Rate of Interest and the accrued interest payable in respect of the Covered Bonds shall nevertheless continue to be calculated in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Final Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest or proven error) be final and binding upon the Issuer and the Holders and neither the Calculation Agent nor any Reference Bank shall have any liability to the Holders in respect of any determination, calculation, quote or rate made or provided by it.

The Issuer will procure that there shall at all times be such Reference Banks as may be required for the purpose of determining the Rate of Interest applicable to the Covered Bonds and a Calculation Agent, if provision is made for one in the Terms and Conditions.

If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or any other requirements, the Bond Trustee shall determine the Rate of Interest at such rate as, in its absolute discretion (having regard as it shall think fit to the foregoing provision of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms), it shall deem fair and reasonable in all circumstances or, as the case may be, the Bond Trustee shall calculate (or appoint

an agent to calculate) the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Calculation Agent. The Calculation Agent may not resign its duties without a successor having been appointed as described above.

### **Calculations and Adjustments**

**5.08** The amount of interest payable in respect of any Covered Bond for any period shall be calculated by applying the Rate of Interest to the Calculation Amount, and, in each case, multiplying such sum by the Day Count Fraction, save that (i) if the Final Terms specifies a specific amount in respect of such period, the amount of interest payable in respect of such Covered Bond for such Interest Period will be equal to such specified amount and (ii) in the case of Fixed Rate Covered Bonds, the interest shall be calculated on such basis as may be specified in the applicable Final Terms.

For the purposes of any calculations referred to in these Terms and Conditions (unless otherwise specified in the Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount and (c) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the smallest sub-unit of such currency, with halves being rounded upwards.

Where the Covered Bonds are represented by a Global Covered Bond or where the Specified Denomination of a Covered Bond in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Covered Bond shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Outstanding Principal Amount of the Global Covered Bond or the Specified Denomination of a Covered Bond in definitive form, without any further rounding.

### **Definitions**

**5.09** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meaning set out below:

**“Banking Day”** means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

**“Business Day”** means (i) in relation to Covered Bonds payable in other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in the relevant currency in the Business Centre(s) specified in the Final Terms or (ii) in relation to Covered Bonds payable in euro, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day (as defined below) and on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Centre(s) specified in the Final Terms.

**“Business Day Convention”** means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following Business Day Conventions, where specified in the Final Terms in relation to any date applicable to any Covered Bonds, shall have the following meanings:

- (a) **“Following Business Day Convention”** means that such date shall be postponed to the first following day that is a Business Day;
- (b) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that such date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (c) **“Preceding Business Day Convention”** means that such date shall be brought forward to the first preceding day that is a Business Day; and
- (d) **“FRN Convention”** or **“Eurodollar Convention”** means that each such date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the Final Terms after the calendar month in which the preceding such date occurred, provided that:
  - (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

- (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
- (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred.

“**Calculation Agent**” means the Issuing and Paying Agent or such other agent as may be specified in the Final Terms as the Calculation Agent.

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (each such period an “**Accrual Period**”), such day count fraction as may be specified in the Final Terms and:

- (a) if “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Accrual Period divided by 365 (or, if any portion of the Accrual Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Accrual Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Accrual Period falling in a non-leap year divided by 365);
- (b) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Accrual Period divided by 365;
- (c) if “**Actual/360**” is so specified, means the actual number of days in the Accrual Period divided by 360;
- (d) if “**30E/360**” or “**Eurobond Basis**” is so specified, means the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Accrual Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Accrual Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, means the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Accrual Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

- “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Accrual Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
- “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;
- (f) if “**30E/360 (ISDA)**” is so specified, means the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

- “**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Accrual Period falls;
- “**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;
- “**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;
- “**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;
- “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Accrual Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and
- “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30; and
- (g) if “**Actual/Actual (ICMA)**” is so specified:
- (i) if the Accrual Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Accrual Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or
  - (ii) if the Accrual Period is longer than the Determination Period, the sum of:
    - (x) the number of days in such Accrual Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; and
    - (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year

where,

“**Determination Date**” means such dates as specified in the applicable Final Terms; and

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

“**Euro-zone**” means the region comprised of those member states of the European Union participating in the European Monetary Union from time to time.

“**Financial Centre**” means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of “Business Day” in the ISDA Definitions or indicated in the Final Terms or, in the case of Covered Bonds denominated in euro, such financial centre or centres as the Calculation Agent may select.



**“Interest Commencement Date”** means the date of issue (the **“Issue Date”**) of the Covered Bonds (as specified in the Final Terms) or such other date as may be specified as such in the Final Terms.

**“Interest Determination Date”** means, in respect of any Interest Period, the date specified in the Final Terms, or if none is specified:

- (a) the first day of such Interest Period; or
- (b) in the case of LIBOR (other than Sterling LIBOR) or EURIBOR, the date falling two London Banking Days (or, in the case of EURIBOR or EUROLIBOR, two TARGET2 Business Days) prior to the first day of such Interest Period.

**“Interest Payment Date”** means the date or dates specified as such in, or determined in accordance with the provisions of, the Final Terms and, as the same may be adjusted in accordance with the Business Day Convention, if any, specified in the Final Terms or if the Business Day Convention is the FRN Convention and an interval of a number of calendar months is specified in the Final Terms as being the Interest Period, each of such dates as may occur in accordance with the FRN Convention at such specified period of calendar months following the Issue Date of the Covered Bonds (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**“Interest Period”** means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date, provided always that the first Interest Period shall commence on and include the Interest Commencement Date and the final Interest Period shall end on but exclude the Final Maturity Date.

**“ISDA Definitions”** means the 2006 ISDA Definitions (as amended, supplemented and updated as at the date of issue of the first Tranche of the Covered Bonds of the relevant Series (as specified in the Final Terms) as published by the International Swaps and Derivatives Association, Inc.) unless otherwise specified in the applicable Final Terms.

**“Outstanding Principal Amount”** means, in respect of a Covered Bond, its principal amount less, in respect of any Instalment Covered Bond, any principal amount on which interest shall have ceased to accrue in accordance with Condition 5.06 or otherwise as indicated in the Final Terms.

**“Rate of Interest”** means the rate or rates (expressed as a percentage per annum) or amount or amounts (expressed as a price per unit of relevant currency) of interest payable in respect of the Covered Bonds specified in, or calculated or determined in accordance with the provisions of, the Final Terms.

**“Reference Banks”** means such banks as may be specified in the Final Terms as the Reference Banks, or, if none are specified, “Reference Banks” has the meaning given in the ISDA Definitions, *mutatis mutandis*.

**“Relevant Time”** means the time as of which any rate is to be determined as specified in the Final Terms (which in the case of LIBOR means London time or in the case of EURIBOR means Central European Time) or, if none is specified, at which it is customary to determine such rate.

**“Reuters Screen”** means, when used in connection with a designated page and any designated information, the display page so designated on the Reuters Market 3000 (or such other page as may replace that page on that service for the purpose of displaying such information).

**“TARGET2 Business Day”** means, a day in which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open;

### **Zero-Coupon Covered Bonds**

**5.10** If any Final Redemption Amount in respect of any Zero Coupon Covered Bond is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Accrual Yield defined in, or determined in accordance with the provisions of, the Final Terms or at such other rate as may be specified for this purpose in the Final Terms until the date on which, upon due presentation or surrender of the relevant Covered Bond (if required), the relevant payment is made or, if earlier, the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Covered Bonds in accordance with Condition 14 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder). The amount of any such interest shall be calculated in accordance with the provisions of Condition 5.08 as if the Rate of Interest was the Accrual Yield, the Outstanding Principal Amount was the overdue sum and the Day Count Fraction was as specified for this purpose in the Final Terms or, if not so specified, 30E/360 (as defined in Condition 5.09).

## 6. Redemption and Purchase

### **Redemption at Maturity**

**6.01** Unless previously redeemed, or purchased and cancelled, this Covered Bond shall be redeemed at its Final Redemption Amount specified in or determined in the manner specified in the applicable Final Terms in the Specified Currency on the Final Maturity Date.

Without prejudice to Condition 7, if an Extended Due for Payment Date is specified as applicable in the Final Terms for a Series of Covered Bonds and the Issuer has failed to pay the Final Redemption Amount on the Final Maturity Date specified in the Final Terms (or after expiry of the grace period set out in Condition 7.01(a)) and following the service of a Notice to Pay on the Guarantor LP by no later than the date falling one Business Day prior to the Extension Determination Date the Guarantor LP has insufficient moneys available in accordance with the Guarantee Priority of Payments to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount of the relevant Series of Covered Bonds on the date falling on the earlier of (a) the date which falls two Business Days after service of such Notice to Pay on the Guarantor LP or if later the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 7.02) under the terms of the Covered Bond Guarantee or (b) the Extension Determination Date, then (subject as provided below) payment of the unpaid amount by the Guarantor LP under the Covered Bond Guarantee shall be deferred until the Extended Due for Payment Date, provided that in respect of any amount representing the Final Redemption Amount due and remaining unpaid on the earlier of (a) and (b) above the Guarantor LP will apply any moneys available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) to pay the Guaranteed Amounts corresponding to the Final Redemption Amount of the relevant Series of Covered Bonds on any Interest Payment Date thereafter up to (and including) the relevant Extended Due for Payment Date.

The Issuer shall confirm to the Issuing and Paying Agent as soon as reasonably practicable and in any event at least 4 Business Days prior to the Final Maturity Date of such Series of Covered Bonds whether payment will be made in full of the Final Redemption Amount in respect of a Series of Covered Bonds on that Final Maturity Date. Any failure by the Issuer to notify the Issuing and Paying Agent shall not affect the validity or effectiveness of the extension of maturity.

The Guarantor LP shall notify the relevant holders of the Covered Bonds (in accordance with Condition 14), the Rating Agencies, the Bond Trustee, the Issuing and Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least one Business Day prior to the dates specified in (a) and (b) of the second paragraph of this Condition 6.01 of any inability of the Guarantor LP to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of a Series of Covered Bonds pursuant to the Covered Bond Guarantee. Any failure by the Guarantor LP to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

In the circumstances outlined above, the Guarantor LP shall on the earlier of (a) the date falling two Business Days after the service of a Notice to Pay on the Guarantor LP or if later the Final Maturity Date (or, in each case, after the expiry of the applicable grace period set out in Condition 7.02) and (b) the Extension Determination Date, under the Covered Bond Guarantee, apply the moneys (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) *pro rata* in part payment of an amount equal to the Final Redemption Amount of each Covered Bond of the relevant Series of Covered Bonds and shall pay Guaranteed Amounts constituting the Scheduled Interest in respect of each such Covered Bond on such date. The obligation of the Guarantor LP to pay any amounts in respect of the balance of the Final Redemption Amount not so paid shall be deferred as described above. Such failure to pay by the Guarantor LP shall not constitute a Guarantor LP Event of Default.

Any discharge of the obligations of the Issuer as the result of the payment of Excess Proceeds to the Bond Trustee shall be disregarded for the purposes of determining the amounts to be paid by the Guarantor LP under the Covered Bond Guarantee in connection with this Condition 6.01.

For the purposes of these Terms and Conditions:

**“Extended Due for Payment Date”** means, in relation to any Series of Covered Bonds, the date, if any, specified as such in the applicable Final Terms to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Final Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on the Extension Determination Date; and

**“Extension Determination Date”** means, in respect of a Series of Covered Bonds, the date falling two Business Days after the expiry of seven days from (and including) the Final Maturity Date of such Covered Bonds.

**“Guarantee Priority of Payments”** means the priority of payments relating to moneys received by the Cash Manager for and on behalf of the Guarantor LP and moneys standing to the credit of the Guarantor LP Accounts, to be paid on each Guarantor LP Payment Date in accordance with the Guarantor LP Agreement.

**“Rating Agency”** means any one of Standard & Poor’s Credit Market Services Europe Ltd., Moody’s Investors Service Inc., Fitch, Inc. 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 and **“Rating Agencies”** means more than one Rating Agency.

### ***Early Redemption for Taxation Reasons***

**6.02** If, in relation to any Series of Covered Bonds (i) as a result of any change in the laws or regulations of Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax or, in the case of Covered Bonds issued by a branch of the Issuer outside Canada, of the country in which such branch is located or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date of such Covered Bonds or any other date specified in the Final Terms, the Issuer would be required to pay additional amounts as provided in Condition 8, (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it and (iii) such circumstances are evidenced by the delivery by the Issuer to the Issuing and Paying Agent and Bond Trustee of (x) a certificate signed by two senior officers of the Issuer stating that the said circumstances prevail and describing the facts leading thereto, and (y) an opinion of independent legal advisers of recognised standing to the effect that the circumstances set forth in (i) above, prevail, the Issuer may, at its option and having given no less than 30 nor more than 60 days’ notice (ending, in the case of Floating Rate Covered Bonds, on an Interest Payment Date) to the Holders of the Covered Bonds in accordance with Condition 14 (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Covered Bonds at their Outstanding Principal Amount or, in the case of Zero Coupon Covered Bonds, their Amortized Face Amount (as defined in Condition 6.10) or such Early Redemption Amount as may be specified in, or determined in accordance with the provisions of, the Final Terms, together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than 90 days (or, in the case of Floating Rate Covered Bonds a number of days which is equal to the aggregate of the number of days falling within the then current Interest Period plus 60 days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Covered Bonds then due.

The Issuer may not exercise such option in respect of any Covered Bond which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Covered Bond under Condition 6.06.

### ***Call Option***

**6.03** If a Call Option is specified in the Final Terms as being applicable, then the Issuer may, having given the appropriate notice to the Holders in accordance with Condition 14, which Notice shall be irrevocable, and shall specify the date fixed for redemption and subject to such conditions as may be specified in the Final Terms, redeem all or some only of the Covered Bonds of this Series outstanding on any Optional Redemption Date at the Optional Redemption Amount(s) specified in, or determined in the manner specified in the applicable Final Terms together with accrued interest (if any) thereon on the date specified in such notice.

The Issuer may not exercise such option in respect of any Covered Bond which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Covered Bond under Condition 6.06.

**6.04** The appropriate notice referred to in Condition 6.03 is a notice given by the Issuer to the Holders of the Covered Bonds of the relevant Series in accordance with Condition 14, which notice shall be irrevocable and shall specify:

- the Series of Covered Bonds subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of and (except in the case of a Global Covered Bond) the serial numbers of the Covered Bonds of the relevant Series which are to be redeemed;
- the due date for such redemption, which shall be not less than thirty days nor more than 60 days after the date on which such notice is given and which shall be such date or the next of such dates (**“Call Option Date(s)”**) or a day falling within such period (**“Call Option Period”**), as may be specified in the Final Terms and which is, in the case of Covered Bonds which bear interest at a floating rate, a date upon which interest is payable; and
- the Optional Redemption Amount at which such Covered Bonds are to be redeemed.

### **Partial Redemption**

**6.05** If the Covered Bonds are to be redeemed in part only on any date in accordance with Condition 6.03:

- such redemption must be for an amount not less than the Minimum Redemption Amount or not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms;
- in the case of a partial redemption of Bearer Definitive Covered Bonds, the Covered Bonds to be redeemed shall be drawn by lot in such European city as the Issuing and Paying Agent may specify, or identified in such other manner or in such other place as the Issuing and Paying Agent may approve and deem appropriate and fair;
- in the case of a Global Covered Bond, the Covered Bonds to be redeemed shall be selected in accordance with the rules of Euroclear, Clearstream, Luxembourg, DTC, CDS and/or any other relevant clearing system (to be reflected in the records of Euroclear and/or Clearstream, Luxembourg, DTC and/or CDS or such other relevant clearing system as either a pool factor or a reduction in principal amount, at their discretion); and
- in the case of Registered Definitive Covered Bonds, the Covered Bonds shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, provided always that the amount redeemed in respect of each Covered Bond shall be equal to a Specified Denomination,

subject always to compliance with all applicable laws and the requirements of any stock exchange on which the relevant Covered Bonds may be listed.

In the case of the redemption of part only of a Registered Definitive Covered Bond, a new Registered Definitive Covered Bond in respect of the unredeemed balance shall be issued in accordance with Conditions 2.04 to 2.08, which shall apply as in the case of a transfer of Registered Definitive Covered Bonds as if such new Registered Definitive Covered Bond were in respect of the untransferred balance.

### **Put Option**

**6.06** If a Put Option is specified in the Final Terms as being applicable, upon the Holder of any Covered Bond of this Series giving the required notice to the Issuer specified in the applicable Final Terms (which notice shall be irrevocable), the Issuer will, upon expiry of such notice, redeem such Covered Bond subject to and in accordance with the terms specified in the applicable Final Terms in whole (but not in part only) on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in accordance with the provisions of, the applicable Final Terms, together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than 45 days before the Optional Redemption Date where the Covered Bond is a Covered Bond in definitive form held outside Euroclear, Clearstream, Luxembourg, DTC and/or CDS deposit the relevant Covered Bond (together, in the case of a Bearer Definitive Covered Bond that is not a Zero Coupon Covered Bond, with all unmatured Coupons appertaining thereto other than any Coupon maturing on or before the Optional Redemption Date (failing which the provisions of Condition 9.06 apply)) during normal business hours at the specified office of, in the case of a Bearer Covered Bond, any Paying Agent or, in the case of a Registered Covered Bond, the Registrar together with a duly completed early redemption notice ("**Put Notice**") in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar specifying, in the case of a Global Covered Bond, the aggregate principal amount in respect of which such option is exercised (which must be a Specified Denomination specified in the Final Terms). Notwithstanding the foregoing, Covered Bonds represented by a Permanent Global Covered Bond or Global Registered Covered Bond shall be deemed to be deposited with the Paying Agent or the Registrar, as the case may be, for purposes of this Condition 6.06 at the time a Put Notice has been received by the Paying Agent or Registrar, as the case may be, in respect of such Covered Bonds. No Covered Bond so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement).

In the case of the redemption of part only of a Registered Covered Bond, a new Registered Definitive Covered Bond in respect of the unredeemed balance shall be issued in accordance with Conditions 2.04 to 2.08 which shall apply as in the case of a transfer of Registered Definitive Covered Bonds as if such new Registered Definitive Covered Bond were in respect of the untransferred balance.

The Holder of a Covered Bond may not exercise such Put Option in respect of any Covered Bond which is the subject of an exercise by the Issuer of its option to redeem such Covered Bond under either Condition 6.02 or 6.03.

### **Purchase of Covered Bonds**

**6.07** The Issuer or any of its subsidiaries may at any time purchase Covered Bonds in the open market or otherwise and at any price provided that all unmatured Receipts and Coupons appertaining thereto

are purchased therewith. If purchases are made by tender, tenders must be available to all Holders of the relevant Covered Bonds alike.

### ***Cancellation of Redeemed and Purchased Covered Bonds***

**6.08** All unmatured Covered Bonds and Coupons redeemed in accordance with this Condition 6 will be cancelled forthwith and may not be reissued or resold. All unmatured Covered Bonds and Coupons purchased in accordance with Condition 6.07 may be cancelled or may be reissued or resold.

### ***Further Provisions applicable to Final Redemption Amount and Instalment Amounts***

**6.09** The provisions of Condition 5.07 and the last paragraph of Condition 5.08 shall apply to any determination or calculation of the Redemption Amount or any Instalment Amount required by the Final Terms to be made by the Calculation Agent (as defined in Condition 5.09).

References herein to “**Redemption Amount**” shall mean, as appropriate, the Final Redemption Amount, final Instalment Amount, the Optional Redemption Amount, the Early Redemption Amount or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with, the provisions of the applicable Final Terms.

**6.10** The Redemption Amount payable in respect of any Zero Coupon Covered Bond shall be the Amortized Face Amount of such Covered Bond. The “**Amortized Face Amount**” shall be an amount equal to the sum of:

- (a) the Reference Price specified in the Final Terms; and
- (b) the product of the Accrual Yield (compounded annually or otherwise as specified in the Final Terms) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Covered Bond becomes due and repayable.

Where such calculation is to be made for a period which is not a full year, the calculation in respect of the period of less than a full year shall be made on the basis of the Day Count Fraction (as defined in Condition 5.09) specified in the Final Terms.

**6.11** If any Redemption Amount (other than the Final Redemption Amount) of any Zero Coupon Covered Bond is improperly withheld or refused or default is otherwise made in the payment thereof, the Amortized Face Amount shall be calculated as provided in Condition 6.11 but as if references in subparagraph (b) to the date fixed for redemption or the date upon which such Zero Coupon Covered Bond becomes due and repayable were replaced by references to the date (the “**Reference Date**”) which is the earlier of:

- (a) the date on which, upon due presentation or surrender of the relevant Covered Bond (if required), all amounts due have been paid; and
- (b) the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Covered Bonds in accordance with Condition 14 of that circumstance (except to the extent that there is a failure in the subsequent payment thereof to the relevant Holder). The calculation of the Amortized Face Amount in accordance with this sub-paragraph will continue to be made, after as well as before judgment, unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the scheduled Final Redemption Amount of the Covered Bond on the Maturity Date together with interest which may accrue in accordance with Condition 5.10.

### ***Instalment Covered Bonds***

**6.12** Any Instalment Covered Bond will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms.

### ***Index-Linked Redemption Covered Bonds***

**6.13** Provisions relating to the terms of any Index-Linked Redemption Covered Bond, including the redemption thereof, will be set out in the applicable Final Terms.

### ***Other Redemption and Purchase Provisions***

**6.14** Notwithstanding the foregoing:

- (a) the relevant provisions relating to the redemption and purchase of Covered Bonds the terms of which permit the Issuer to pay and/or discharge its obligations with respect to such Covered Bonds by the payment or delivery of securities and/or other property or any combination of cash, securities and/or other property shall be set forth in the applicable Final Terms; and
- (b) any additional redemption events which shall enable the Issuer to redeem the Covered Bonds of any Series shall be set forth in the applicable Final Terms.

### ***Legislative Exchange***

**6.15** Following the coming into force in Canada, at any time after the date of this document, of (i) any legislation similar to covered bond legislation in force in any European Union country, or (ii) any rules, regulations or guidelines published by any governmental authority that provides for bonds issued by Canadian issuers to qualify for the same or similar benefits available to covered bonds issued under covered bonds legislation in force in any European Union country, the Issuer may, at its option and without the consent of the Bond Trustee, the holders of the Covered Bonds, the Receiptholders or the Couponholders, exchange all (but not some only) of the Covered Bonds of all Series then outstanding (the “**Existing Covered Bonds**”) for new Covered Bonds which qualify as covered bonds under such new legislation, rules, regulations or guidelines (the “**New Covered Bonds**”) in identical form, amounts and denominations as the Existing Covered Bonds and on the same economic terms and conditions as the Existing Covered Bonds (the “**Legislative Exchange**”) if not more than 60 nor less than 30 days’ notice to the holders of the Covered Bonds (in accordance with Condition 14) and the Bond Trustee is given and provided that:

- (a) on the date on which such notice expires the Issuer delivers to the Bond Trustee a certificate signed by two senior officers of the Issuer and a certificate signed by a designated officer of the Managing GP of the Guarantor LP confirming that, in the case of the Issuer, no Issuer Event of Default or Potential Issuer Event of Default (as defined below) and, in the case of the Guarantor LP, no Guarantor LP Event of Default or Potential Guarantor LP Event of Default (as defined below), shall have occurred and be continuing;
- (b) each of the Rating Agencies has confirmed in writing that the New Covered Bonds will be assigned the same or better ratings than those then applicable to the Existing Covered Bonds; and
- (c) if the Existing Covered Bonds are listed, quoted and/or traded on or by a competent and/or relevant listing authority, stock exchange and/or quotation system on or before the date on which such notice expires the Issuer delivers to the Bond Trustee a certificate signed by two senior officers of the Issuer confirming that all applicable rules of such competent and/or relevant listing authority, stock exchange and/or quoting system have been or will be complied with.

The Existing Covered Bonds will be cancelled concurrently with the issue of the New Covered Bonds and with effect on and from the date of issue thereof all references herein to Covered Bonds shall be deemed to be references to the New Covered Bonds.

### ***Redemption due to Illegality***

**6.16** The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days’ notice to the Bond Trustee, the Issuing and Paying Agent, the Registrar and, in accordance with Condition 14, all holders of the Covered Bonds (which notice shall be irrevocable), if the Issuer satisfies the Bond Trustee immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Covered Bond of any Series, become unlawful for the Issuer to make, fund or allow to remain outstanding any advance made by it to the Guarantor LP pursuant to the Intercompany Loan Agreement, as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Covered Bonds redeemed pursuant to this Condition 6.16 will be redeemed at their Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Condition 6.16, the Issuer shall deliver to the Issuing and Paying Agent and Bond Trustee a certificate signed by two senior officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Issuing

and Paying Agent and Bond Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all holders of the Covered Bonds, Receiptholders and Couponholders.

## 7. Events of Default

### *Issuer Events of Default*

**7.01** The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds (which for this purpose or the purpose of any Extraordinary Resolution (as defined in the Trust Deed) referred to in this Condition 7.01 means the Covered Bonds of this Series together with the Covered Bonds of any other Series constituted by the Trust Deed) then outstanding as if they were a single Series (with the nominal amount of Covered Bonds not denominated in euros converted into euros at the rate specified in the applicable Final Terms) or if so directed by an Extraordinary Resolution of all the holders of the Covered Bonds shall, (but in the case of the happening of any of the events mentioned in sub-paragraphs (b) to (d) below, only if the Bond Trustee shall have certified in writing to the Issuer and the Guarantor LP that such event is, in its opinion, materially prejudicial to the interests of the holders of the Covered Bonds of any Series) (subject in each case to being indemnified and/or secured to its satisfaction), give notice (an “**Issuer Acceleration Notice**”) in writing to the Issuer that as against the Issuer (but, for the avoidance of doubt, not against the Guarantor LP under the Covered Bond Guarantee) each Covered Bond of each Series is, and each such Covered Bond shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events (each an “**Issuer Event of Default**”) shall occur and be continuing:

- (a) the Issuer fails to pay any principal or interest in respect of the Covered Bonds within 30 days of the due date; or
- (b) the Issuer fails to perform or observe any obligations under the Covered Bonds, Receipts or Coupons of any Series, the Trust Deed or any other Transaction Document to which the Issuer is a party (other than the Dealership Agreement and the Subscription Agreement) but excluding any obligation of the Issuer to comply with the Asset Coverage Test and such failure continues for the period of 30 days (or such longer period as the Bond Trustee may permit) next following the service by the Bond Trustee on the Issuer of notice requiring the same to be remedied (except in circumstances where the Bond Trustee considers such failure to be incapable of remedy in which case no period of continuation will apply and no notice by the Bond Trustee will be required); or
- (c) the Issuer shall have become insolvent or bankrupt, or if a liquidator, receiver or receiver and manager of the Issuer or any other officer having similar powers shall be appointed, or if the Superintendent of Financial Institutions (Canada) shall have taken control of the assets of the Issuer or of the Issuer itself; or
- (d) an Asset Coverage Test Breach Notice has been served and not revoked (in accordance with the terms of the Transaction Documents) on or before the Guarantor LP Payment Date immediately following the next Calculation Date after service of such Asset Coverage Test Breach Notice.

For the purposes of these Terms and Conditions “**Calculation Date**” means the last Business Day of each month.

Upon the Covered Bonds becoming immediately due and repayable against the Issuer pursuant to this Condition 7.01, the Bond Trustee shall forthwith serve a notice to pay (the “**Notice to Pay**”) on the Guarantor LP pursuant to the Covered Bond Guarantee and the Guarantor LP shall be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may or shall take such proceedings against the Issuer in accordance with the first paragraph of Condition 7.03.

The Trust Deed provides that all moneys (the “**Excess Proceeds**”) received by the Bond Trustee from the Issuer or any receiver, liquidator, administrator or other similar official appointed in relation to the Issuer following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay on the Guarantor LP, shall be paid by the Bond Trustee, as soon as practicable after receipt thereof by the Bond Trustee, on behalf of the holders of the Covered Bonds of the relevant Series to the Guarantor LP (or the Cash Manager on its behalf) for the account of the Guarantor LP and shall be held in the Guarantor LP Accounts and the Excess Proceeds shall thereafter form part of the Security granted

pursuant to the Security Agreement and shall be used by the Guarantor LP (or the Cash Manager on its behalf) in the same manner as all other moneys from time to time held by the Cash Manager and/or standing to the credit of the Guarantor LP in the Guarantor LP Accounts. Any Excess Proceeds received by the Bond Trustee shall discharge *pro tanto* the obligations of the Issuer in respect of the payment of the amount of such Excess Proceeds under the Covered Bonds, Receipts and Coupons. However, the obligations of the Guarantor LP under the Covered Bond Guarantee are, following a Covered Bond Guarantee Activation Event, unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds shall not reduce or discharge any of such obligations.

By subscribing for Covered Bonds, each holder of the Covered Bonds shall be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Guarantor LP in the manner as described above.

### **Guarantor LP Events of Default**

**7.02** The Bond Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds (which for this purpose and the purpose of any Extraordinary Resolution referred to in this Condition 7.02 means the Covered Bonds of this Series together with the Covered Bonds of any other Series constituted by the Trust Deed) then outstanding as if they were a single Series (with the nominal amount of Covered Bonds not denominated in euros converted into euros at the rate specified in the applicable Final Terms) or if so directed by an Extraordinary Resolution of all the holders of the Covered Bonds shall (but in the case of the happening of any of the events described in paragraphs (b) to (h) below, only if the Bond Trustee shall have certified in writing to the Issuer and the Guarantor LP that such event is, in its opinion, materially prejudicial to the interests of the holders of the Covered Bonds of any Series) (subject in each case to being indemnified and/or secured to its satisfaction) give notice (the "**Guarantor LP Acceleration Notice**") in writing to the Issuer and to the Guarantor LP, that (x) each Covered Bond of each Series is, and each Covered Bond of each Series shall as against the Issuer (if not already due and repayable against it following an Issuer Event of Default), thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest and (y) all amounts payable by the Guarantor LP under the Covered Bond Guarantee shall thereupon immediately become due and payable at the Guaranteed Amount corresponding to the Early Redemption Amount for each Covered Bond of each Series together with accrued interest, in each case as provided in the Trust Deed and thereafter the Security shall become enforceable if any of the following events (each an "**Guarantor LP Event of Default**") shall occur and be continuing:

- (a) default is made by the Guarantor LP for a period of seven days or more in the payment of any Guaranteed Amounts when Due for Payment in respect of the Covered Bonds of any Series except in the case of the payments of a Guaranteed Amount when Due for Payment under Condition 6.01 where the Guarantor LP shall be required to make payments of Guaranteed Amounts which are Due for Payment on the dates specified therein; or
- (b) if default is made by the Guarantor LP in the performance or observance of any obligation, condition or provision binding on it (other than any obligation for the payment of Guaranteed Amounts in respect of the Covered Bonds of any Series) under the Trust Deed, the Security Agreement or any other Transaction Document (other than the obligation of the Guarantor LP to repay the Demand Loan within 60 days of a demand therefor or an obligation to do so pursuant to the terms of the Intercompany Loan Agreement) to which the Guarantor LP is a party and, except where such default is or the effects of such default are, in the opinion of the Bond Trustee, not capable of remedy when no such continuation and notice as is hereinafter mentioned will be required, such default continues for 30 days (or such longer period as the Bond Trustee may permit) after written notice thereof has been given by the Bond Trustee to the Guarantor LP requiring the same to be remedied; or
- (c) an order is made or an effective resolution passed for the liquidation or winding up of the Guarantor LP; or
- (d) if the Guarantor LP ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- (e) the Guarantor LP shall stop payment or shall be unable, or shall admit inability, to pay its debts generally as they fall due or shall be adjudicated or found bankrupt or insolvent; or
- (f) proceedings are initiated against the Guarantor LP under any applicable liquidation, winding up, insolvency, bankruptcy, composition, reorganization or other similar laws (including, but not limited to, presentation of a petition or the filing of documents with a court or any registrar for its winding-up, administration or dissolution or the giving notice of the intention to appoint an administrator (whether out of court or otherwise); or a receiver and/or manager, administrative receiver, administrator, trustee or other similar official shall be appointed (whether out of court



or otherwise) in relation to the Guarantor LP or in relation to the whole or any part of its assets, or a distress, diligence or execution or other process shall be levied or enforced upon or sued out against the whole or any part of its assets, or if the Guarantor LP shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, winding up, insolvency, bankruptcy, composition, reorganisation or other similar laws or shall make a conveyance or assignment for the benefit of, or shall enter into any composition with, its creditors generally; or

- (g) a failure to satisfy the Amortization Test on any Calculation Date following an Issuer Event of Default; or
- (h) the Covered Bond Guarantee is not, or is claimed by the Guarantor LP not to be, in full force and effect.

Following the occurrence of a Guarantor LP Event of Default and service of a Guarantor LP Acceleration Notice on the Guarantor LP the Bond Trustee may or shall take such proceedings or steps in accordance with the first and second paragraphs, respectively, of Condition 7.03 and the holders of the Covered Bonds shall have a claim against the Guarantor LP, under the Covered Bond Guarantee, for an amount equal to the Early Redemption Amount together with accrued but unpaid interest and any other amount due under the Covered Bonds (other than additional amounts payable under Condition 8) as provided in the Trust Deed in respect of each Covered Bond.

### **Enforcement**

**7.03** The Bond Trustee may at any time, at its discretion and without further notice, take such proceedings against the Issuer and/or the Guarantor LP, as the case may be, and/or any other person as it may think fit to enforce the provisions of the Trust Deed, the Covered Bonds, the Receipts and the Coupons, but it shall not be bound to take any such enforcement proceedings in relation to the Trust Deed, the Covered Bonds, the Receipts or the Coupons or any other Transaction Document unless (i) it shall have been so directed by an Extraordinary Resolution of all the holders of the Covered Bonds of all Series (with the Covered Bonds of all Series taken together as a single Series as described above) or so requested in writing by the holders of not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (taken together and converted into euros at the rate specified in the applicable Final Terms as described above) and (ii) it shall have been indemnified and/or secured to its satisfaction.

The Bond Trustee may at any time, at its discretion and without further notice, take such proceedings against the Guarantor LP and/or any other person as it may think fit to enforce the provisions of the Security Agreement and may, at any time after the Security has become enforceable, take such steps as it may think fit to enforce the Security, but it shall not be bound to take any such steps unless (i) it shall have been so directed by an Extraordinary Resolution of all the holders of the Covered Bonds of all Series (with the Covered Bonds of all Series taken together as a single Series as described above) or a request in writing by the holders of not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series then outstanding (taken together and converted into euros at the rate specified in the applicable Final Terms as described above); and (ii) it shall have been indemnified and/or secured to its satisfaction.

In exercising any of its powers, trusts, authorities and discretions the Bond Trustee shall only have regard to the interests of the holders of the Covered Bonds of all Series and shall not have regard to the interests of any other Secured Creditors.

No holder of the Covered Bonds, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor LP or to take any action with respect to the Trust Deed, the Covered Bonds, the Receipts, the Coupons, or the Security unless the Bond Trustee, having become bound so to proceed, fails so to do within a reasonable time and such failure shall be continuing.

## **8. Taxation**

**8.01** All amounts payable (whether in respect of principal, interest or otherwise) in respect of the Covered Bonds, Receipts and Coupons will be paid free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Canada, any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax or, in the case of Covered Bonds, Receipts or Coupons issued by a branch of the Issuer located outside Canada, the country in which such branch is located or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the interpretation or administration thereof. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Holder after such withholding or

deduction shall equal the respective amounts of principal and interest which would have been received in respect of the Covered Bonds, Receipts or Coupons (as the case may be), in the absence of such withholding or deduction; except that no additional amounts shall be payable with respect to any payment in respect of any Covered Bond, Receipt or Coupon:

- (a) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Covered Bond, Receipt or Coupon by reason of his having some connection with Canada or the country in which such branch is located otherwise than the mere holding of (but not the enforcement of) such Covered Bond, Receipt or Coupon; or
- (b) to, or to a third party on behalf of, a Holder in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of the Holder being a person with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)); or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directives; or
- (d) presented for payment by or on behalf of a Holder who would be able to avoid such withholding or deduction by presenting the relevant Covered Bond, Receipt or Coupon to another Paying Agent in a member state of the European Union; or
- (e) presented for payment more than 30 days after the Relevant Date except to the extent that the Holder thereof would have been entitled to such additional amount on presenting the same for payment on the thirtieth such day; or
- (f) to, or to a third party on behalf of, a Holder who is liable for such taxes, duties, assessments or other governmental charges by reason of such Holder's failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with Canada or the country in which such branch is located of such Holder, if (i) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge and (ii) the Issuer has given Holders at least 30 days' notice that Holders will be required to provide such certification, identification, documentation or other requirement.

**8.02** For the purposes of these Terms and Conditions, the "**Relevant Date**" means, in respect of any Covered Bond, Receipt or Coupon, the date on which payment thereof first become due and payable, or, if the full amount of the moneys payable has not been received by the Issuing and Paying Agent, or as the case may be, the Registrar on or prior to such due date, the date on which, the full amount of such moneys shall have been so received and notice to that effect shall have been duly given to the Holders in accordance with Condition 14.

**8.03** If the Issuer becomes subject generally at any time to any taxing jurisdiction other than or in addition to Canada or the country in which the relevant Branch of Account is located, references in Condition 6.02 and Condition 8.01 to Canada or the country in which the relevant branch is located shall be read and construed as references to Canada or the country in which such branch is located and/or to such other jurisdiction(s).

**8.04** Any reference in these Terms and Conditions to any payment due in respect of the Covered Bonds, Receipts or Coupons shall be deemed to include any additional amounts which may be payable under this Condition 8. Unless the context otherwise requires, any reference in these Terms and Conditions to "**principal**" shall include any premium payable in respect of a Covered Bond, any Instalment Amount or Final Redemption Amount, any Excess Proceeds which may be payable by the Bond Trustee under or in respect of the Covered Bonds and any other amounts in the nature of principal payable pursuant to these Terms and Conditions and "**interest**" shall include all amounts payable pursuant to Condition 5 and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

**8.05** Should any payments made by the Guarantor LP under the Covered Bond Guarantee be made subject to any withholding or deduction for or on account of taxes or duties of whatever nature imposed or levied by or on account of Canada, any province or territory, political sub-division thereof or by any authority or agency therein or thereof having power to tax, the Guarantor LP will not be obliged to pay any additional amounts as a consequence.

## 9. Payments

### ***Payments – Bearer Covered Bonds***

**9.01** Conditions 9.02 to 9.07 are applicable in relation to Bearer Covered Bonds.

**9.02** Payment of amounts (other than interest) due in respect of Bearer Covered Bonds will be made against presentation and (save in the case of partial payment or payment of an Instalment Amount other than the final Instalment Amount) surrender of the relevant Bearer Covered Bonds at the specified office of any of the Paying Agents.

Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Covered Bond which is a Bearer Definitive Covered Bond with Receipts will be made against presentation of the Covered Bond together with the relevant Receipt and surrender of such Receipt.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Covered Bond to which they relate will not represent any obligation of the Issuer. Accordingly, the presentation of a Covered Bond without the relevant Receipt or the presentation of a Receipt without the Covered Bond to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

**9.03** Payment of amounts in respect of interest on Bearer Covered Bonds will be made:

- (a) in the case of a Temporary Global Covered Bond or Permanent Global Covered Bond, against presentation of the relevant Temporary Global Covered Bond or Permanent Global Covered Bond at the specified office of any of the Paying Agents outside (unless Condition 9.04 applies) the United States and, in the case of a Temporary Global Covered Bond, upon due certification as required therein;
- (b) in the case of Bearer Definitive Covered Bonds without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Bearer Definitive Covered Bonds at the specified office of any of the Paying Agents outside (unless Condition 9.04 applies) the United States; and
- (c) in the case of Bearer Definitive Covered Bonds delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on an Interest Payment Date, against presentation of the relevant Bearer Definitive Covered Bonds, in either case at the specified office of any of the Paying Agents outside (unless Condition 9.04 applies) the United States.

**9.04** Notwithstanding the foregoing (and in relation to payments in U.S. dollars only), payments of amounts due in respect of interest on the Bearer Covered Bonds and exchanges of Talons for Coupon sheets in accordance with Condition 9.07 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code and Regulations thereunder) unless (i) payment in full of amounts due in respect of interest on such Covered Bonds when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) such payment or exchange is permitted by applicable United States law. If clauses (i) and (ii) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

**9.05** Unless otherwise specified in the applicable Final Terms, if the due date for payment of any amount due in respect of any Bearer Covered Bond is not a Payment Day (as defined in Condition 9.12), then the Holder thereof will not be entitled to payment thereof until the next day which is a Payment Day and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5.06 or, if appropriate, Condition 5.10.

**9.06** Each Bearer Definitive Covered Bond initially delivered with Coupons, Talons or Receipts attached thereto should be presented and, save in the case of partial payment of the Redemption Amount, surrendered for final redemption together with all unmatured Receipts, Coupons and Talons relating thereto, failing which:

- (a) unless otherwise specified in the applicable Final Terms, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the Redemption Amount paid bears to the Redemption Amount due) relating to Bearer Definitive Covered Bonds that are Fixed Rate Covered Bonds or bear interest in fixed amounts will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within two years of the Relevant Date

applicable to payment of such Redemption Amount (whether or not the Issuer's obligation to make payment in respect of such Coupon would otherwise have ceased under Condition 10);

- (b) unless otherwise specified in the Final Terms, all unmatured Coupons relating to such Bearer Definitive Covered Bonds that are Floating Rate Covered Bonds or that bear interest in variable amounts (whether or not such Coupons are surrendered therewith) shall become void and no payment shall be made thereafter in respect of them;
- (c) in the case of Bearer Definitive Covered Bonds initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
- (d) in the case of Bearer Definitive Covered Bonds initially delivered with Receipts attached thereto, all Receipts relating to such Covered Bonds in respect of a payment of an Instalment Amount which (but for such redemption) would have fallen due on a date after such due date for redemption (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

The provisions of paragraph (a) of this Condition 9.06 notwithstanding, if any Bearer Definitive Covered Bonds should be issued with a Final Maturity Date and Rate or Rates of Interest such that, on the presentation for payment of any such Bearer Definitive Covered Bond without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be deducted would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Bearer Definitive Covered Bond, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Bearer Definitive Covered Bond to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

**9.07** In relation to Bearer Definitive Covered Bonds initially delivered with Talons attached thereto, on or after the Interest Payment Date of the final Coupon comprised in any Coupon sheet, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 9.04 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relevant Coupon sheet matures.

### ***Payments – Registered Covered Bonds***

**9.08** Condition 9.09 is applicable in relation to Registered Covered Bonds.

**9.09** Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Covered Bond (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Covered Bond at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by electronic transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the register of holders of the Registered Covered Bonds maintained by the Registrar (the "**Register**") at the close of business on the third Business Day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a "Designated Account" or (ii) the principal amount of the Covered Bonds held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, "**Designated Account**" means the account (which, in the case of a payment in Japanese Yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a "Designated Bank" and identified as such in the Register and Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the Final Redemption Amount) in respect of each Registered Covered Bond (whether or not in global form) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the Business Day in the city where the specified office of the Registrar is located on the relevant due date to the holder (or the first named of joint holders) of the Registered Covered Bond appearing in the Register at the

close of business on (i) the first Business Day (in relation to Global Covered Bonds); and (ii) the fifteenth day (in relation to Registered Definitive Covered Bonds), whether or not such fifteenth day is a Business Day, before the relevant due date (the “**Record Date**”) at the holder’s address shown in the Register on the Record Date and at the holder’s risk. Upon application of the holder to the specified office of the Registrar not less than three Business Days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Covered Bond, the payment may be made by electronic transfer on the due date in the manner provided in the preceding paragraph. Any such application for electronic transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Covered Bonds which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Covered Bond on redemption and the final instalment of principal will be made in the same manner as payment of the principal in respect of such Registered Covered Bond.

Holders of Registered Covered Bonds will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Covered Bond as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Covered Bonds.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Covered Bond in respect of Covered Bonds denominated in a Specified Currency other than U.S. dollars shall be paid by electronic transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer, the Guarantor LP, the Bond Trustee or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

#### ***Payments – General Provisions***

**9.10** Save as otherwise specified in these Terms and Conditions, Conditions 9.11 to 9.14 are applicable in relation to Bearer Covered Bonds and Registered Covered Bonds.

**9.11** Payments of amounts due (whether principal, interest or otherwise) in respect of Covered Bonds will be made in the currency in which such amount is due (a) by cheque or (b) at the option of the payee, by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee. In the case of Bearer Covered Bonds, if payments are made by transfer, such payments will only be made by transfer to an account maintained by the payee outside of the United States. In no event will payment of amounts due in respect of Bearer Covered Bonds be made by a cheque mailed to an address in the United States. Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws and regulations.

**9.12** For the purposes of these Terms and Conditions, “**Payment Day**” means

- (a) 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 (1) in the case of Covered Bonds in definitive form only, the place of presentation of the relevant Covered Bond or, as the case may be, Coupon and (2) each Financial Centre specified in the applicable Final Terms; and
- (b) either (1) in the case of any currency other than euro, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (if other than the place of presentation and any Financial Centre(s) specified in the Final Terms) and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland respectively or (2) in the case of payment in euro, a day which is a TARGET2 Business Day.

**9.13** No commissions or expenses shall be charged to the Holders of Covered Bonds or Coupons in respect of such payments.

**9.14** Notwithstanding the foregoing, the relevant provisions relating to the payment of Covered Bonds the terms of which permit the Issuer to pay and/or discharge its obligations with respect of such Covered Bonds by the payment or delivery of securities and/or other property or any combination of cash, securities and/or other property shall be set forth in the applicable Final Terms.

## 10. Prescription

**10.01** Subject to applicable law, the Issuer's obligation to pay an amount of principal and interest in respect of Covered Bonds will cease if the Covered Bonds or Coupons, as the case may be, are not presented within two years after the Relevant Date (as defined in Condition 8.02) for payment thereof, or such other length of time as is specified in the Final Terms.

**10.02** In relation to Bearer Definitive Covered Bonds initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void pursuant to Condition 9.06 or this Condition 10 or the maturity date or due date for the payment of which would fall after the due date for the redemption of the relevant Covered Bond, or any Talon maturity date of which would fall after the due date for the redemption of the relevant Covered Bond.

## 11. The Paying Agents, the Registrar, Transfer Agents, the Calculation Agent and the Exchange Agent

**11.01** The initial Paying Agents, the Registrar, the Transfer Agents and the Exchange Agent and their respective initial specified offices are specified below. The Issuer reserves the right, without approval of the Bond Trustee, at any time to vary or terminate the appointment of any Paying Agent (including the Issuing and Paying Agent), any Transfer Agent(s), the Registrar, the Exchange Agent or the Calculation Agent and to appoint additional or other Paying Agents, Transfer Agents or another Registrar, Exchange Agent or Calculation Agent provided that it will at all times maintain (i) an Issuing and Paying Agent, (ii) in the case of Registered Covered Bonds, a Registrar, (iii) following the issuance of Bearer Definitive Covered Bonds, and while any such Bearer Definitive Covered Bonds are outstanding, a Paying Agent (which may be the Issuing and Paying Agent) with a specified office in a continental European city, (iv) a Paying Agent in a member state of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directives, (v) so long as the Covered Bonds are admitted to the Official List and to trading on the London Stock Exchange and/or admitted to listing or trading on any other stock exchange or relevant authority, a Paying Agent (in the case of Bearer Covered Bonds) and a Transfer Agent (in the case of Registered Covered Bonds), which may in either case be the Issuing and Paying Agent, each with a specified office in London and/or in such other place as may be required by the rules of such other stock exchange or other relevant authority, (vi) in the circumstances described in Condition 9.04, a Paying Agent with a specified office in New York City, (vii) a Calculation Agent where required by the Terms and Conditions applicable to any Covered Bonds, and (viii) so long as any of the Registered Global Covered Bonds payable in a Specified Currency other than U.S. dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in the United States (in the case of (i), (ii), (iii) and (vii) with a specified office located in such place (if any) as may be required by the Terms and Conditions). The Agents, the Registrar and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same metropolitan area. Notice of all changes in the identities or specified offices of any Agent, the Registrar or the Calculation Agent will be given promptly by the Issuer to the Holders in accordance with Condition 14.

**11.02** The Agents, the Registrar and the Calculation Agent act solely as agents of the Issuer and, in certain circumstances of the Bond Trustee, and save as provided in the Agency Agreement or any other agreement entered into with respect to its appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Covered Bond, Receipt or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

**11.03** Notwithstanding the foregoing, the Issuing and Paying Agent, on behalf of itself and the other Paying Agents, shall have the right to decline to act as the Paying Agent with respect of any Covered Bonds issued pursuant to the Programme that are payable and/or dischargeable by the Issuer by the payment or delivery of securities and/or other property or any combination of cash, securities and/or property whereupon the Issuer or an affiliate thereof shall either (i) act as Paying Agent or (ii) engage another financial institution to act as Paying Agent in respect of such Covered Bonds. The Final Terms relating to such Covered Bonds shall include the relevant details regarding the applicable Paying Agent.

## 12. Replacement of Covered Bonds

If any Covered Bond, Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent or any Paying Agent (in the case of Bearer Covered Bonds and Coupons) or of the Registrar or any Transfer Agent (in the case of Registered Covered Bonds) (the "**Replacement Agent**"), subject to all applicable laws and the requirements of any stock exchange on which the Covered Bonds are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as

the Issuer and the Replacement Agent may require. Mutilated or defaced Covered Bonds, Receipts and Coupons must be surrendered before replacements will be delivered therefor.

### 13. Meetings of Holders of the Covered Bonds, Modification and Waiver

The Trust Deed contains provisions for convening meetings of the holders of the Covered Bonds to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Trust Deed. The quorum at any such meeting in respect of any Covered Bonds of any Series for passing an Extraordinary Resolution is one or more persons holding or representing not less than a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons being or representing holders of the Covered Bonds whatever the nominal amount of the Covered Bonds of such Series so held or represented, except that at any meeting the business of which includes the modification of any Series Reserved Matter (as defined below), the quorum shall be one or more persons holding or representing not less than two-thirds of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one third of the aggregate Principal Amount Outstanding of the Covered Bonds of such Series for the time being outstanding. An Extraordinary Resolution passed at any meeting of the holders of the Covered Bonds of a Series shall, subject as provided below, be binding on all the holders of the Covered Bonds of such Series, whether or not they are present at the meeting, and on all Receiptholders and Couponholders in respect of such Series of Covered Bonds. Pursuant to the Trust Deed, the Bond Trustee may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Bond Trustee there is no conflict between the holders of such Covered Bonds, in which event the provisions of this paragraph shall apply thereto *mutatis mutandis*.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Bond Trustee to accelerate the Covered Bonds pursuant to Condition 7 or to direct the Bond Trustee to take any enforcement action (a "**Programme Resolution**") shall only be capable of being passed at a single meeting of the holders of the Covered Bonds of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the Guarantor LP or the Bond Trustee or by holders of the Covered Bonds of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing at least a clear majority of the aggregate Principal Amount Outstanding of the Covered Bonds of all Series for the time being outstanding or at any adjourned such meeting one or more persons holding or representing Covered Bonds whatever the nominal amount of the Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the holders of the Covered Bonds of all Series shall be binding on all holders of the Covered Bonds of all Series, whether or not they are present at the meeting, and on all related Receiptholders and Couponholders in respect of such Series of Covered Bonds.

In connection with any meeting of the holders of Covered Bonds of more than one Series the Covered Bonds of any Series not denominated in euros shall be converted into euros at the rate specified in the applicable Final Terms.

The Bond Trustee, the Guarantor LP and the Issuer may also agree, without the consent of the holders of the Covered Bonds, Receiptholders or Couponholders of any Series and without the consent of the other Secured Creditors (and for this purpose the Bond Trustee may disregard whether any such modification relates to a Series Reserved Matter), to:

- (a) any modification of the Covered Bonds of one or more Series, the related Receipts and/or Coupons or any Transaction Document provided that in the opinion of the Bond Trustee such modification is not materially prejudicial to the interests of any of the holders of the Covered Bonds of any Series; or
- (b) any modification of the Covered Bonds of any one or more Series, the related Receipts and/or Coupons or any Transaction Document which is of a formal, minor or technical nature or is in the opinion of the Bond Trustee made to correct a manifest or proven error or to comply with mandatory provisions of law.

The Bond Trustee may also agree, without the consent of the holders of the Covered Bonds of any Series, the related Receiptholders and/or Couponholders, to the waiver or authorization of any breach or proposed breach of any of the provisions of the Covered Bonds of any Series, or determine, without any such consent as described above, that any Issuer Event of Default or Guarantor LP Event of Default or Potential Issuer Event of Default or Potential Guarantor LP Event of Default shall not be treated as such, provided that, in any such case, it is not, in the opinion of the Bond Trustee, materially prejudicial to the interests of any of the holders of the Covered Bonds of any Series.

Any such modification, waiver, authorization or determination shall be binding on all holders of the Covered Bonds of all Series of Covered Bonds for the time being outstanding, the related Receiptholders

and the Couponholders and the other Secured Creditors, and unless the Bond Trustee otherwise agree, any such modification shall be notified by the Issuer to the holders of the Covered Bonds of all Series of Covered Bonds for the time being outstanding and the other Secured Creditors in accordance with the relevant terms and conditions as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorization or determination), the Bond Trustee shall have regard to the general interests of the holders of the Covered Bonds of each Series as a class (but shall not have regard to any interests arising from circumstances particular to individual holders of the Covered Bonds, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual holders of the Covered Bonds, the related Receiptholders, Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Bond Trustee shall not be entitled to require, nor shall any holder of the Covered Bonds, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantor LP, the Bond Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual holders of the Covered Bonds, Receiptholders and/or Couponholders, except to the extent already provided for in Condition 8 and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 8 pursuant to the Trust Deed.

For the purposes of these Terms and Conditions:

**“Potential Issuer Event of Default”** means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Issuer Event of Default;

**“Potential Guarantor LP Event of Default”** means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute a Guarantor LP Event of Default; and

**“Series Reserved Matter”** in relation to Covered Bonds of a Series means: (i) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds; (ii) subject to any applicable redenomination provisions specified in the applicable Final Terms, alteration of the currency in which payments under the Covered Bonds, Receipts and Coupons are to be made; (iii) alteration of the majority required to pass an Extraordinary Resolution; (iv) any amendment to the Covered Bond Guarantee or the Security Agreement (except in a manner determined by the Bond Trustee not to be materially prejudicial to the interests of the holders of the Covered Bonds of any Series); (v) except in accordance with Condition 6.15 or Condition 13, the sanctioning of any such scheme or proposal for the exchange or sale of the Covered Bonds for or the conversion of the Covered Bonds into, or the cancellation of the Covered Bonds in consideration of, shares, stock, covered bonds, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, bonds, covered bonds, debentures, debenture stock and/or other obligations and/or securities as described above and partly for or into or in consideration of cash and for the appointment of some person with power on behalf of the holders of the Covered Bonds to execute an instrument of transfer of the Registered Covered Bonds held by them in favour of the persons with or to whom the Covered Bonds are to be exchanged or sold respectively; and (vi) alteration of specific sections of the Trust Deed relating to quorum and procedure for meetings of holders of Covered Bonds.

## 14. Notices

### ***To Holders of Bearer Definitive Covered Bonds***

**14.01** Notices to Holders of Bearer Definitive Covered Bonds will be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*). The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Covered Bonds are listed. Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Covered Bonds in accordance with this Condition.



### ***To Holders of Registered Definitive Covered Bonds***

**14.02** Notices to Holders of Registered Definitive Covered Bonds, save where another means of effective communication has been specified herein or in the Final Terms, will be deemed to be validly given if sent by first class mail (or equivalent) or, if posted to an overseas address, by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day. The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Covered Bonds are listed.

### ***To Issuer***

**14.03** Notices to be given by any holder of Covered Bonds shall be in writing and given by lodging the same, together with the relevant Covered Bond or Covered Bonds, with the Issuing and Paying Agent or the Registrar, as the case may be. While any of the Covered Bonds are represented by a Global Covered Bond, such notice may be given by any accountholder to the Issuing and Paying Agent through Euroclear and/or Clearstream, as the case may be, in such manner as the Issuing and Paying Agent or the Registrar and Euroclear and/or Clearstream, as the case may be, may approve for this purpose.

### ***Global Covered Bonds***

**14.04** So long as the Covered Bonds are represented in their entirety by any Global Covered Bonds held on behalf of DTC, CDS, Euroclear and/or Clearstream, Luxembourg, there may be substituted for publication in newspaper(s) (in accordance with Condition 14.01) the delivery of the relevant notice to DTC, CDS, Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Covered Bonds and, in addition, for so long as any Covered Bonds are listed on a stock exchange or admitted to listing by any other relevant authority and the rules of the stock exchange, or as the case may be, other relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by that stock exchange or, as the case may be, or any other relevant authority. Any such notice shall be deemed to have been given to the holders of the Covered Bonds on the day on which the said notice was given to DTC, CDS, Euroclear and/or Clearstream, Luxembourg.

## **15. Further Issues**

The Issuer may from time to time, without the consent of the Holders of any Covered Bonds or Coupons, create and issue further Covered Bonds having the same terms and conditions as such Covered Bonds in all respects (or in all respects except for the first payment of interest, if any, on them and/or the Specified Denomination thereof) so as to form a single series with the Covered Bonds of any particular Series.

## **16. Currency Indemnity**

The currency in which the Covered Bonds are denominated or, if different, payable, as specified in the Final Terms (the “**Contractual Currency**”), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Covered Bonds, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction or otherwise) by any Holder of a Covered Bond or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first day on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Covered Bond or Coupon in respect of such Covered Bond or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Covered Bond or Coupon and shall continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Covered Bonds or any judgement or order. Any such loss shall be deemed to constitute a loss suffered by the relevant Holder of a Covered Bond or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

## 17. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the Holder of any Covered Bond, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

## 18. Branch of Account

**18.01** For the purposes of the *Bank Act* (Canada) the branch of the Bank set out in the applicable Final Terms shall be the branch of account (the “**Branch of Account**”) for the deposits evidenced by this Covered Bond. If not specified in the applicable Final Terms, the Branch of Account will be the main branch of the Bank in Toronto.

**18.02** This Covered Bond will be paid without the necessity of first being presented for payment at the Branch of Account.

**18.03** If the Branch of Account is not in Canada, the Bank may change the Branch of Account for the deposits evidenced by this Covered Bond, upon not less than seven days’ prior notice to its Holder given in accordance with Condition 14 and upon and subject to the following terms and conditions:

- (a) if this Covered Bond is denominated in Yen, the Branch of Account shall not be in Japan;
- (b) the Issuer shall indemnify and hold harmless the Holders of the Covered Bonds, Coupons and Receipts relating thereto against any tax, duty, assessment or governmental charge which is imposed or levied upon such Holder as a consequence of such change, and shall pay the reasonable costs and expenses of the Issuing and Paying Agent in connection with such change; and
- (c) notwithstanding (b) above, no change of the Branch of Account may be made unless immediately after giving effect to such change (a) no Issuer Event of Default, Guarantor LP Event of Default, Potential Issuer Event of Default or Potential Guarantor LP Event of Default shall have occurred and be continuing and (b) payments of principal, interest or other amounts on Covered Bonds of this Series, Coupons and Receipts relating thereto to Holders thereof (other than Excluded Holders, as hereinafter defined) shall not, in the opinion of counsel to the Issuer, be subject to any taxes, as hereinafter defined, to which they would not have been subject had such change not taken place. For the purposes of this section, an “**Excluded Holder**” means a Holder of a Covered Bond of this Series, Coupons or Receipts relating thereto who is subject to taxes by reason of its having some connection with the Relevant Jurisdiction other than the mere holding of a Covered Bond of this Series, Coupons or Receipts as a non-resident of such Relevant Jurisdiction. “**Relevant Jurisdiction**” means Canada, its provinces or territories and the jurisdiction in which the new Branch of Account is located, and “**taxes**” means any tax, duty, assessment or other governmental charge imposed or levied in respect of the payment of the principal of the Covered Bonds of this Series or interest thereon for or on behalf of a Relevant Jurisdiction or any authority therein or thereof having power to tax.

## 19. Substitution

Subject as provided in the Trust Deed, the Bond Trustee, if it is satisfied that to do so would not be materially prejudicial to the interests of the holders of the Covered Bonds, may agree, without the consent of the holders of the Covered Bonds, Receiptholders or Couponholders, to the substitution of a Subsidiary of the Issuer in place of the Issuer as principal debtor under the Covered Bonds and the Trust Deed, provided that the obligations of such Subsidiary in respect of the Covered Bonds and the Trust Deed shall be guaranteed by the Issuer in such form as the Bond Trustee may require.

Any substitution pursuant to this Condition 19 shall be binding on the holders of the Covered Bonds, the Receiptholders and the Couponholders and, unless the Bond Trustee agrees otherwise, shall be notified to the holders of the Covered Bonds as soon as practicable thereafter in accordance with Condition 14.

It shall be a condition of any substitution pursuant to this Condition 19 that the Covered Bond Guarantee shall remain in place or be modified to apply *mutatis mutandis* and continue in full force and effect in relation to any Subsidiary of the Issuer which is proposed to be substituted for the Issuer as principal debtor under the Covered Bonds and the Trust Deed.

## **20. Rating Agency Confirmation**

If Rating Agency Confirmation or some other response by a Rating Agency is a condition to any action or step under any Transaction Document or is otherwise required and a written request for such Rating Agency Confirmation or response is delivered to that Rating Agency by any of the Issuer, the Guarantor LP and/or the Bond Trustee, as applicable (each a “**Requesting Party**”), and the Rating Agency indicates that it does not consider such confirmation or response necessary in the circumstances the Requesting Party shall be entitled to treat such indication as deemed Rating Agency Confirmation or consent, as applicable, to the action or step. For the purposes of this Condition 20 “**Rating Agency Confirmation**” means with respect to any relevant event or matter confirmation in writing from the Rating Agencies that the then current ratings of the Covered Bonds by the Rating Agencies will not be adversely affected by or withdrawn as a result of the occurrence of such event or matter.

## **21. Indemnification of Bond Trustee and Bond Trustee contracting with the Issuer and/or the Guarantor LP**

If, in connection with the exercise of its powers, trusts, authorities or discretions the Bond Trustee is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Bond Trustee shall not exercise such power, trust, authority or discretion without the approval by Extraordinary Resolution of such holders of the relevant Series of Covered Bonds then outstanding or by a direction in writing of such holders of the Covered Bonds of at least 25 per cent. of the Principal Amount Outstanding of Covered Bonds of the relevant Series then outstanding.

The Trust Deed and the Security Agreement contain provisions for the indemnification of the Bond Trustee and for relief from responsibility, including provisions relieving the Bond Trustee from taking any action unless indemnified and/or secured to the satisfaction of the Bond Trustee.

The Trust Deed and the Security Agreement also contain provisions pursuant to which the Bond Trustee is entitled, among other things: (i) to enter into business transactions with the Issuer, the Guarantor LP and/or any of their respective Subsidiaries and affiliates and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantor LP and/or any of their respective Subsidiaries and affiliates; (ii) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the holders of the Covered Bonds, Receiptholders or Couponholders or the other Secured Creditors; and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Bond Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Loans or Related Security, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Bond Trustee. The Bond Trustee will not be responsible for: (i) supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and the Bond Trustee will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents; (iii) monitoring the Covered Bond Portfolio, including, without limitation, whether the Covered Bond Portfolio is in compliance with the Asset Coverage Test or the Amortization Test; or (iv) monitoring whether Loans and their Related Security satisfy the Eligibility Criteria. The Bond Trustee will not be liable to any holder of the Covered Bonds or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by reasonable and prudent institutional mortgage lenders in the Seller’s market in relation to the Security and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the Security and the Transaction Documents.

## **22. Law and Jurisdiction**

The Trust Deed, Agency Agreement, the Covered Bonds and Receipts, Coupons and Talons related thereto and the other Transaction Documents, except as specified therein, are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **USE OF PROCEEDS**

Except as otherwise set out in the applicable Final Terms, the net proceeds of the issue of each Tranche of Covered Bonds will be added to the general funds of the Issuer.

## PRO FORMA FINAL TERMS

*(Set out below is the form of Final Terms which will be completed for each Tranche of Covered Bonds issued under the Programme, with the exception of N Covered Bonds and as otherwise agreed by the Issuer, the Guarantor LP, the relevant Dealer(s) or Covered Bondholder(s) and the Bond Trustee)*

Final Terms dated [ ]

[Logo]

**ROYAL BANK OF CANADA**  
*(a Canadian chartered bank)*

Issue of [**Aggregate Principal Amount of Tranche**] [**Title of Covered Bonds**]  
under the

**€15,000,000,000**

**Global Covered Bond Programme**  
**unconditionally and irrevocably guaranteed as to payments by**  
**RBC COVERED BOND GUARANTOR**  
**LIMITED PARTNERSHIP**  
*(a limited partnership formed under the laws of Ontario)*

### [Notice Regarding Offers in the EEA]

The Prospectus referred to below (as contemplated by these Final Terms) has been prepared on the basis of any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in that Relevant Member State of the Covered Bonds may only do so in circumstances in which no obligation arises for 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, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorized, nor do they authorize, the making of any offer of Covered Bonds in any other circumstances.]<sup>3</sup>

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Prospectus dated [ ] [and the supplemental Prospectus[es] dated [ ]<sup>4</sup>] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus[es] [as so supplemented]. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Prospectus. [The Prospectus [and the supplemental Prospectus[es]], together with all documents incorporated by reference therein, [is] [are] available for viewing on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name Royal Bank of Canada and the headline “Publication of Prospectus” and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, 71 Queen Victoria Street, London, EC4V 4DE, England.

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Prospectus] dated [original date] [and the supplemental Prospectus[es] dated [

<sup>3</sup> Include this legend where the minimum denomination is less than €100,000.

<sup>4</sup> Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all future issues under the Programme.

]<sup>5</sup>. This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “**Prospectus Directive**”) and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [ ]<sup>6</sup>], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Prospectus] dated [original date] [and the supplemental Prospectus dated [ ]] and are attached hereto. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Prospectus dated [original date] and the Prospectus dated [current date] [and the supplemental Prospectus[es] dated [ ] and [ ]]. The [Prospectuses] [and the supplemental Prospectus[es]] are available for viewing and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, 71 Queen Victoria Street, London, EC4V 4DE, England.

[Include whichever of the following apply or specify as “*Not Applicable*” (N/A). Note that the numbering should remain as set out below, even if “*Not Applicable*” is indicated for individual paragraphs or subparagraphs. *Italics denote guidance for completing the Final Terms.*]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “*significant new factors*” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive. If so, to avoid rescission rights applicable to a supplement, one can do a Stand-Alone Prospectus incorporating by reference the Registration and Securities Note elements of the Prospectus and including the Final Terms (but renamed Pricing Supplement) and specific Risk Factors (if any) and a Summary.]

1. (i) Issuer: Royal Bank of Canada  
Branch: [Main Toronto Branch located at the Executive Offices at the address indicated at the back of the Prospectus] [London Branch]
- (ii) Guarantor LP: RBC Covered Bond Guarantor Limited Partnership
2. [(i)] Series Number: [ ]  
[(ii)] Tranche Number: [ ]  
*(If fungible with an existing Series, details of that Series, including the date on which the Covered Bonds become fungible).]*
3. Specified Currency or Currencies: [ ]  
(Condition 1.10)
4. Aggregate Principal Amount [of Covered Bonds admitted to trading]<sup>7</sup>: [ ]  
[(i)] Series: [ ]  
[(ii)] Tranche: [ ]
5. Issue Price: [ ] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date] ( if applicable)]
6. (a) Specified Denominations: [ ]  
(Condition 1.08 or 1.09) *[If an issue of Covered Bonds is (i) NOT admitted to trading on a regulated exchange in the European Economic Area; and (ii) only offered to qualified investors and/or fewer than 100 natural or legal persons per Member State of the European Economic Area other than qualified investors or otherwise complies with the European Economic Area selling restrictions in the section entitled “Subscription and Sale” in the Prospectus, then the minimum denomination of €100,000 does not apply.]*  
*[N.B. – where Bearer Covered Bonds with multiple denominations are being used, the following sample wording should be followed:*  
[ ] [and integral multiples of [ ] in excess thereof up to and including [ ]. No Covered Bonds in definitive form will be issued with a denomination above [ ].]

<sup>5</sup> Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all future issues under the Programme.

<sup>6</sup> Only include details of a supplemental Prospectus in which the Conditions have been amended for the purposes of all future issues under the Programme.

<sup>7</sup> Add for an issue of Covered Bonds to be admitted to trading on the PSM.

*(N.B. If Item 24 indicates that a Bearer Global Covered Bond is exchangeable for Bearer Definitive Covered Bonds at the option of a Holder, the Specified Denominations may not include integral multiples of a lesser amount in excess of a minimum Specified Denomination.)*

[So long as the Covered Bonds are represented by a Temporary Global Covered Bond or Permanent Global Covered Bond and the relevant clearing system(s) so permit, the Covered Bonds will be tradable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and higher integral multiples of [ ], notwithstanding that no definitive Covered Bonds will be issued with a denomination above [ ]].

- (b) Calculation Amount: *[If only one Specified Denomination and no integral multiples in excess thereof, insert the Specified Denomination. If there is more than one Specified Denomination, and no integral multiples in excess thereof, insert the highest common factor of the Specified Denominations. If there are integral multiples in excess of the Specified Denomination(s), insert the highest common factor of the integral multiples and the Specified Denomination(s).] [Note – there must be a common factor in the case of two or more Specified Denominations or integral multiples in excess of the Specified Denomination(s).]*
7. (i) Issue Date: [ ]  
(ii) Interest Commencement Date [Specify/Issue Date /Not Applicable]
8. (i) Final Maturity Date: *[specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year]*  
(ii) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: *[specify date [one year] after the Final Maturity Date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month [one year] of the Final Maturity Date]*
9. Interest Basis: [[ ] per cent. Fixed Rate]  
[[LIBOR/EURIBOR/Other (specify reference rate) [ ] per cent. Floating Rate]  
[Zero Coupon]  
[Index Linked Interest]  
[Other (specify)]  
(further particulars specified below)
10. Redemption/Payment Basis:<sup>8</sup> [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency]  
[Instalment]  
[Other (specify)]
11. Change of Interest of Redemption/Payment Basis: *[Specify details of any provision for convertibility of Covered Bonds into another interest or redemption/ payment basis]*
12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[(further particulars specified below)]
13. (i) Status of the Covered Bonds: Senior

<sup>8</sup> If the Final Redemption Amount is other than 100% of the principal value the Covered Bonds will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

- (ii) Status of the Guarantee: Senior secured with recourse limited to the assets of Guarantor LP
- (iii) [Date [Board] approval for issuance of Covered Bonds obtained: [ ] [and [ ] , respectively]]  
*(N.B Only relevant where Board (or similar) authorization is required for the particular tranche of Covered Bonds or the related Covered Bond Guarantee)*
14. Method of distribution: [Syndicated/Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. **Fixed Rate Covered Bond Provisions** (Condition 5.02) [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]  
*(NB: if an Extended Due for Payment Date is specified, interest following the Due for Payment Date will continue to accrue and be payable on any unpaid amount at a Rate of Interest determined in accordance with Condition 5.03.)*
- (ii) Interest Payment Date(s): [ ] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"/]not adjusted] up to and including the [Final Maturity Date] [Extended Due for Payment Date, if applicable]/[specify other] (provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly)  
*(N.B. This will need to be amended in the case of long or short Coupons.)*
- (iii) Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- (iv) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [on/or] [ ]  
*[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]]*
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)/other]
- (vi) Determination Dates: [ ] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: [Not Applicable/give details]
16. **Floating Rate Covered Bond Provisions** (Condition 5.03) [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): [ ]
- (ii) Specified Interest Payment Dates: [ ] (provided however that after the Extension Determination Date, the Specified Interest Payment Date shall be monthly)  
*NB: Specify the Specified Period(s)/Specified Interest Payment Date(s) up to and including the Extended Due for Payment Date, if applicable*
- (iii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
- (iv) Business Centre(s): [ ]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (give details)]



- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Issuing and Paying Agent):
- (vii) Screen Rate Determination:
- Reference Rate:   
*(Either LIBOR, EURIBOR or other, although additional information is required if other, including fallback provisions)*
  - Interest Determination Date(s):   
*(Second London Business Day prior to start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to start of each Interest Period if EURIBOR or euro LIBOR.)*  
*NB: Specify the Interest Determination Date(s) up to and including the Extended Due for Payment Date, if applicable*
  - Relevant Screen Page:   
*(In the case of EURIBOR, if not Reuters EURIBOR01, ensure it is on page which shows a composite rate or amend fallback provisions appropriately.)*
  - Relevant Time:
  - Reference Banks:
- (viii) ISDA Determination: Issuer is [Fixed Rate/Fixed Amount/Floating Rate/Floating Amount] Payer
- Floating Rate Option:
  - Designated Maturity:
  - Reset Date:
- (ix) Margin(s):  per cent. per annum
- (x) Minimum Rate of Interest: (Condition 5.05)  per cent. per annum
- (xi) Maximum Rate of Interest: (Condition 5.05)  per cent. per annum
- (xii) Day Count Fraction:
- (xiii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds, if different from those set out in the Conditions:
17. **Zero Coupon Covered Bond**  [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield:  per cent. per annum
  - (ii) Reference Price:
  - (iii) Any other formula/basis of determining amount payable:

18. **Index-Linked Interest Covered Bond/other variable-linked interest Covered Bond Provisions<sup>9</sup>** [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula/other variable: [give or annex details]
- (ii) Name and address of the party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) due (if not the Issuing and Paying Agent): [ ]
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [ ]
- (iv) Determination Date(s): [ ]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [ ]
- (vi) Interest or accrual period(s): [ ]
- (vii) Specified Interest Payment Dates: [ ]
- (viii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (ix) Business Centre(s): [ ]
- (x) Minimum Rate/Amount of Interest: [ ] per cent. per annum
- (xi) Maximum Rate/Amount of Interest: [ ] per cent. per annum
- (xii) Day Count Fraction: [ ]
- (xiii) Other terms or special conditions<sup>10</sup>: [ ]
19. **Dual Currency Covered Bond Provisions** [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Name and address of the party, if any, responsible for calculating the principal and/or interest due (if not the Issuing and paying Agent): [ ]

<sup>9</sup> If any interest payable on a Covered Bond, or any portion of the Aggregate Principal Amount in excess of the Issue Price, is to be calculated by reference to an index or formula or any Covered Bond is issued as partly paid, such interest or principal, as the case may be, may be subject to Canadian non-resident withholding tax and additional opinions from Canadian tax counsel may be required.

<sup>10</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Covered Bonds sold in Canada.

- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [ ]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [ ]

#### PROVISIONS RELATING TO REDEMPTION

20. **Call Option** [Applicable/Not Applicable]  
(Condition 6.03) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
  - (ii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
  - (iii) If redeemable in part:
    - (a) Minimum Redemption Amount: [ ] per Calculation Amount
    - (b) Maximum Redemption Amount: [ ] per Calculation Amount
  - (iv) Notice period:<sup>11</sup> [ ]
21. **Put Option** [Applicable/Not Applicable]  
(Condition 6.06) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
  - (ii) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [ ] per Calculation Amount
  - (iii) Notice period:<sup>12</sup> [ ]
22. **Final Redemption Amount of each Covered Bond** [ ] [per Calculation Amount/other/see Appendix]  
In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: *[give or annex details]*
  - (ii) Name and address of the party responsible for calculating the Final Redemption Amount: [ ] *[include name and address of Calculation Agent]*
  - (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [ ]

<sup>11</sup> If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its fiscal agent or any trustee.

<sup>12</sup> If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its fiscal agent or any trustee.

- (iv) Determination Date(s):  [ ]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:  [ ] per Calculation Amount
- (vi) Payment Date:  [ ]
- (vii) Minimum Final Redemption Amount:  [ ] per Calculation Amount
- (viii) Maximum Final Redemption Amount:  [ ] per Calculation Amount
23. **Early Redemption Amount**  
 Early Redemption Amount(s) payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor LP Event of Default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):  [ ] per Calculation Amount/other/see Appendix *[If effective date for changes in law triggering redemption for taxation reasons is not Issue Date, indicate effective date.]*

**GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS**

24. Form of the Covered Bonds:  [Bearer Covered Bonds:]  
 [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds on  [ ] days' notice/at any time/only after an Exchange Event]  
 [Temporary Global Covered Bond exchangeable for Bearer Definitive Covered Bonds [and/or Registered Definitive Covered Bonds] on  [ ] days' notice]  
 [Permanent Global Covered Bond exchangeable for Bearer Definitive Covered Bonds on  [ ] days' notice/at any time/only after an Exchange Event]  
 [Registered Covered Bonds:]  
 Regulation S Global Covered Bond (U.S.\$ [ ] nominal amount) registered in the name of a nominee for [DTC / CDS / a common depository for Euroclear and Clearstream, Luxembourg] and exchangeable on  [ ] days' notice / at any time / only after an Exchange Event / Rule 144A Global Covered Bond (U.S.\$ [ ] nominal amount) registered in the name of a nominee for [DTC / CDS / a common depository for Euroclear and Clearstream, Luxembourg] and exchangeable on  [ ] days' notice / at any time / only after an Exchange Event *(specify nominal amounts)*  
 [Other:]
25. New Global Covered Bond:  [Yes]  [No]  
*(If the Covered Bonds are intended to be eligible collateral for Eurosystem monetary policy and intra-day credit operations, the New Global Covered Bond should be used. The New Global Covered Bond should only be used if it is intended that the Covered Bonds be held in a manner which would allow Eurosystem eligibility and a "yes" election is made in the section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".)*

26. Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iv) and 18(ix) relate]
27. Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature): [Yes/No. If yes, give details]  
(Condition 1.06)
28. Details relating to Instalment Covered Bonds: amount of each instalment (“**Instalment Amounts**”), date on which each payment is to be made (“**Instalment Dates**”): [Not Applicable/give details]
29. Redenomination provisions: [Not Applicable/The provisions annexed hereto apply]
30. Consolidation provisions: [Not Applicable/The provisions annexed hereto apply]
31. Rate for Conversion into Euro: [Specify/Not Applicable]  
(Conditions 7.10, 7.03 and 13)
32. Covered Bond Swap Rate: [Specify/Not Applicable]
33. Other final terms: [Not Applicable/give details]  
[When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]  
[Include Notice provisions other than those found in Condition 14.]  
[Include additional Events of Default (Condition 7.01) and any Default Rate (Condition 5.06)]

## DISTRIBUTION

34. (i) If syndicated, names of Managers: [Not Applicable/give names]  
[(ii)] Stabilising Manager(s) (if any): [Not Applicable/give name]
35. If non-syndicated, name of Dealer: [Not Applicable/give name]
36. U.S. Selling Restrictions: [Regulation S compliance Category 2;] [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Rule 144A eligible]
37. Additional selling restrictions: [Not Applicable/give details]  
[The Covered Bonds may not be offered, sold or distributed, directly or indirectly, in Canada or to or for the benefit of, any resident in [ ]]<sup>13</sup>
38. Additional United States Tax Considerations: [Not Applicable/give details]
39. Exchange Date: [ ] / Not Applicable.
40. The Aggregate Principal Amount of the Covered Bonds issued has been translated into euros at the rate of €1.00 = [ ], producing a sum of: [€] [Not Applicable]

## [PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for the issue [and] [the admission to [the Official List of [specify stock exchange] and to] trading on [specify relevant regulated market] of the Covered Bonds described herein pursuant to the €15,000,000,000 Global Covered Bond Programme of Royal Bank of Canada.]

<sup>13</sup> Consider including this prohibition/certification, among others for Covered Bonds permitting physical settlement of securities.

**RESPONSIBILITY**

The Issuer and the Guarantor LP accept responsibility for the information contained in these Final Terms. *[Specify relevant third party information]* has been extracted from *[specify source]*. The Issuer and the Guarantor LP confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

Signed on behalf of the Managing GP for and on behalf of the Guarantor LP:

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

## PART B – OTHER INFORMATION<sup>14</sup>

### 1. LISTING

- (i) Listing / Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the UK Listing Authority / Luxembourg Stock Exchange / other] and to trading on with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the UK Listing Authority / Luxembourg Stock Exchange / other] and to trading on [the Market / PSM / other] with effect from [ ].] [Not Applicable.]  
(Where documenting a fungible issue need to indicate that original Covered Bonds are already admitted to trading.)
- [(ii) Estimate of total expenses related to admission to trading: [ ]]

### 2. RATINGS

Ratings: The Covered Bonds to be issued have been rated:  
[S&P: AAA]  
[Moody's: Aaa]  
[Fitch: AAA]  
[DBRS: AAA]  
[[Other]: [ ]]

[[insert credit rating agency] is established in the European Union and has applied for registration under Regulation (EC) No. 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[insert credit rating agency] is not established in the European Union but a European Union affiliate has applied for registration under Regulation (EC) No. 1060/2009 indicating an intention to endorse its ratings, although notification of the corresponding registration decision (including its ability to endorse [insert credit rating agency]'s ratings) has not yet been provided by the relevant competent authority.]

[[insert credit rating agency] is established in the European Union and registered under Regulation (EC) No. 1060/2009.]

[[insert credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009.]

(The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

### 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in [“Subscription and Sale and Transfer and Selling Restrictions”], so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer.”]

<sup>14</sup> If an issue of Covered Bonds is (i) NOT admitted to trading on regulated market in the EEA or the PSM and (ii) only offered in the EEA in circumstances where a prospectus is not required under the Prospectus Directive, the Issuer may elect to amend and/or delete certain of the above paragraphs of Part B.

[When adding any other description, consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]

#### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- [(i) Reasons for the offer: [ ]  
(See “Use of Proceeds” wording in Prospectus – if reasons for offer different from that set out in the Prospectus will need to include those reasons here.)]
- [(ii) Estimated net proceeds: [ ]  
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)]
- [(iii) Estimated total expenses: [ ]  
[N.B.: If the Covered Bonds are derivative securities to which Annex XII of the Prospectus Directive Regulation applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks regardless of the minimum denomination of the securities and where this is the case disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.]

#### 5. FIXED RATE COVERED BONDS ONLY – YIELD

- Indication of yield: [ ]  
[The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. ]

#### 6. [INDEX-LINKED OR OTHER VARIABLE-LINKED COVERED BONDS ONLY – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, AND OTHER INFORMATION CONCERNING THE UNDERLYING

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]*

*[When completing this paragraph, consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

The Issuer [intends to provide post-issuance information on [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

[Identify source of all third party information.]

#### 7. [DUAL CURRENCY COVERED BONDS ONLY – PERFORMANCE OF RATE[S] OF EXCHANGE

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained .*

*[When adding any other description, consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

[Identify source of all third party information.]



8. OPERATIONAL INFORMATION

- (i) ISIN Code:
- (ii) Common Code:
- (iii) *[insert here any other relevant codes such as CUSIP and CINS codes]*:
- (iv) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking Société Anonyme, DTC, CDS, their addresses and the relevant identification number(s):  [Not Applicable/give name(s), address(es) and number(s)]
- (v) Delivery:  Delivery [against/free of] payment
- (vi) Name(s) and address(es) of initial Paying Agent(s), Registrar(s), Exchange Agent and Transfer Agents:
- (vii) Name(s) and address(es) of additional Paying Agent(s) or Transfer Agent(s):
- (viii) Intended to be held in a manner which would allow Eurosystem eligibility:  [Yes]  [No]  
 [Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as Common Safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as Common Safekeeper, that are held under the New Safekeeping Structure for registered global securities] *[include this text for Registered Global Covered Bonds which are held under the NSS]* and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] *[Include this text if “yes” is selected in which case Bearer Covered Bonds must be issued in NGCB form]*

The following is the Form of N Covered Bond (with the N Covered Bond Conditions attached as Schedule One and the Form of N Covered Bond Assignment Agreement attached as Schedule Two) and the Form of N Covered Bond Agreement. For each issue an N Covered Bond and an N Covered Bond Agreement relating to such N Covered Bond shall be prepared and executed substantially in the forms reproduced below:

**FORM OF N COVERED BOND (NAMENSSCHULDVERSCHREIBUNG)  
N COVERED BOND (NAMENSSCHULDVERSCHREIBUNG)**

THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

**ROYAL BANK OF CANADA**  
*(a Canadian Chartered Bank)*

**SERIES [ ] N COVERED BOND (NAMENSSCHULDVERSCHREIBUNG)**

[insert currency and principal amount]  
(in words: [ ])

**Issue Date:** [insert date]

**Final Maturity Date:** [insert date]

**[Extended Due for Payment Date under the Covered Bond Guarantee: [insert date]]**

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

**RBC COVERED BOND GUARANTOR LIMITED PARTNERSHIP**  
*(a limited partnership formed under the laws of Ontario)*

This certificate evidences the Series [ ] N Covered Bond ("*Namensschuldverschreibung*") [insert **Principal Amount**] (the "**N Covered Bond**") of Royal Bank of Canada (the "**Issuer**") described, and having the provisions specified, in the N Covered Bond Conditions attached as Schedule One hereto (the "**N Covered Bond Conditions**"). Words and expressions defined or set out in the N Covered Bond Conditions shall have the same meaning when used in this certificate.

The Issuer shall pay to the registered holder of this N Covered Bond the amounts payable in respect thereof pursuant to the N Covered Bond Conditions. The Issuer hereby certifies that at the date hereof [insert **name and complete address of bondholder**] has been entered in the Register as the holder of this N Covered Bond in the aforesaid principal amount.

This N Covered Bond shall not be valid unless authenticated by the Registrar.

IN WITNESS whereof the Issuer has caused this N Covered Bond to be duly executed on its behalf.

[insert issue date]

**Royal Bank of Canada**

By: \_\_\_\_\_  
(Authorised signatory)

By: \_\_\_\_\_  
(Authorised signatory)

Authenticated without recourse,

Warranty or liability by

[insert Registrar]

By:

## SCHEDULE ONE

### N COVERED BOND CONDITIONS

#### 1. CURRENCY AND PRINCIPAL AMOUNT, FORM, TRANSFER AND OTHER

- 1.1 *Currency and Principal Amount.* This N Covered Bond (*Namensschuldverschreibung*) is issued by Royal Bank of Canada (the "Issuer") in [*insert specified currency*] (the "Specified Currency") in the principal amount of [*insert principal amount*] (the "Principal Amount") on [*insert date*] (the "Issue Date"). [This N Covered Bond is issued at a price of [ ] per cent. of the Principal Amount (the "Issue Price").]
- 1.2 *Form.* This N Covered Bond shall bear the manual or facsimile signature of two duly authorised signatories of the Issuer and shall manually be authenticated by or on behalf of the Registrar.
- 1.3 *Transfer.*
- (a) The rights of the N Covered Bondholder arising from this N Covered Bond and title to this certificate itself pass by assignment and registration in the Register as further set out in the below sub-paragraphs. Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Registrar and any other Agent shall deem and treat the registered holder of this N Covered Bond as the sole holder of the rights arising from this N Covered Bond and owner of this certificate.
- (b) The rights of the N Covered Bondholder arising from this N Covered Bond and title to this certificate may be transferred in whole or in part upon assignment of the relevant rights under this N Covered Bond by the then current N Covered Bondholder to the new N Covered Bondholder and the surrender of this certificate, together with the duly completed and executed, N Covered Bond Assignment Agreement in the form attached as Schedule Two hereto at the specified office of the Registrar and the entry of the new Bondholder in the register by the Registrar, **provided that the transferee has agreed in the executed N Covered Bond Assignment Agreement to be bound by the N Covered Bond Agreement entered into by the initial N Covered Bondholder (as provided in the form of the N Covered Bond Assignment Agreement).** A copy of the N Covered Bond Agreement is available from the issuer or the Registrar upon request. Any transfer of part only of this N Covered Bond is permitted only for a minimum principal amount of [*insert Specified Currency and such minimum principal amount*] or an integral multiple thereof. The date stated in the duly completed N Covered Bond Assignment Agreement as the date, on which the economic effects of the assignments shall occur, shall be the "Transfer Date" to be entered into the Register by the Registrar.
- (c) In the case of a transfer of this N Covered Bond in whole and provided the requirements specified above have been met, a new certificate will be issued to the transferee upon request. In the case of a transfer of a part only of this N Covered Bond and provided the requirements specified above have been met, new certificates in respect of the balance transferred and the balance not transferred (as the case may be) will be issued to the transferor and to the transferee respectively upon request.
- (d) Each new certificate to be issued upon transfer of this N Covered Bond (in whole or in part) will, within seven business days (being, for the purposes of this subsection, a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Registrar) following the submission of this certificate and the duly completed and executed N Covered Bond Assignment Agreement, be available for collection at the specified office of the Registrar or, at the request of the N Covered Bondholder entitled to the new certificate and as specified in the relevant N Covered Bond Assignment Agreement, be mailed at the risk of the N Covered Bondholder entitled to the new certificate to the address specified in the N Covered Bond Assignment Agreement.

- (e) Transfers will be effected without charge by or on behalf of the Issuer or the Registrar, except for any costs or expenses of delivery of new certificates other than by regular uninsured mail and except that the Issuer or the Registrar may require the payment of a sum or giving of such indemnity sufficient to enable it to pay or satisfy any tax or other duties which may be imposed in relation to the assignment and subject to any applicable regulatory or other legal restrictions.
- (f) The N Covered Bondholder may not require the transfer of this N Covered Bond to be registered during a period of 15 days ending on any due date for any payment of principal or interest. Any registration of transfer required during such period shall be deemed to have been required on the business day (as referred to in (c) above) immediately following the last day of such period.

1.4 Rate for Conversion into Euro: [ ]/not applicable.

1.5 Covered Bond Swap Rate: [ ]/not applicable.

1.6 Other terms: not applicable/*specify*.

1.7 For the purpose of these N Covered Bond Conditions:

**"N Covered Bondholder"** means the registered holder of this Bond.

**"N Covered Bond Agreement"** means an agreement relating to the N Covered Bond between the initial N Covered Bondholder, the Issuer, the Guarantor LP and the Bond Trustee, substantially in the form set out in Schedule 2 Part 4B to the Trust Deed.

**"Register"** means the register to be maintained by the Registrar in relation to this Bond.

Where the context requires and unless the context requires otherwise, any reference in these N Covered Bond Conditions to "**N Covered Bond**" or "**this N Covered Bond**" is a reference or includes a reference to any N Covered Bond resulting from a transfer of this N Covered Bond, and/or any certificate (*Urkunde*) issued in relation to this N Covered Bond and/or any new certificate issued upon any transfer of this N Covered Bond or part thereof.

## 2. STATUS

- 2.1 This N Covered Bond constitutes a deposit liability of the Issuer for purposes of the *Bank Act* (Canada), however it will not be insured under the *Canada Deposit Insurance Corporation Act* (Canada), and will constitute a legal, valid and binding direct, unconditional, unsubordinated and unsecured obligation of the Issuer that ranks *pari passu* with all deposit liabilities of the Issuer without any preference among them and at least *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, present and future (except as otherwise prescribed by law). The deposit evidenced by this N Covered Bond will be taken by [the main branch of the Issuer in Toronto/*specify other*] but without prejudice to the provisions of Condition 5 below.
- 2.2 This N Covered Bond is issued under and, subject to the execution of the N Covered Bond Agreement by the initial N Covered Bondholder, forms part of the Issuer's €15 billion global Covered Bond Programme (the "**Programme**") under which the liabilities of the Issuer as to the payments of interest and principal are unconditionally and irrevocably guaranteed by RBC Covered Bond Guarantor Limited Partnership (the "**Guarantor**") in favour of Computershare Trust Company of Canada (the "**Bond Trustee**") for the benefit of the bondholders under the Programme in the circumstances further described in a trust deed (such trust deed as amended, supplemented or replaced, the "**Trust Deed**") initially entered into on October 25, 2007 and most recently amended and restated on April 6, 2011, between the Issuer, the Guarantor and the Bond Trustee.

### 3. INTEREST

***[In the case of a Fixed Rate N Covered Bond with a fixed Interest Period insert the following or other applicable provisions:***

- 3.1. This N Covered Bond bears interest on its Outstanding Principal Amount from (and including) ***[insert interest commencement date]*** (the "Interest Commencement Date") to (but excluding) the Final Maturity Date (as defined in Condition 4.1 (Redemption at Maturity) of these N Covered Bond Conditions) at the rate(s) per annum equal to ***[Insert Rate(s) of Interest]*** (the "Rate(s) of Interest"). Interest will accrue in respect of each Fixed Interest Period.

***[If there is a Fixed Coupon Amount, insert:*** The amount of interest payable on each Interest Payment Date in respect of each Fixed Interest Period ending on (but excluding) such Interest Payment Date, will amount to ***[insert Fixed Coupon Amount]*** (the "Fixed Coupon Amount") ***[insert if there are any Broken Amounts: and [insert initial broken interest amount and/or final broken interest amount]*** payable on ***[insert Interest Payment Date for initial broken interest amount]*** [and] ***[insert Interest Payment Date for final broken interest amount]*** will amount to ***[insert final Broken Amount]***.

Interest shall be payable in arrear on ***[insert "Interest Payment Date"(s)]*** in each year up to (and including) the Final Maturity Date (as defined in Condition 4.1 (Redemption at Maturity) of these N Covered Bond Conditions) (each such date, an "Interest Payment Date"). The first payment of interest shall be made on ***[insert first Interest Payment Date]***. If any Interest Payment Date would otherwise fall on a day which is not a Business Day, the Interest Payment Date itself remains unadjusted but the payment shall be postponed to the next day which is a Business Day and the N Covered Bondholder shall not be entitled to further interest or other payment in respect of such delay.

- 3.2. If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Rate of Interest to the Principal Amount Outstanding, multiplying such sum by the day count fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.]

***[(B) In the case of a Floating Rate N Covered Bond insert the following or other applicable provisions:***

- 3.1 *Interest Payment Dates.*

This N Covered Bond bears interest on its outstanding principal amount from (and including) ***[insert interest commencement date]*** (the "Interest Commencement Date") to but excluding the next following Interest Payment Date (each such period an "Interest Period"). Interest on this N Covered Bond shall be payable in arrear on each Interest Payment Date.

"Interest Payment Date" means ***[in the case of Specified Interest Payment Date(s) insert: each [insert Specified Interest Payment Dates]*** in each year [as the same may be adjusted in accordance with the Business Day Convention]] / ***[if not Specified Interest Payment Dates, insert: each date which falls [insert number] [months/other period]*** after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date [in each case as the same may be adjusted by the Business Day Convention]/***[if the FRN Convention is specified, insert: each of such dates as may occur in accordance with the FRN Convention at such specified period of calendar months following the Issue Date of this N Covered Bond (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case)].***

- 3.2 *Rate of Interest.*

***[In the case of Screen Rate Determination, insert:*** The rate of interest (the "Rate of Interest") for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) the Calculation Agent will determine the rate for deposits or, as the case may require, the arithmetic mean (rounded, if necessary, to the nearest ten thousandth of a percentage point, 0.00005 being rounded upwards) of the rates for deposits in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) if, on any Interest Determination Date, no such rate for deposits so appears or, as the case may be, if fewer than two such rates for deposits so appear or if the Relevant Screen Page is unavailable, the Calculation Agent will request appropriate quotations and will determine the arithmetic mean (rounded as described above) of the rates at which deposits in the relevant currency are offered by the Reference Banks at approximately the Relevant Time on the Interest Determination Date to prime banks in [*in the case of LIBOR*: the London interbank market]/[*in the case of EURIBOR*: in the Euro-zone interbank market] for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;
- (iii) if, on any Interest Determination Date, only two or three rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as described above) of the rates so quoted; or
- (iv) if fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as described above) of the rates quoted by four major banks in the Financial Centre as selected by the Calculation Agent, at approximately 11.00 a.m. (Financial Centre time) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period for the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Covered Bonds during each Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as described above) of the rates so determined [[plus]/[minus] the [ ] per cent. per annum (the "**Margin**") provided however that if the Calculation Agent is unable to determine a rate or, as the case may be, an arithmetic mean of rates in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Covered Bonds during such Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as described above) of the rates determined in relation to such Covered Bonds in respect of the last preceding Interest Period [[plus]/[minus] the Margin].

[*In the case of an ISDA Rate N Covered Bond, insert*: The Rate of Interest for each Interest Period will be the relevant ISDA Rate [[plus]/[minus] the [ ] per cent. per annum (the "**Margin**")].

"**ISDA Rate**" for an Interest Period means a rate equal to the [Fixed Rates]/[Fixed Amounts]/[Fixed Prices]/[Floating Rates]/[Floating Amounts]/[Floating Prices]/[*specify other*] as would have applied (regardless of any event of default or termination event or tax event thereunder) if the Issuer had entered into a schedule and confirmation in respect of this N Covered Bond with the N Covered Bondholder under the terms of an agreement to which the ISDA Definitions applied and under which:

- (i) the [Fixed Rate Payer]/[Fixed Amount Payer]/[Floating Rate Payer]/[Floating Amount Payer] is the Issuer;
- (ii) the Effective Date is the Interest Commencement Date;
- (iii) the Floating Rate Option (which may refer to a Rate Option or a Price Option, specified in the ISDA Definitions) is [*specify*];
- (iv) the Designated Maturity is the [*specify*];
- (v) the Issuing and Paying Agent is the Calculation Agent;

- (vi) the Calculation Periods are the Interest Periods;
- (vii) the Payment Dates are the Interest Payment Dates;
- (viii) the relevant Reset Date is [if the applicable Floating Rate Option is based on LIBOR or on EURIBOR for a currency: the first day of that Interest Period]/[in any other case: specify];
- (ix) the Calculation Amount is the principal amount of such N Covered Bond;
- (x) the Day Count Fraction applicable to the calculation of any amount is [*specify*]/[as may be determined in accordance with the ISDA Definitions];
- (xi) the Applicable Business Day Convention applicable to any date [*specify*]/[as may be determined in accordance with the ISDA Definitions]; [and]
- (xii) [*specify other*]; and]
- (xiii) for the purposes of this Condition 5.2 "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions.

**[In the case of a N Covered Bond with a Maximum or Minimum Rate of Interest, insert:** The [Minimum]/[Maximum] Rate of Interest is [ ] per cent. per annum. The Rate of Interest shall in no event be [greater than the Maximum Rate of Interest]/[less than the Minimum Rate of Interest].

[3.3] *Accrual of Interest after the due date*

Interest will cease to accrue [as from the due date for redemption therefor]/[**in the case of an Instalment N Covered Bond**: in respect of each Instalment Amount, on the due date for payment of the relevant Instalment Amount] unless upon due presentation or surrender thereof (if required), payment in full of [the Final Redemption Amount (as defined below)]/[the relevant Instalment Amount] is improperly withheld or refused or default is otherwise made in the payment thereof. In such event, interest shall continue to accrue on the principal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at [the Rate of Interest then applicable]/[**specify other rate as permitted by applicable law**] (the "**Default Rate**") until the date on which, upon due presentation or surrender of this N Covered Bond, the relevant payment is made or, if earlier, the seventh day after the date on which, the Registrar having received the funds required to make such payment, notice is given to the N Covered Bondholder in accordance with Condition 9 (*Notices*) of these N Covered Bond Conditions that the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the N Covered Bondholder).

[3.4] *Interest Amount(s), Calculation Agent and Reference Banks.*

**[Insert if Calculation Agent provisions applicable]** The Calculation Agent, as soon as practicable after the Relevant Time on each Interest Determination Date (or such other time on such date as the Calculation Agent may be required to calculate the Final Redemption Amount [or Instalment Amount], obtain any quote or make any determination or calculation) will determine the Rate of Interest and calculate the amount(s) of interest payable (the "**Interest Amount(s)**") in the manner specified in Condition 3[.5] below, calculate the Final Redemption Amount [or Instalment Amount], obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date or, as the case may be, the Final Redemption Amount [or any Instalment Amount] to be notified to the Registrar, the Issuer and the N Covered Bondholder in accordance with Condition 9 (*Notices*) of these N Covered Bond Conditions as soon as possible after their determination or calculation but in no event later than the fourth London Banking Day thereafter. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the N Covered Bond becomes due and payable under the N Covered Bond



Agreement, the Rate of Interest and the accrued interest payable in respect of the N Covered Bond shall nevertheless continue to be calculated in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Final Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest or proven error) be final and binding upon the Issuer and the N Covered Bondholder and neither the Calculation Agent nor any Reference Bank shall have any liability to the N Covered Bondholder in respect of any determination, calculation, quote or rate made or provided by it.

The Issuer will procure that there shall at all times be such Reference Banks as may be required for the purpose of determining the Rate of Interest applicable to this N Covered Bond and a Calculation Agent.

If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or any other requirements, the Issuer shall determine (or appoint an agent to determine) the Rate of Interest at such rate as, in its absolute discretion (having regard as it shall think fit to the foregoing provision of this Condition[, but subject always to the [Minimum Rate of Interest]/[Maximum Rate of Interest]]), it shall deem fair and reasonable in all circumstances or, as the case may be, the Issuer shall calculate (or appoint an agent to calculate) the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Calculation Agent. The Calculation Agent may not resign its duties without a successor having been appointed.

[3.5] *Calculations and Adjustments.*

The amount of interest payable in respect of this N Covered Bond for any period shall be [calculated by applying the Rate of Interest to the Calculation Amount, and, in each case, multiplying such sum by the Day Count Fraction]/[**specify amount**]/[**insert other terms relating to method of calculating interest**].

For the purposes of any calculations referred to in these Conditions, (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount and (c) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the smallest sub-unit of such currency, with halves being rounded upwards.

[3.6] *Definitions. [insert as applicable]*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meaning set out below:

"**Banking Day**" means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

"**Business Day**" means [*in relation to an N Covered Bond payable in other than euro insert: a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in [insert Specified Currency] in [specify business centre]*]/[*in relation to an N Covered Bond payable in euro: a day (other than a Saturday or Sunday) which is a TARGET2 Business Day and on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in [specify business centre]*].

"**Business Day Convention**" means in respect of any date if it would otherwise fall on a day that is not a Business Day:

**[If Following Business Day Convention, insert:** that such date shall be postponed to the first following day that is a Business Day.]

**[If Modified Following Business Day Convention or Modified Business Day Convention, insert:** that such date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day.]

**[If Preceding Business Day Convention, insert:** that such date shall be brought forward to the first preceding day that is a Business Day.]

**[If FRN Convention or Eurodollar Convention, insert:** that each such date shall be the date which numerically corresponds to the preceding such date in the calendar month which is [**specify relevant number of months**] after the calendar month in which the preceding such date occurred, provided that:

- (i) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
- (ii) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
- (iii) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred.

**"Calculation Agent"** means [**specify**].

**"Day Count Fraction"** means, in respect of the calculation of an amount for any period of time (each such period an **"Accrual Period"**):

**[if "Actual/Actual" or "Actual/Actual (ISDA)", insert:** the actual number of days in the Accrual Period divided by 365 (or, if any portion of the Accrual Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Accrual Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Accrual Period falling in a non-leap year divided by 365).]

**[if "Actual/365 (Fixed)", insert:** the actual number of days in the Accrual Period divided by 365.]

**[if "Actual/360", insert:** the actual number of days in the Accrual Period divided by 360.]

**[if "30E/360" or "Eurobond Basis", insert:** the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

**"Y<sub>1</sub>"** is the year, expressed as a number, in which the first day of the Accrual Period falls;

**"Y<sub>2</sub>"** is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

**"M<sub>1</sub>"** is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Accrual Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.]

**[if "30/360", "360/360" or "Bond Basis", insert:** the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Accrual Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Accrual Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.]

**[if "30E/360 (ISDA)", insert:** the number of days in the Accrual Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where,

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Accrual Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Accrual Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Accrual Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Accrual Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Accrual Period, unless (i) that day is the last day of February but not the Final Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.]

**[if "Actual/Actual (ICMA)", insert:**

- (i) if the Accrual Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Accrual Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or
- (ii) if the Accrual Period is longer than the Determination Period, the sum of:
  - (x) the number of days in such Accrual Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; and
  - (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year

where,

**"Determination Date"** means [*specify Determination Dates*]; and

**"Determination Period"** means the period from and including a Determination Date in any year to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

**"Euro-zone"** means the region comprised of those member states of the European Union participating in the European Monetary Union from time to time.

**"Financial Centre"** means [such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of "Business Day" in the ISDA Definitions]/[*specify other*]/[*in the case of an N Covered Bond denominated in euro: such financial centre or centres as the Calculation Agent may select*].

**"Fixed Interest Period"** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

**"Interest Determination Date"** means, in respect of any Interest Accrual Period, the date falling [*specify number*] of Banking Days in [*specify city(ies)*] prior to the [*in the case of an N Covered Bond denominated in Pounds Sterling or in another currency if so specified: first day of such Interest Period*]/[*in any other case: date falling two London Banking Days (or, in the case of EURIBOR or EUROLIBOR, two TARGET2 Business Days)*] prior to the first day of such Interest Accrual Period.

**"Interest Period"** means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date, provided always that the first Interest Period shall commence on and include the Interest Commencement Date and the final Interest Period shall end on but exclude the Final Maturity Date.]

**"Outstanding Principal Amount"** means the principal amount of this N Covered Bond [*in respect of any Instalment N Covered Bond, insert: less any principal amount on which interest shall have ceased to accrue in accordance with Condition 3[.3]/specify other*].

"Reference Banks" [means *specify banks*]/[has the meaning given in the ISDA Definitions, *mutatis mutandis*].

"Relevant Screen Page" means [*insert screen page and relevant fallback*].

"Relevant Time" means [*specify*].

"TARGET2 Business Day" means, a day in which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open;

[3.7] *Interest Act (Canada)*

For the purposes of disclosure pursuant to the *Interest Act (Canada)* and not for any other purpose, where in this N Covered Bond (i) a rate of interest is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) a rate of interest is to be calculated during a leap year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by 366 and divided by 365.

#### 4. REDEMPTION

4.1 *Redemption at Maturity.*

Unless previously redeemed, or purchased and cancelled, this N Covered Bond shall be redeemed at [*specify Final Redemption Amount*] (the "Final Redemption Amount") in the Specified Currency on [*specify Final Maturity Date*]/[the Interest Payment Date falling in [ ]] (the "Final Maturity Date").

4.2 *Early Redemption for Taxation Reasons.*

If (i) as a result of any change in the laws or regulations of [Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax]/[*in the case of an N Covered Bond issued by a branch of the Issuer outside Canada: of [insert country in which such branch is located]* or of any political subdivision thereof or any authority or agency therein or thereof having power to tax] or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date, the Issuer would be required to pay additional amounts as provided in Condition 6, (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it and [(iii) such circumstances are evidenced by the delivery by the Issuer to the Issuing and Paying Agent of (x) a certificate signed by two senior officers of the Issuer stating that the said circumstances prevail and describing the facts leading thereto, and (y) an opinion of independent legal advisers of recognised standing to the effect that the circumstances set forth in (i) above, prevail,] the Issuer may, at its option and having given no less than 30 nor more than 60 days' notice [*in the case of a Floating Rate N Covered Bond insert: ending on an Interest Payment Date*] to the Covered Bondholder in accordance with Condition 9 (*Notices*) of these N Covered Bond Conditions (which notice shall be irrevocable), redeem this N Covered Bond at [its Outstanding Principal Amount]/[*in the case of a Zero Coupon N Covered Bond, insert: at its Amortized Face Amount (as defined below)*]/[*specify other Early Redemption Amount* (the "Early Redemption Amount")], together with accrued interest (if any) thereon, provided, however, that no such notice of redemption may be given earlier than [90 days/[*in the case of a Floating Rate N Covered Bond, insert: a number of days which is equal to the aggregate of the number of days falling within the then current Interest Period plus 60 days*] prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of this N Covered Bond then due.

[The Issuer may not exercise such option in respect of this N Covered Bond while it is subject to the prior exercise by the N Covered Bondholder's option to require the redemption of this N Covered Bond under Condition 4.[5].]

[4.3] *Call Option.*

The Issuer may, having given the appropriate notice to the N Covered Bondholder in accordance with Condition 9 (*Notices*) of these N Covered Bond Conditions, which Notice shall be irrevocable, and shall specify the date fixed for redemption [and subject to **specify conditions**], redeem all [but not part only]/[or part only] of this N Covered Bond on [*insert dates*] (each, an "**Optional Redemption Date**") at [*specify amount per Calculation Amount*] (the "**Optional Redemption Amount[s]**") together with accrued interest (if any) thereon on the date specified in such notice.

[The Issuer may not exercise such option in respect of this N Covered Bond while it is subject to the prior exercise by the N Covered Bondholder's option to require the redemption of this N Covered Bond under Condition 4.[5].]

[4.4] *Partial Redemption.*

If this N Covered Bond is to be redeemed in part only on any date in accordance with Condition 4.[3], such redemption must be for an amount not less than [ ] per Calculation Amount (the "**Minimum Redemption Amount**") or not more than [ ] per Calculation Amount (the "**Maximum Redemption Amount**").

In the case of the redemption of part only of this N Covered Bond, a new N Covered Bond certificate in respect of the unredeemed balance shall be issued in accordance with Condition 1.3, which shall apply as in the case of a transfer of this N Covered Bond as if such new N Covered Bond were in respect of the untransferred balance.]

[[4.5] *Put Option.*

Upon the N Covered Bondholder giving [*specify required notice*] to the Issuer (which notice shall be irrevocable), the Issuer will, upon expiry of such notice, redeem this N Covered Bond [in accordance with **specify any additional conditions**] in whole (but not in part only) on [*insert dates*] (each, an "**Optional Redemption Date**") at [*specify amount per Calculation Amount*] (the "**Optional Redemption Amount[s]**") together with accrued interest (if any) thereon on the date specified in such notice. In order to exercise such option, the N Covered Bondholder must, not less than 45 days before the Optional Redemption Date deposit this N Covered Bond during normal business hours at the specified office of the Registrar together with a duly completed early redemption notice ("**Put Notice**") in the form which is available from the specified office of the Registrar. Once the N Covered Bond is so deposited and the option exercised the N Covered Bond may not be withdrawn [(except as provided in the Agency Agreement)].

The N Covered Bondholder may not exercise this Put Option if this N Covered Bond is the subject of an exercise by the Issuer of its option to redeem such N Covered Bond under [either] [Condition 4.2] [or] [4.3].]

[4.6] *Purchase of N Covered Bond.*

The Issuer or any of its subsidiaries may at any time purchase this N Covered Bond in the open market or otherwise and at any price.

[4.7] *Cancellation of N Covered Bond upon Redemption or Purchase.*

If this N Covered Bond is redeemed in accordance with this Condition 4, it will be cancelled forthwith and may not be reissued or resold. If this N Covered Bond is purchased in accordance with Condition 4.[6] it may be cancelled or may be reissued or resold.

[4.8] *Further Provisions applicable to Final Redemption Amount*

The provisions of Condition 3.4 shall apply to any determination or calculation of the Redemption Amount [or any Instalment Amount] required to be made by the Calculation Agent.

References herein to "**Redemption Amount**" shall mean, as appropriate, the Final Redemption Amount, [Final Instalment Amount,] the Optional Redemption Amount, the Early Redemption Amount [or *specify other applicable form of redemption amount*].

**[In the case of any Zero Coupon N Covered Bond, insert:** The "**Amortized Face Amount**" shall be an amount equal to the sum of:

- (a) the Reference Price; and
- (b) the product of the Accrual Yield [(compounded annually)] being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which this N Covered Bond becomes due and repayable.

Where such calculation is to be made for a period which is not a full year, the calculation in respect of the period of less than a full year shall be made on the basis of [*insert relevant Day Count Fraction and include definition*].

If any Redemption Amount (other than the Final Redemption Amount) of any Zero Coupon Definitive Covered Bond is improperly withheld or refused or default is otherwise made in the payment thereof, the Amortized Face Amount shall be calculated as provided in above but as if references in subparagraph (b) to the date fixed for redemption or the date upon which this N Covered Bond becomes due and repayable were replaced by references to the date (the "Reference Date") which is the earlier of:

- (a) the date on which, upon due presentation or surrender of this N Covered Bond, all amounts due have been paid; and
- (b) the seventh day after the date on which, the Registrar having received the funds required to make such payment, notice is given to the N Covered Bondholder in accordance with Condition 9 of that circumstance (except to the extent that there is a failure in the subsequent payment thereof to the N Covered Bondholder). The calculation of the Amortized Face Amount in accordance with this sub-paragraph will continue to be made after as well as before judgment, unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the scheduled Final Redemption Amount of the N Covered Bond on the Maturity Date together with interest which may accrue in accordance with Condition 3.[7]]

[[4.9] *Late Payment on Zero-Coupon N Covered Bonds*

If any Final Redemption Amount in respect of this Zero-Coupon N Covered Bond is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) [equal to [ ] per cent., per annum (the "**Amortization Yield**")]/[*specify other*] until the date on which, upon due presentation or surrender of this N Covered Bond, the relevant payment is made or, if earlier, the seventh day after the date on which, the Registrar having received the funds required to make such payment, notice is given to the N Covered Bondholder in accordance with Condition 9 (*Notices*) of these N Covered Bond Conditions that the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the N Covered Bondholder). The amount of any such interest shall be calculated in accordance with the provisions of Condition 3[.5] as if the Rate of Interest was the Amortization Yield, the Outstanding Principal Amount was the overdue sum and the Day Count Fraction was [30E/360]/[*specify other*].]

[[4.10] *Instalment N Covered Bonds*

This N Covered Bond will be redeemed in the amounts of [*specify*] (each an "**Instalment Amount**") on [*specify dates*] (each an "**Instalment Date**").]

[[4.11] *Index-Linked Redemption N Covered Bonds.*

**[Insert provisions for calculating Redemption Amount if Index-Linked if applicable]**

[[4.12] *Other Redemption and Purchase Provisions*

**[Specify other relevant provisions, if applicable.]**

## 5 PAYMENTS

### 5.1 General

Subject as provided below, payments will be made by credit or electronic transfer **[if the Specified Currency is euro, insert:** to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque**][if the Specified Currency is other than euro, insert:** to an account in the Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency].

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment but without prejudice to the provisions of Condition 6 (*Taxation*) of these N Covered Bond Conditions. References to **[Insert Specified Currency]** will include any successor currency under applicable law.

### 5.2 Repayments in respect of Principal

Repayment of principal (other than instalments of principal prior to the final instalment) in respect of this N Covered Bond will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of this N Covered Bond at the specified office of the Registrar or its nominee. Any such presentation must be made by the N Covered Bondholder at the specified office of the Registrar or its nominee two business days (being for this purpose a day on which banks are open for business in the city where the specified offices of the Registrar or its nominee are located) before the relevant due date. Such repayments will be made on the due date by electronic transfer to the Designated Account (as defined below) of the N Covered Bondholder appearing in the register at the close of business on the [third] Business Day (being for this purpose a day on which banks are open for business in the city where the specified offices of the Registrar or its nominee are located) before the relevant due date. Notwithstanding the previous sentence, if [(i)] a N Covered Bondholder does not have a Designated Account [or (ii) the Principal Amount Outstanding of this N Covered Bond is less than U.S.\$250,000, **[or its approximate equivalent in any other Specified Currency]** payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below).

For these purposes, **Designated Account** means the account maintained by the N Covered Bondholder with a **Designated Bank** and identified as such in the Register and Designated Bank means **[if the Specified Currency is euro, insert:** any bank which processes payment in euro**][if the Specified Currency is other than euro, insert:** a bank in the principal financial centre of the country of such Specified Currency].

### 5.3 Payments of Interest

Payments of interest and repayments of instalments of principal (other than the final instalment) will be made by the Principal Paying Agent by electronic transfer on the due date in the manner provided in the preceding paragraph. The N Covered Bondholder shall provide its payment account details to the Principal Paying Agent in order to facilitate such payment. Payment of the interest due in respect of this N Covered Bond on redemption will be made in the same manner as payment of the final instalment of principal in accordance with Condition 5.2 (Repayments in respect of Principal) of these N Covered Bond Conditions above.



[Upon application of the N Covered Bondholder payments of interest and repayments of instalments of principal (other than the final instalment) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed (on a Business Day in the city where the specified office of the Registrar is located) by uninsured mail to the N Covered Bondholder appearing in the Register at the close of business on the [fifteenth] day (whether or not such [fifteenth] day is a Business Day) before the relevant due date (the **Record Date**) at the N Covered Bondholder's address shown in the Register on the Record Date and at the risk of the N Covered Bondholder.]

The N Covered Bondholder will not be entitled to claim any interest or other payment resulting from any delay in it receiving any amount due in respect of this N Covered Bond as a result of a cheque posted in accordance with this Condition, arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to the N Covered Bondholder by the Registrar in respect of any payments of principal or interest in respect of this N Covered Bond.

#### **5.4 Interpretation of principal and interest**

Any reference in these N Covered Bond Conditions to principal in respect of this N Covered Bond shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 6 (Taxation) of these N Covered Bond Conditions or under any undertakings or covenants given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of this N Covered Bond;
- (c) the Optional Redemption Amount(s) (if any) of this N Covered Bond;
- (d) the Early Redemption Amount of this N Covered Bond (other than any amount representing accrued but unpaid interest amounts or other amounts specified in these N Covered Bond Conditions);
- (e) [*in relation to an N Covered Bonds redeemable in instalments, insert:* the Instalment Amounts;]
- (f) [*in relation to Zero Coupon N Covered Bonds, insert:* the Amortised Face Amount (as defined in Condition 4.[10] (Early Redemption Amounts)) of these N Covered Bond Conditions;]
- (g) any premium and any other amounts (other than interest) which may be payable under or in respect of this N Covered Bond;
- (h) [*in relation to Dual Currency N Covered Bonds, insert:* the principal payable in any relevant Specified Currency;] and
- (i) any Excess Proceeds which may be payable by the Bond Trustee under or in respect of this N Covered Bond.

**Excess Proceeds** means monies received by the Bond Trustee from the Issuer or any administrator, administrative receiver, receiver, liquidator, trustee in sequestration, bank administrator, bank liquidator or other similar official appointed in relation to the Issuer.

Any reference in these N Covered Bond Conditions to interest in respect of the N Covered Bond shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 6 (*Taxation*) of these N Covered Bond Conditions or under any undertakings given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## 5.5 Payment Day

If the date for payment of any amount in respect of this N Covered Bond is not a Payment Day (as defined below), the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay. In this Condition 5.5, Payment Day means any day which (subject to Condition 7 (*Prescription and Counterclaims*) of these N Covered Bond Conditions) is:

- (a) 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:
  - (i) [Toronto][London [and Frankfurt]; and
  - (ii) any Additional Business Centre specified in the N Covered Bond Agreement; and
- (b) **[if the Specified Currency is euro, insert:** a day on which the TARGET2 System is open.**][if the Specified Currency is other than euro, insert:** 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 [insert the principal financial centre of the country of the relevant Specified Currency] (if other than the place of presentation, London and any Additional Business Centre).]

## 6. TAXATION

6.1. All amounts payable (whether in respect of principal, interest or otherwise) in respect of this N Covered Bond will be paid free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of [Canada]/**[in the case of N Covered Bond issued by a branch of the Issuer located outside Canada, specify country in which such branch is located]** or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the interpretation or administration thereof. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the N Covered Bondholder after such withholding or deduction shall equal the respective amounts of principal and interest which would have been received in respect of this N Covered Bond, in the absence of such withholding or deduction; except that no additional amounts shall be payable with respect to any payment in respect of this N Covered Bond:

- (a) to, or to a third party on behalf of, a Bondholder who is liable for such taxes, duties, assessments or governmental charges in respect of this N Covered Bond by reason of his having some connection with [Canada]/**[country in which such branch is located]** otherwise than the mere holding of (but not the enforcement of) this N Covered Bond; or
- (b) to, or to a third party on behalf of, a Bondholder in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of the N Covered Bondholder being a person with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)); or
- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directives; or
- (d) presented for payment by or on behalf of a Bondholder who would be able to avoid such withholding or deduction by presenting this N Covered Bond to another Paying Agent in a member state of the European Union;

- (e) presented for payment more than 30 days after the Relevant Date except to the extent that the N Covered Bondholder would have been entitled to such additional amount on presenting the same for payment on the thirtieth such day; or
- (f) to, or to a third party on behalf of, a Bondholder who is liable for such taxes, duties, assessments or other governmental charges by reason of such Bondholder's failure to comply with any certification, identification, documentation or other reporting requirement concerning the nationality, residence, identity or connection with Canada or the country in which such branch is located of such Bondholder, if (i) compliance is required by law as a precondition to, exemption from, or reduction in the rate of, the tax, assessment or other governmental charge and (ii) the Issuer has given the N Covered Bondholder at least 30 days' notice that the N Covered Bondholder will be required to provide such certification, identification, documentation or other requirement.

6.2. For the purposes of this Condition, the "**Relevant Date**" means the date on which any payment in respect of this N Covered Bond first become due and payable, or, if the full amount of the moneys payable has not been received by the Registrar on or prior to such due date, the date on which the full amount of such moneys shall have been so received and notice to that effect shall have been duly given to the N Covered Bondholder in accordance with Condition 9.

6.3. If the Issuer becomes subject generally at any time to any taxing jurisdiction other than or in addition to [Canada]/[**the country in which the relevant branch is located**], references in Condition 4.2 and Condition 6.1 to [Canada]/[**the country in which the relevant branch is located**] shall be read and construed as references to [Canada]/[**the country in which such branch is located**] and/or to such other jurisdiction(s), as applicable.

## 7. **PRESCRIPTION AND COUNTERCLAIMS**

7.1. *Prescription.* The obligations of the Issuer to pay principal and interest in respect of this N Covered Bond shall be prescribed (i) in respect of principal upon the expiry of ten years following the respective due date for the payment of principal and (ii) in respect of interest upon the expiry of five years following the respective due date for the relevant payment of interest.

7.2. *Counterclaims.* As long as, and to the extent that, this N Covered Bond forms part of the restricted assets (*gebundenes Vermögen*) within the meaning of § 54 of the German Act Concerning the Supervision of Insurance Companies (*Gesetz über die Beaufsichtigung der Versicherungsunternehmen - Versicherungsaufsichtsgesetz*) of 17 December, 1992 (as amended) and the German Regulation Concerning the Investment of the Restricted Assets of Insurance Companies (*Verordnung über die Anlage des gebundenen Vermögens von Versicherungsunternehmen*) of 20 December, 2001 (as amended), the Issuer waives (also in the event of insolvency of the N Covered Bondholder or in the event that insolvency proceedings or similar proceedings are instituted against the N Covered Bondholder) any right of set-off as well as any right to exercise any pledges, rights of retention and other rights which could affect the rights under the N Covered Bond.

## 8. **PAYING AGENT [,][AND ] REGISTRAR[ AND OTHER AGENTS]**

8.1 The initial Paying Agent[,][and] the Registrar [and][the Calculation Agent][specify other agents as applicable] and their respective initial specified offices are as follows:

**[Insert details]**

8.2 The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Issuing and Paying Agent), the Registrar or the Calculation Agent and to appoint additional or other Paying Agents or another Registrar or Calculation Agent provided that it will at all times maintain

- (i) an Issuing and Paying Agent,

- (ii) a Registrar [maintaining a specified office in [*insert any relevant jurisdiction*][,./and]
- (iii) a Paying Agent in a member state of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directives [and
- (iv) a Calculation Agent where required by the N Covered Bond Conditions.

The Agents, the Registrar and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same metropolitan area. Notice of all changes in the identities or specified offices of any Agent, the Registrar or the Calculation Agent will be given promptly by the Issuer to the N Covered Bondholder in accordance with Condition 9.

- 8.3 Each of the Agents, the Registrar and the Calculation Agent acts solely as agent of the Issuer and, save as provided in the Agency Agreement or any other agreement entered into with respect to its appointment, does not assume any obligations towards or relationship of agency or trust for any Bondholder and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

## 9. NOTICES

[Notices to the N Covered Bondholder may be given by first class mail (or equivalent) or, if posted to an overseas address, by air mail to it at its address as recorded in the Register. Notices will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day.][*specify other*]

## 10. REPLACEMENT OF THE CERTIFICATE REPRESENTING THIS N COVERED BOND

If the certificate representing this N Covered Bond is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the applicant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. A mutilated or defaced certificate must be surrendered before a replacement certificate will be issued.

## 11. GOVERNING LAW, PLACE OF JURISDICTION, PARTIAL INVALIDITY

- 11.1. *Governing Law.* With the exception of Condition 2 (*Status*) of these N Covered Bond Conditions, which is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, this N Covered Bond and all rights and obligations arising under this N Covered Bond (including any non-contractual rights and obligations) are governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.
- 11.2. *Place of Jurisdiction.* The courts of the Province of Ontario (Canada) shall have the exclusive jurisdiction for any actions or other legal proceedings arising out of or in connection with this N Covered Bond and the Issuer and the N Covered Bondholder waive any right to invoke, and undertake not to invoke, any claim of *forum non conveniens* and irrevocably submit to the jurisdiction of the courts of Ontario in respect of any action or proceeding relating in any way to this N Covered Bond.
- 11.3. *Partial Invalidity.* If any provision of these N Covered Bond Conditions is or becomes invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected thereby. Invalid or unenforceable provisions shall be deemed to be replaced by such valid and enforceable provisions which taking into consideration the purpose and intent of these N Covered Bond Conditions have to the extent legally possible the same economic effect as the invalid or unenforceable provisions. This shall apply *mutatis mutandis* to any gap (*Lücke*) in these N Covered Bond Conditions.

## **12. LANGUAGE**

These N Covered Bond Conditions are written in the English language and may be provided with a German language translation. Only the English language version shall be binding.

## SCHEDULE TWO

### FORM OF N COVERED BOND ASSIGNMENT AGREEMENT N COVERED BOND ASSIGNMENT AGREEMENT

THIS N COVERED BOND ASSIGNMENT AGREEMENT (the “**Agreement**”) is made on *[insert date]* BETWEEN:

- (1) *[insert name and complete address of assignor]* (the “**Assignor**”); and
- (2) *[insert name and complete address of assignee]* (the “**Assignee**”);

together the “**Parties**” and each a “**Party**”.

#### WHEREAS:

- (A) The Assignor is holder of the *[insert series]* N Covered Bond due *[insert maturity date]* (the “**N Covered Bond**”) issued by Royal Bank of Canada (the “**Issuer**”) in the principal amount of *[insert current holding of the assignor in the N Covered Bond]*.
- (B) Pursuant to an “**N Covered Bond Agreement**” the N Covered Bond forms part of the Issuer’s €15 billion global covered bond programme (the “**Programme**”) under which the liabilities of the Issuer as to the payments of interest and principal are unconditionally and irrevocably guaranteed by RBC Covered Bond Guarantor Limited Partnership (the “**Guarantor LP**”) in favour of Computershare Trust Company of Canada (the “**Bond Trustee**”) for the benefit of the bondholders under the Programme in the circumstances further described in the Trust Deed.

NOW IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

Unless specified otherwise, capitalised terms used, but not defined in this Agreement shall have the meaning given to them in the “**N Covered Bond Conditions**” which are attached as Schedule One to the N Covered Bond.

#### 2. ASSIGNMENT

- 2.1 The Assignor hereby assigns to the Assignee its claims against the Issuer under the N Covered Bond together with all rights relating thereto,

in the amount of: *[insert currency and amount transferred]*

(in words: *[insert amount transferred in words]*)

with effect from: *[insert transfer date]* (the “**Transfer Date**”).

- 2.2 The Assignee hereby accepts such assignment.

#### 3. NOTIFICATION AND EFFECTIVENESS OF THE ASSIGNMENT

- 3.1 In accordance with condition 1.3 (Transfer) of the N Covered Bond Conditions, the Assignor shall immediately notify the Registrar of the assignment contemplated hereunder by sending an executed copy of this Agreement together with the certificate made out in its name and evidencing the N Covered Bond to *[details of the Registrar to be inserted]*.
- 3.2 The assignment shall only become effective upon registration thereof in the Register maintained by the Registrar. The Registrar will register the transfer if the requirements set out in condition 1.3 (Transfer) of the N Covered Bond Conditions have been met, in particular, that the Assignee, by entering into this Agreement, has agreed to be bound by the terms of the N Covered Bond Agreement (as provided in Clause 4 (N Covered Bond Agreement) below).

#### **4. N COVERED BOND AGREEMENT**

- 4.1 The Assignee agrees in relation to the N Covered Bond or part of the N Covered Bond assigned hereunder to be bound by and take the benefit of the N Covered Bond Agreement as if it were an original signatory thereto in its capacity as N Covered Bondholder. Upon due registration of the assignment in the Register by the Registrar the Assignor ceases to be a party to and is released from the N Covered Bond Agreement with respect to the N Covered Bond or the part of the N Covered Bond assigned hereunder.
- 4.2 The Issuer or the Registrar shall make a copy of the N Covered Bond Agreement available to the Assignee.

#### **5. DESIGNATED ACCOUNT OF AND NOTICES TO THE ASSIGNEE**

- 5.1 For the purpose of condition 5 (*Payments*) of the N Covered Bond Conditions, the Designated Account of the Assignee shall be the bank account with the following references:

Account holder :        [ ]  
Name of bank:           [ ]  
Account number:       [ ]  
SWIFT CODE:            [ ]  
IBAN:                    [ ]  
Reference                [ ]

- 5.2 For the purpose of Condition 9 (*Notices*) of the N Covered Bond Conditions the contact details of the Assignee shall be the following:

Address:                 [ ]  
Attention:               [ ]  
Telephone:              [ ]  
Fax:                      [ ]  
Email:                    [ ]

#### **6. ISSUE AND DELIVERY OF NEW CERTIFICATE(S)**

The Assignee hereby requests that a new certificate made out in its name in the amount assigned under this Agreement will be issued by the Issuer[,][and] authenticated by the Registrar [and, at the risk and at the costs (except for any costs of delivery by regular uninsured mail) of the Assignee, sent by [regular mail][registered mail][ ] to the Assignee at the address first above written].[In case of partial assignments insert: The Assignor hereby requests that a new certificate made out in its name in the amount not assigned hereunder and retained by the Assignor will be issued by the Issuer[,][and] authenticated by the Registrar [and, at the risk and at the costs (except for any costs of delivery by regular uninsured mail) of the Assignor, sent by [regular mail][registered mail][ ] to the Assignor at the address first above written].]

#### **7. COPIES**

- 7.1 This Agreement shall be executed in three original copies. One original copy shall be retained by the Assignor and Assignee respectively and one original copy shall be sent to the Registrar by the Assignor as further described in condition 1.3 (*Transfer*) of the N Covered Bond Conditions.
- 7.2 The Parties instruct and authorise the Registrar to forward copies of this Agreement to the Issuer, the Guarantor LP and the Bond Trustee.

#### **8. GOVERNING LAW; PLACE OF JURISDICTION; PARTIAL INVALIDITY**

- 8.1 This Agreement, including any non-contractual rights and obligations arising out of or in connection with this Agreement, (other than Clause 4 (*N Covered Bond Agreement*)) is governed by, and shall be construed in accordance with, German law. Clause 4 (*N Covered Bond Agreement*) of this Agreement, including any non-contractual rights and obligations arising out of or in connection with it

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

- 8.2 The courts of the Province of Ontario (Canada) shall have the exclusive jurisdiction for any actions or other legal proceedings arising out of or in connection with this Agreement.
- 8.3 If any provision of this Agreement or part thereof should be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision which, taking into consideration the purpose and intent of this Agreement, has to the extent legally possible the same economic effect as the invalid or unenforceable provision. This shall apply *mutatis mutandis* to any gap (*Vertragslücke*) in this Agreement.

**9. LANGUAGE**

This Agreement is written in the English language and may be provided with a German language translation. Only the English language version shall be binding.

**Assignor**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Assignee**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



## FORM OF N COVERED BOND AGREEMENT

### N COVERED BOND AGREEMENT

**THIS N COVERED BOND AGREEMENT** (the "**Agreement**") is made on [ ] **BETWEEN:**

- (1) Royal Bank of Canada, a Canadian chartered bank having its executive offices at Royal Bank Plaza, South Tower, 8th Floor, 200 Bay Street, Toronto, Ontario, Canada M5J 2J5 (the "**Issuer**");
- (2) RBC Covered Bond Guarantor Limited Partnership, a limited partnership constituted under the Limited Partnership Act (Ontario) and having its principal place of business at 155 Wellington Street West, 14th Floor, Toronto, Ontario, Canada M5V 3K7, herein represented by its managing general partner, RBC Covered Bond GP Inc. (the "**Guarantor LP**");

and

- (3) [ ], a [ ] [incorporated and] existing under the laws of [ ], having its executive offices at [ ] (the "**N Covered Bondholder**").

#### **WHEREAS:**

- (A) The Issuer has established a €15,000,000,000 global Covered Bond programme (the "**Programme**") as further described in a prospectus dated [ ], as supplemented from time to time pursuant to which the Issuer may from time to time issue Covered Bonds denominated in any agreed currency.
- (B) Computershare Trust Company of Canada, a company incorporated under the laws of Canada, whose registered office is at 100 University Avenue, 9th Floor, North Tower, Toronto, Ontario, Canada M5J 2Y1 (the "**Bond Trustee**") has agreed to act as bond trustee for the benefit of the Covered Bondholders, the Receiptholders and the Couponholders under the Programme, upon and subject to the terms of an amended and restated Trust Deed initially made between the Issuer, the Guarantor and the Bond Trustee on the Programme Establishment Date and most recently amended and restated on April 6, 2011 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto, the "**Trust Deed**").
- (C) The Guarantor LP has agreed to guarantee all Covered Bonds issued under the Programme and all other amounts payable by the Issuer under the Trust Deed in the circumstances described therein.
- (D) Together with the execution of this Agreement, the Issuer has issued or will issue the Series [ ] [**insert Principal Amount**] N Covered Bond (the "**N Covered Bond**") to which this Agreement relates and which forms Series [ ] of Covered Bonds under the Programme.

**NOW IT IS HEREBY AGREED** as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

1.1 For the purposes of this Agreement, the following definitions shall apply:

**"Extended Due for Payment Date"** means [ ].]

**"Extension Determination Date"** means the date falling two Business Days after the expiry of seven days from (and including) the Final Maturity Date.]

**"Final Maturity Date"** has the meaning given in the N Covered Bond Conditions relating hereto.

**"Guarantee Priority of Payments"** means the priority of payments relating to moneys received by the Cash Manager for and on behalf of the Guarantor LP and moneys standing to the credit of the Guarantor LP Accounts, to be paid on each Guarantor LP Payment Date in accordance with the Guarantor LP Agreement.

**"N Covered Bond"** has the meaning given to it in Recital D above.

**"N Covered Bond Conditions"** means the terms and conditions of the N Covered Bond annexed as Schedule One to the N Covered Bond.

"**Programme Conditions**" means the terms and conditions set out in Schedule 1 to the Trust Deed as the same may from time to time be modified in accordance with the Trust Deed.

"**Rating Agency**" means any one of Standard & Poor's Credit Market Services Europe Ltd., Moody's Investors Service Inc., Fitch, Inc. 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 and "Rating Agencies" means more than one Rating Agency.

- 1.2 The amended and restated master definitions and construction agreement initially made between, inter alia, the parties to the Transaction Documents on the Programme Establishment Date and most recently amended and restated on April 6, 2011 (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 (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined (i) in the N Covered Bond Conditions, or (ii) 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 Clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Agreement.

## 2. **N COVERED BOND AGREEMENT**

- 2.1 The N Covered Bondholder hereby agrees that with respect to the N Covered Bond it shall take the benefit of and be bound by and subject to:
- (a) the Trust Deed (excluding, except as specified herein, the Programme Conditions, but including, without limitation and for the avoidance of doubt, the Covered Bond Guarantee granted pursuant to Clause 7 thereof, the provisions on Proceedings, Action and Indemnification pursuant to Clause 10 thereof, and the provisions in relation to Meetings of Covered Bondholders pursuant to Schedule 5 thereof) and the other Transaction Documents to the extent relevant to the N Covered Bond and this Agreement;
  - (b) the remaining provisions of this Agreement; and
  - (c) Condition 7 (Events of Default), Condition 13 (Meetings of Covered Bondholders, Modification and Waiver), Condition 19 (Substitution) and Condition 21 (*Indemnification of Bond Trustee and Bond Trustee contracting with the Issuer and/or the Guarantor LP*) of the Programme Conditions.

## 3. **COVERED BOND GUARANTEE**

### 3.1 **General**

Subject to and in accordance with the terms of the Trust Deed and Condition 7 (Events of Default and Enforcement) of the Programme Conditions, under the Covered Bond Guarantee the Guarantor LP shall, following service of an Issuer Acceleration Notice and Notice to Pay or, if applicable, an Guarantor LP Acceleration Notice, pay or procure to be paid the Guaranteed Amounts in respect of the N Covered Bond on their Original Due for Payment Dates [insert if Extended due for Payment Date is applicable: or their Extended Due for Payment Date].

**[If Extended Due for Payment Date is applicable to the relevant N Covered Bond issuance, insert Clause 3.2 below:**

### 3.2 **Extended Due for Payment Date**

Without prejudice to Condition 7 of the Programme Conditions, if the Issuer has failed to pay the Final Redemption Amount on the Final Maturity Date (or after expiry of the applicable grace period set out in Condition 7.01(a) of the Programme Conditions) and following the service of a Notice to Pay on the Guarantor LP by no later than the date falling one Business Day prior to the Extension Determination Date the Guarantor LP has insufficient moneys available in accordance with the Guarantee Priority of Payments to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount of the N Covered Bond on the date falling on the earlier of (a) the date which falls two London Business Days after service of such Notice to Pay on the Guarantor LP or if later the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition

7.02 of the Programme Conditions) under the terms of the Covered Bond Guarantee or (b) the Extension Determination Date, then (subject as provided below) payment of the unpaid amount by the Guarantor LP under the Covered Bond Guarantee shall be deferred until the Extended Due for Payment Date, provided that in respect of any amount representing the Final Redemption Amount due and remaining unpaid on the earlier of (a) and (b) above the Guarantor LP will apply any moneys available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) to pay the Guaranteed Amounts corresponding to the Final Redemption Amount on any Interest Payment Date thereafter up to (and including) the relevant Extended Due for Payment Date.

The Issuer shall confirm to the Issuing and Paying Agent as soon as reasonably practicable and in any event at least 4 Business Days prior to the Final Maturity Date whether payment will be made in full of the Final Redemption Amount in respect of the N Covered Bond on the Final Maturity Date. Any failure by the Issuer to notify the Issuing and Paying Agent shall not affect the validity or effectiveness of the extension of maturity.

The Guarantor LP shall notify the Bondholder (in accordance with Condition 9 (*Notices*) of the N Covered Bond Conditions), the Rating Agencies, the Bond Trustee, the Issuing and Paying Agent and the Registrar as soon as reasonably practicable and in any event at least one Business Day prior to the dates specified in (a) and (b) of the second paragraph of this Clause 3.2 of any inability of the Guarantor LP to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount pursuant to the Covered Bond Guarantee. Any failure by the Guarantor LP to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

In the circumstances outlined above, the Guarantor LP shall on the earlier of (a) the date falling two London Business Days after the service of a Notice to Pay on the Guarantor LP or if later the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 7.02 of the Programme Conditions) and (b) the Extension Determination Date, under the Covered Bond Guarantee, apply the moneys (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) pro rata in part payment of an amount equal to the Final Redemption Amount of each Covered Bond of the relevant Series of Covered Bonds and shall pay Guaranteed Amounts constituting the Scheduled Interest in respect of each such Covered Bond on such date. The obligation of the Guarantor LP to pay any amounts in respect of the balance of the Final Redemption Amount not so paid shall be deferred as described above. Such failure to pay by the Guarantor LP shall not constitute a Guarantor LP Event of Default.

### **3.3 Excess Proceeds**

Any discharge of the obligations of the Issuer as the result of the payment of Excess Proceeds to the Bond Trustee shall be disregarded for the purposes of determining the amounts to be paid by the Guarantor LP under the Covered Bond Guarantee in connection with this Clause 3.

### **3.4 Accrual of Interest after the Final Maturity Date**

Following the Final Maturity Date, interest will continue to accrue on the Principal Amount Outstanding of the N Covered Bond and be payable on any unpaid amount at a Rate of Interest determined in accordance with Condition 5.03 of the Programme Conditions (in the same manner as the Rate of Interest for Floating Rate Covered Bonds), provided that terms used in Condition 5.03 of the Programme Conditions shall, where applicable, be modified as annexed hereto.

## **4. CANADIAN LEGISLATIVE EXCHANGE**

Following the coming into force in Canada, at any time after the entry into this Agreement and the issuance of the related N Covered Bond, of (i) any legislation similar to covered bond legislation in force in any European Union country, or (ii) any rules, regulations or guidelines published by any governmental authority that provides for bonds issued by Canadian issuers to qualify for the same or similar benefits available to covered bonds issued under covered bonds legislation in force in any European Union country, the Issuer may, at its option and without the consent of the Bond Trustee or the N Covered Bondholder exchange this Agreement (and, to the extent necessary, the related N Covered Bond) in whole but not in part for a new N covered bond agreement and, if applicable, a new corresponding N covered bond (the "**New N Covered Bond Agreement**" and the "**New N Covered Bond**" respectively) in order to qualify the N Covered Bond as a covered bond under such new legislation, rules, regulations or guidelines in identical form, amount and denomination and on

the same economic terms and conditions as the existing N Covered Bond if not more than 60 nor less than 30 days' notice to the N Covered Bondholder (in accordance with Condition 9 (*Notices*) of the N Covered Bond Conditions) and the Bond Trustee is given and provided that on the date on which such notice expires the Issuer delivers to the Bond Trustee [(with a copy to the Covered Bondholder in accordance with Condition 9 (*Notices*) of the N Covered Bond Conditions)] a certificate signed by two senior officers of the Issuer and a certificate signed by a designated officer of the Managing GP of the Guarantor LP confirming that, in the case of the Issuer, no Issuer Event of Default or Potential Issuer Event of Default and, in the case of the Guarantor LP, no Guarantor LP Event of Default or Potential Guarantor LP Event of Default shall have occurred and be continuing.

This Agreement and the N Covered Bond will be cancelled concurrently with the entry into the New N Covered Bond Agreement and the issue of the New N Covered Bond and with effect on and from the date of issue thereof all references herein to the N Covered Bond shall be deemed to be references to the New N Covered Bond.

## 5. REDEMPTION DUE TO ILLEGALITY

The N Covered Bond may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Registrar and, in accordance with Condition 9 (*Notices*) of the N Covered Bond Conditions, the Bondholder (which notice shall be irrevocable), if the Issuer satisfies the Bond Trustee immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Covered Bond of any Series, become unlawful for the Issuer to make, fund or allow to remain outstanding any advance made by it to the Guarantor LP pursuant to the Intercompany Loan Agreement, as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

If the N Covered Bond is redeemed pursuant to this Clause 5, it will be redeemed at its Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption pursuant to this Clause 5, the Issuer shall deliver to the Issuing and Paying Agent and Bond Trustee a certificate signed by two senior officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Issuing and Paying Agent and Bond Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all holders of the Covered Bonds, Receiptholders and Couponholders.

## 6. TAXATION

- 6.1 For the purposes of Condition 6 of the N Covered Bond Conditions, any reference in this Agreement or the Conditions to any payment due in respect of the N Covered Bond shall be deemed to include any additional amounts which may be payable under Condition 6 of the N Covered Bond Conditions. Unless the context otherwise requires, any reference in this Agreement or the Conditions to "**principal**" shall include **[any premium payable in respect of the N Covered Bond,]** any [Instalment Amount or] Final Redemption Amount, any Excess Proceeds which may be payable by the Bond Trustee under or in respect of the Covered Bonds **[add any other amounts in the nature of principal payable pursuant to the N Covered Bond Conditions]** and "**interest**" shall include all amounts payable pursuant to Condition 3 of the N Covered Bond Conditions and any other amounts in the nature of interest payable pursuant to this Agreement or the N Covered Bond Conditions.
- 6.2 Should any payments made by the Guarantor LP under the Covered Bond Guarantee be made subject to any withholding or deduction for or on account of taxes or duties of whatever nature imposed or levied by or on account of Canada, any province or territory, political sub-division thereof or by any authority or agency therein or thereof having power to tax, the Guarantor LP will not be obliged to pay any additional amounts as a consequence.

## 7. BRANCH OF ACCOUNT

- 7.1 For the purposes of the Bank Act (Canada), [Toronto / London / specify other branch] shall be the branch of account (the "**Branch of Account**") for the deposits evidenced by the N Covered Bond.

- 7.2 The N Covered Bond will be paid without the necessity of first being presented for payment at the Branch of Account.
- 7.3 **[If the Branch of Account is not in Canada, include the following]** The issuer may change the Branch of Account for the deposits evidenced by the N Covered Bond, upon not less than seven days' prior notice to the N Covered Bondholder given in accordance with Condition 9 (*Notices*) of the N Covered Bond Conditions and upon and subject to the following terms and conditions:

[(a) **[If the N Covered Bond is denominated in Yen, including the following:]** the Branch of Account shall not be in Japan;]

[(b)] the Issuer shall indemnify and hold harmless the N Covered Bondholder against any tax, duty, assessment or governmental charge which is imposed or levied upon the N Covered Bondholder as a consequence of such change; and

[(c)] notwithstanding [(b)] above, no change of the Branch of Account may be made unless immediately after giving effect to such change (a) no Issuer Event of Default, Guarantor LP Event of Default, Potential Issuer Event of Default or Potential Guarantor LP Event of Default shall have occurred and be continuing and (b) payments of principal and interest on the N Covered Bond to the N Covered Bondholder (other than an Excluded Holder, as hereinafter defined) shall not, in the opinion of counsel to the Issuer, be subject to any taxes, as hereinafter defined, to which it would not have been subject had such change not taken place. For the purposes of this section, an "**Excluded Holder**" means a holder of the N Covered Bond who is subject to taxes by reason of his having some connection with the Relevant Jurisdiction other than the mere holding of the N Covered Bond as a non-resident of such Relevant Jurisdiction. "**Relevant Jurisdiction**" means and includes Canada, its provinces or territories and the jurisdiction in which the new Branch of Account is located, and "**taxes**" means and includes any tax, duty, assessment or other governmental charge imposed or levied in respect of the payment of the principal of the N Covered Bond or interest thereon for or on behalf of a Relevant Jurisdiction or any authority therein or thereof having power to tax.]

## 8. NOTICES AND ACCOUNT DETAILS

- 8.1 All notices that are required to be given to the N Covered Bondholder pursuant to the N Covered Bond shall also be delivered to the Bond Trustee and the Guarantor LP in the manner specified in Clause 27 of the Trust Deed. All notices under the N Covered Bond, the N Covered Bond Conditions, or this Agreement shall be delivered to the Issuer, the Guarantor LP and/or the Bond Trustee, as the case may be, in accordance with Clause 27 of the Trust Deed.
- 8.2 For the purpose of condition 5 (*Payments*) of the N Covered Bond Conditions the Designated Account of the N Covered Bondholder shall be the bank account with the following references:

Account holder: [ ]  
Name of bank: [ ]  
Account number: [ ]  
SWIFT CODE: [ ]  
IBAN: [ ]  
Reference: [ ]

- 8.3 For the purpose of Condition 9 (*Notices*) of the N Covered Bond Conditions the contact details of the N Covered Bondholder shall be the following:

Address: [ ]  
Attention: [ ]  
Telephone: [ ]  
Fax: [ ]  
Email: [ ]

## 9. CONFLICTS

- 9.1 In the event of any conflict between the provisions of (i) the N Covered Bond Conditions and/or this Agreement and (ii) the Trust Deed, the provisions of the N Covered Bond Conditions and this Agreement will prevail.

- 9.2 In the event of any conflict between the provisions of the N Covered Bond Conditions and any provisions contained in this Agreement, this Agreement will prevail.

## **10. AMENDMENTS**

Subject to the terms of the Trust Deed, any amendments to this Agreement or any N Covered Bond Condition will be made only with the prior written consent of each party to this Agreement and the written consent of the Bond Trustee and the Guarantor LP. No waiver of this Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties. Without limiting the foregoing, any proposed amendment or waiver of this Agreement or any N Covered Bond Condition that the Guarantor LP considers material shall be subject to Rating Agency Confirmation and the Issuer shall deliver notice, or shall cause notice to be delivered, to the Rating Agencies of any amendment or waiver which does not require Rating Agency Confirmation provided that failure to deliver such notice shall not constitute a breach of the obligations of the Issuer under this Agreement. 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.

## **11. ASSIGNMENT**

Subject to the terms of the Trust Deed, neither this Agreement nor any of the rights or obligations under this Agreement will be assignable or transferable by any party except (i) by the N Covered Bondholder in accordance with the terms of Condition 1.3 of the N Covered Bond Conditions, including the surrender of the N Covered Bond certificate together with delivery by the assignee of the N Covered Bondholder of a duly completed and executed N Covered Bond Assignment Agreement including the surrender of the N Covered Bond certificate and provided the assignee has agreed in the executed N Covered Bond Assignment Agreement to be bound by the terms of this Agreement (as provided in the form of the N Covered Bond Assignment Agreement); and (ii) by the Issuer in accordance with Condition 19 of the Programme Conditions.

## **12. NO ENFORCEMENT BY N COVERED BONDHOLDER**

Subject to and in accordance with the Trust Deed, the N Covered Bondholder agrees that only the Bond Trustee may take action to enforce the terms of the N Covered Bond and the Trust Deed and it shall not take any steps or institute proceedings unless the Bond Trustee or the Security Trustee having become bound to do so proceed fails to do so within a reasonable time and such failure is continuing (in which case the N Covered Bondholder shall be entitled to take such steps) except procuring the winding up, administration or liquidation of the Issuer and/or the Guarantor LP.

## **13. GOVERNING LAW**

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

## **14. PLACE OF JURISDICTION**

The courts of the Province of Ontario (Canada) shall have the exclusive jurisdiction for any actions or other legal proceedings arising out of or in connection with this Agreement and the parties hereto agree to waive any right to invoke, and agree not to invoke, any claim of *forum non conveniens* and each party hereto irrevocably submits to the jurisdiction of the courts of Ontario in respect of any action or proceeding relating in any way to this Agreement.

## **15. PARTIAL INVALIDITY**

If any provision of this Agreement is or becomes invalid in whole or in part, the remaining provisions shall remain unaffected thereby. Invalid provisions shall be replaced by such valid provisions which taking into consideration the purpose and intent of this Agreement have to the extent legally possible the same economic effect as the invalid provisions. This shall apply *mutatis mutandis* to any gap in this Agreement.

## **16. THIRD PARTY BENEFICIARIES**

Except as expressly otherwise provided herein, the parties intend that this Agreement will not benefit or create any right or cause of action in, or on behalf of, any Person other than the parties hereto

and no Person, other than a party will be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

**17. COUNTERPARTS**

This Agreement may be executed in any number of counterparts (manually or by facsimile) each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument provided, however, that this Agreement shall have no force or effect until it is executed by the last party to execute the same and shall be deemed to have been executed and delivered in the place where such last party executed this Agreement.

**18. LANGUAGE**

This Agreement is written in the English language and may be provided with a German language translation. Only the English language version shall be binding.

**IN WITNESS** whereof this Agreement has been executed by each of the parties thereto.

**Royal Bank of Canada**

By: \_\_\_\_\_  
duly authorized

By: \_\_\_\_\_  
duly authorized

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

By: \_\_\_\_\_  
duly authorized

By: \_\_\_\_\_  
duly authorized

**Bond Trustee**

By: \_\_\_\_\_  
duly authorized

By: \_\_\_\_\_  
duly authorized

**N Covered Bondholder**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_

[If the N Covered Bond has an Extended Due for Payment Date, insert:

**Annex**

**Floating Rate Covered Bond Provisions:**

Specified Period(s) / Specified Interest Payment Date(s):	[Each Guarantor LP Payment Date]
Business Day Convention	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Day Convention/ Preceding Business Day Convention] [specify other]
Additional Business Centre(s):	[ ]
Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ ISDA Determination/ specify other]
Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent):	[ ]
Screen Rate Determination	
(a) Reference Rate	[ ] [Either LIBOR, EURIBOR or other, although additional information is required if other, including amendment to fallback provisions in the Agency Agreement]
(b) Interest Determination Date(s)	[ ] [Second day on which commercial banks are open for general business (including dealings in foreign currency deposits) in London prior to the start of each Interest Period if LIBOR (other than Sterling [or euro LIBOR]), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR [or euro LIBOR] <i>[N.B. Specify the Interest Determination Date(s) up to and including the Extended Due for Payment Date, if applicable]</i>
(c) Relevant Screen Page	[ ] [In the case of EURIBOR, if not Reuters page EURIBOR01 or, in the case of LIBOR, Reuters page LIBOR01, ensure it is page which shows a composite rate or amend the fallback provisions appropriately]



## ROYAL BANK OF CANADA

*The information appearing below is supplemented by the more detailed information contained in the documents incorporated by reference in the Base Prospectus. See paragraphs (a) to (c) of the section entitled "Documents Incorporated by Reference".*

### History and development of the Bank

Royal Bank of Canada (the "**Bank**") is a Schedule 1 bank under the *Bank Act* (Canada) (the "**Bank Act**"), which constitutes its charter. The Bank was created as Merchants Bank in 1864 and was incorporated under the "Act to Incorporate the Merchants' Bank of Halifax" assented to June 22, 1869. The Bank changed its name to The Royal Bank of Canada in 1901 and to Royal Bank of Canada in 1990.

The Bank's corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, Canada M5J 2J5 and the telephone contact number is +1 (416) 955-5151. The head office is located at 1 Place Ville Marie, Montreal, Quebec, Canada H3C 3A9.

### Principal activities and markets

The Bank and its subsidiaries operate under the master brand name RBC. All references to "the Bank" in the section entitled "Royal Bank of Canada" refer to the Bank and its subsidiaries, unless the context otherwise requires. The Bank is Canada's largest bank as measured by assets and market capitalization, and among the largest banks in the world, based on market capitalization. The Bank is one of North America's leading diversified financial services companies, and provides personal and commercial banking, wealth management services, insurance, corporate and investment banking and transaction processing services on a global basis. The Bank employs approximately 79,000 full- and part-time employees who serve close to 18 million personal, business, public sector and institutional clients through offices in Canada, the U.S. and 56 other countries. As at January 31, 2011, the Bank had total assets of approximately C\$721 billion and total shareholders' equity of approximately C\$40 billion.

The Bank's segments are Canadian Banking, Wealth Management, Insurance, International Banking, Capital Markets and Corporate Support. Additional information about the Bank's business and each segment (including segment results) can be found under "Overview and Outlook" on page 6 and under "Business segment results" beginning on page 12 of the 2010 Annual Report incorporated by reference herein.

The Bank's common shares are listed on the Toronto Stock Exchange, New York Stock Exchange and Swiss Exchange. The trading symbol is "RY". Its preferred shares are listed on the Toronto Stock Exchange.

### Competition

The principal markets in which the Bank competes as at October 31, 2010 are described in the in the Annual Information Form and 2010 Annual Report incorporated by reference herein.

### Organisational structure

The Bank's principal subsidiaries as at October 31, 2010 are described in the Annual Information Form incorporated by reference herein.

## PRESENTATION OF FINANCIAL RESULTS

With the exception of the figures for return on common equity, the information in the tables appearing under "*Financial Summary*" below was prepared in accordance with Canadian GAAP.

### FINANCIAL SUMMARY

With the exception of the figures for return on common equity, information in the tables below for the years ended October 31, 2010 and 2009 has been extracted from the audited financial statements of the Bank for the years ended October 31, 2010 and 2009 contained in the Bank's 2010 Annual Report, which statements are incorporated by reference in this document together with the accompanying notes and the report of the auditor as it relates to their opinion on the financial statements as further described on page 74 of the Bank's 2010 Annual Report.

An audit comprises audit tests and procedures deemed necessary for the purpose of expressing an opinion on financial statements taken as a whole. An audit opinion has not been expressed on individual balances of accounts or summaries of selected transactions in the table below.

With the exception of the figures for return on common equity, the information in the table below for the three months ended January 31, 2011 and 2010 has been extracted from the unaudited interim consolidated financial statements of the Bank for the three months ended January 31, 2011 contained in the Bank's First Quarter 2011 Report to Shareholders, which unaudited interim financial statements are incorporated by reference in this document. The figures for return on common equity for the three months ended January 31, 2011 and 2010 have been extracted from the Bank's First Quarter 2011 Report to Shareholders. All figures for the three months ended January 31, 2011 and 2010 are unaudited.

## Condensed Consolidated Balance Sheet

	<b>As At January 31, 2011</b>	<b>As At January 31, 2010</b>	<b>As at October 31, 2010<sup>(1)</sup></b>	<b>As At October 31, 2009<sup>(1)</sup></b>
	<i>(in millions of Canadian dollars except per share amounts)</i>			
Loans, net of allowance for loan losses	293,940	281,323	292,206	280,963
Total assets	721,110	659,499	726,206	654,989
Deposits	437,120	394,695	433,033	398,304
Other liabilities	232,899	217,787	244,558	209,852
Subordinated debentures	8,041	5,896	6,681	6,461
Trust capital securities	735	1,386	727	1,395
Non-controlling interest in subsidiaries	2,250	2,101	2,256	2,071
Shareholders' Equity	40,065	37,634	38,951	36,906

<sup>1</sup> The amounts have been extracted from the Bank's audited 2010 consolidated financial statements incorporated by reference in this document.

## Condensed Consolidated Statement of Income

	Three months ended January 31, 2011	Three months ended January 31, 2010	Year ended October 31, 2010 <sup>(1)</sup>	Year ended October 31, 2009 <sup>(1)(2)</sup>
<i>(in millions of Canadian dollars except per share amounts)</i>				
Net interest income	2,773	2,747	10,977	11,541
Non-interest income	4,616	4,587	17,353	17,565
Total revenue	7,389	7,334	28,330	29,106
Provision for credit losses	334	493	1,861	3,413
Insurance policyholder benefits, claims and acquisition expense	629	1,130	5,108	4,609
Non-interest expense	3,946	3,626	14,393	14,558
Goodwill impairment charge				1,000
Net Income	1,839	1,497	5,223	3,858
Earnings per Share				
– basic	\$1.25	\$1.01	\$3.49	\$2.59
– diluted	\$1.24	\$1.00	\$3.46	\$2.57
Return on Common Equity <sup>(3)</sup>	20.3%	17.5%	14.9%	11.9%

<sup>1</sup> The amounts (other than return on common equity) have been extracted from the Bank's audited consolidated financial statements incorporated by reference in this document. The amounts under return on common equity have been extracted from the Bank's 2010 Report to Shareholders incorporated by reference in this document.

<sup>2</sup> The Bank reclassified certain amounts in Corporate Support which were previously reported in trading revenue to the Other revenue to better reflect the nature of the amounts.

<sup>3</sup> Return on Common Equity is based on net income available to common shareholders divided by total average common equity for the period. It is calculated using methods intended to approximate average of the daily balances for the period and is based on actual balances before rounding. The Bank utilizes this ratio as a measurement of return on total capital invested in its businesses. Return on Common Equity does not have a standardized meaning under GAAP and may not be comparable to similar measures disclosed by other financial institutions. For further information please see "Key performance and non-GAAP measures" in the 2010 Annual Report.

## DIRECTORS

The Directors of the Bank, each of whose address is the executive offices of the Bank, Royal Bank Plaza, 200 Bay Street, South Tower, Toronto, Ontario, Canada M5J 2J5, their function in the Bank and their other principal activities (if any) outside the Bank of significance to the Bank, are as follows:

<b>Name</b>	<b>Function</b>	<b>Other Principal Activities outside the Bank</b>
W. Geoffrey Beattie Toronto, Ontario	Director	President and Chief Executive Officer, The Woodbridge Company Limited Deputy Chairman, Thomson Reuters Corporation
John T. Ferguson Edmonton, Alberta	Director	Chairman and Chief Executive Officer, Princeton Developments Ltd. and Princeton Ventures Ltd.
The Hon. Paule Gauthier Quebec City, Quebec	Director	Senior Partner, Stein Monast L.L.P.
Timothy J. Hearn Calgary, Alberta	Director	Chairman, Hearn & Associates
Alice D. Laberge Vancouver, British Columbia	Director	Corporate Director
Jacques Lamarre Montreal, Quebec	Director	Corporate Director
Brandt C. Louie West Vancouver, British Columbia	Director	Chairman and Chief Executive Officer, H.Y. Louie Co. Limited Chairman of the Board, London Drugs Limited
Michael H. McCain Toronto, Ontario	Director	President and Chief Executive Officer, Maple Leaf Foods Inc.
Gordon M. Nixon Toronto, Ontario	President and Chief Executive Officer	Not applicable
David P. O'Brien Calgary, Alberta	Chairman of the Board	Chairman of the Board, EnCana Corporation
J. Pedro Reinhard Key Biscayne, Florida	Director	President, Reinhard & Associates
Edward Sonshine Toronto, Ontario	Director	President and Chief Executive Officer, RioCan Real Estate Investment Trust
Kathleen P. Taylor Toronto, Ontario	Director	President and Chief Executive Officer, Four Seasons Holdings Inc.
Victor L. Young St. John's, Newfoundland and Labrador	Director	Corporate Director

There are no potential conflicts of interests between any duties owed to the Bank by the Directors and the private interests and/or other duties owed by these individuals. If a Director were to have a material interest in a matter being considered by the Board or any of its Committees, such Director would not participate in any discussions relating to, or any vote on, such matter.

## **MAJOR SHAREHOLDERS**

To the extent known to the Bank, the Bank is not directly or indirectly owned or controlled by any person. The Bank Act prohibits any person from having a “significant interest” in any class of shares of the Bank, that is, from beneficially owning more than 10 per cent. of the outstanding shares of the class either directly or through controlled entities, without the approval of the Minister of Finance of Canada. A person may, with the approval of the Minister of Finance, beneficially own up to 20 per cent. of a class of voting share and up to 30 per cent. of a class of non-voting share of the Bank, subject to a “fit and proper” test based on the character and integrity of the applicant subject to any orders that may be issued by the Governor in Council. In addition, the holder of such a significant interest could not have “control in fact” of the Bank subject to any orders that may be issued by the Governor in Council.

## **MATERIAL CONTRACTS**

Neither the Bank nor the Guarantor LP has entered into any contracts outside the ordinary course of the Bank’s business which could materially affect the Bank’s obligations in respect of any Covered Bonds to be issued by the Bank other than, with respect to any Covered Bonds, the contracts described in “*Subscription and Sale and Transfer and Selling Restrictions*” and in “*Terms and Conditions of the Covered Bonds*” and “*Summary of the Principal Documents*”.

## RBC COVERED BOND GUARANTOR LIMITED PARTNERSHIP

### General

RBC Covered Bond Guarantor Limited Partnership (the “**Guarantor LP**”) is a limited partnership formed on October 5, 2007 and existing under the *Limited Partnership Act* (Ontario). The principal place of business of the Guarantor LP is 155 Wellington Street West, 14<sup>th</sup> Floor, Toronto, Ontario, Canada M5V 3K7 and the telephone contact number is +1 (416) 955-4393. The Guarantor LP has no subsidiaries. The Guarantor LP is governed by the Guarantor LP Agreement (see “*Summary of the Principal Document – Guarantor LP Agreement*”).

### Description of Limited Partnership

Pursuant to the terms of the *Limited Partnership Act* (Ontario), a limited partner in a limited partnership is liable for the liabilities, debts and obligations of the partnership, but only to the extent of the amount contributed by it or agreed to be contributed by it to the partnership, unless, in addition to exercising rights and powers as a limited partner, the limited partner takes part in the control of the business of the partnership. Subject to applicable law, limited partners will otherwise have no liability in respect of the liabilities, debts and obligations of the partnership. Each general partner will have unlimited liability for an obligation of the partnership unless the holder of such obligation agrees otherwise.

### Business of the Guarantor LP

The Guarantor LP is a special purpose vehicle whose only business is to provide services to the Bank in respect of the Programme by owning the Covered Bond Portfolio and entering into the Intercompany Loan Agreement and accepting Capital Contributions from its partners; using the proceeds from the Intercompany Loan and Capital Contributions (i) to purchase New Loans and their Related Security for the Covered Bond Portfolio pursuant to the terms of the Mortgage Sale Agreement; and/or (ii) to invest in Substitute Assets in an amount not exceeding the prescribed limit and Authorized Investments; and/or (iii) subject to complying with the Asset Coverage Test (as described below) to make Capital Distributions to the Limited Partner; and/or (iv) to make deposits of the proceeds in the Guarantor LP Accounts (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit); and/or (v) arranging for the servicing of the Loans and their Related Security by the Servicer; and/or (vi) entering into the Trust Deed, giving the Covered Bond Guarantee and entering into the Security Agreement; and/or (vii) entering into the Transaction Documents to which it is a party; and (viii) performing its obligations thereunder and in respect thereof and doing all things incidental or ancillary thereto.

The Guarantor LP has not, since its formation, engaged in, and will not, while there are Covered Bonds outstanding, engage in any material activities other than activities relating to the business of the Guarantor LP described above and/or incidental or ancillary thereto. The Guarantor LP and its general partners are not required by applicable Canadian law (including the *Limited Partnership Act* (Ontario)) to publish any financial statements.

The Guarantor LP has no employees.

### Partners of the Guarantor LP

The partners (the “**Partners**”) of the Guarantor LP are:

- RBC Covered Bond GP Inc., as the managing general partner (the “**Managing GP**”), a wholly owned subsidiary corporation of the Bank incorporated October 5, 2007 under the laws of Canada as a special purpose entity to be the managing general partner of the Guarantor LP, with its registered office at 200 Bay Street, 9<sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2J5;
- 6848320 Canada Inc., as the liquidation general partner (the “**Liquidation GP**”), a corporation incorporated September 28, 2007 under the laws of Canada as a special purpose entity to be the liquidation general partner of the Guarantor LP, with its registered office at 100 University Avenue, 9<sup>th</sup> Floor, North Tower, Toronto, Ontario, Canada M5J 2Y1; and
- The Bank, as the sole limited partner.

The Capital Contribution Balance of each of the Partners is recorded in the Capital Account Ledger. As of the date of this document, the Bank holds substantially all of the capital in the Guarantor LP with the Managing GP and the Liquidation GP each holding a nominal interest in the Guarantor LP.

Each of the Partners has covenanted in the Guarantor LP Agreement that, except as provided in the Transaction Documents, it will not sell, transfer, convey, create or permit to arise any security interest on, declare a trust over, create any beneficial interest in or otherwise dispose of its interest in the Guarantor LP without the prior written consent of the Guarantor LP and, while there are Covered Bonds outstanding, the Bond Trustee.

#### **Directors of the Partners of the Guarantor LP**

The following table sets out the directors of the Managing GP and the Liquidation GP (and their respective business addresses and occupations). For the directors of the Bank see “*Royal Bank of Canada – Directors*”, above.

#### **Directors of the Managing GP**

<b>Name</b>	<b>Business Address</b>	<b>Business Occupation</b>
James Salem	155 Wellington Street West 14 <sup>th</sup> Floor Toronto, Ontario Canada, M5V 3K7	Treasurer & Senior Vice President, Royal Bank of Canada
David Power	155 Wellington Street West 14 <sup>th</sup> Floor Toronto, Ontario Canada, M5V 3K7	Vice-President, Market Strategy & Execution, Royal Bank of Canada
Frank Lipka	155 Wellington Street West 14 <sup>th</sup> Floor Toronto, Ontario Canada, M5V 3K7	Chief Financial Officer and Chief Operating Officer, RBC Asset Management Inc.

Each of the directors of the Managing GP are officers and/or employees of the Bank.

#### **Directors of the Liquidation GP**

<b>Name</b>	<b>Business Address</b>	<b>Business Occupation</b>
Stuart Swartz	100 University Avenue, 9 <sup>th</sup> Floor, North Tower, Toronto, Ontario Canada, M5J 2Y1	Vice President, Corporate Trust, Computershare Trust Company of Canada
Stacie Moore	415-10 Discovery Ridge Close SW. Calgary, Alberta Canada, T3H 5X3	General Manager, Corporate Trust, Computershare Trust Company of Canada
David Power	Royal Bank Plaza, South Tower, 14 <sup>th</sup> Floor 200 Bay Street Toronto, Ontario Canada, M5J 2J5	Vice-President, Market Strategy & Execution, Royal Bank of Canada

Except for David Power, each of the directors of the Liquidation GP are independent of the Bank.

#### **Governance of the Guarantor LP**

Pursuant to the terms of the Guarantor LP Agreement, the Managing GP manages the business and affairs of the Guarantor LP, acts on behalf of the Guarantor LP, makes decisions regarding the business of the Guarantor LP and has the authority to bind the Guarantor LP in respect of any such decision. The Managing GP is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Guarantor LP, and to exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. The authority and power vested in the Managing GP to manage the business and affairs of the Guarantor LP includes all authority necessary or incidental to carry out the objects, purposes and business of the Guarantor LP, including the ability to engage agents to assist the Managing GP to carry out its management obligations and administrative functions in respect of the Guarantor LP and its business.

Except in certain limited circumstances (described below under “*Withdrawal or Removal of the General Partner*”), the Liquidation GP will not generally take part in managing the affairs and business of the Guarantor LP. However, the Liquidation GP’s consent will be required for a voluntary wind up or dissolution of the Guarantor LP.



Each of the Partners has agreed that it will not, for so long as there are Covered Bonds outstanding, terminate or purport to terminate the Guarantor LP or institute any winding-up, administration, insolvency or other similar proceedings against the Guarantor LP. The Partners have agreed, among other things, except as specifically otherwise provided in the Transaction Documents, not to demand or receive payment of any amounts payable by the Guarantor LP (or the Cash Manager on its behalf) or the Bond Trustee unless all amounts then due and payable by the Guarantor LP to all other creditors ranking higher in the relevant Priorities of Payment have been paid in full and the Limited Partner has waived any security interest it may be entitled to in the property of the Guarantor LP for so long as it is a limited partner of the Guarantor LP.

### **Potential Conflict of Interest**

All of the directors of the Managing GP and one of the three directors of the Liquidation GP are officers or employees of the Issuer; however, the Issuer and Guarantor LP believe that no material potential conflict of interest exists between any duties of these individuals (and the other directors of the Liquidation GP) to the Guarantor LP and their private interests or other duties.

### **Reimbursement of General Partners**

The Guarantor LP is obliged to reimburse the Managing GP and Liquidation GP for all out-of-pocket costs and expenses incurred on behalf of the Guarantor LP by the Managing GP or Liquidation GP in the performance of their duties under the Guarantor LP Agreement.

### **Liability of the Limited Partners of the Guarantor LP**

The Guarantor LP is required to operate in a manner so as to ensure, to the greatest extent possible, the limited liability of the limited partner(s). Limited partner(s) may lose their limited liability in certain circumstances. If limited liability is lost by reason of the negligence of the Managing GP or Liquidation GP, as the case may be, in performing its duties and obligations under the Guarantor LP Agreement, the Managing GP or the Liquidation GP, as applicable, shall indemnify the limited partner(s) against all claims arising from assertions that their respective liabilities are not limited as intended by the Guarantor LP Agreement. However, since the Managing GP and the Liquidation GP have no significant assets or financial resources, any indemnity from them may have nominal value.

### **Withdrawal or Removal of the General Partners**

The Managing GP or Liquidation GP may resign as managing general partner or liquidation general partner, as the case may be, on not less than 180 days' prior written notice to the Partners and the Bond Trustee, provided that neither the Managing GP nor Liquidation GP will resign if the effect would be to dissolve the Guarantor LP. In the event that the Liquidation GP resigns as liquidation general partner, the Managing GP shall use its best reasonable efforts to, without delay, find a replacement liquidation general partner acceptable to the limited partner(s) of the Guarantor LP and the Bond Trustee, to accept the role of liquidation general partner formerly held by Liquidation GP and acquire a general partner interest in the Guarantor LP.

In the event the Managing GP resigns, a Covered Bond Guarantee Activation Event occurs, or a winding-up or insolvency of the Managing GP occurs, the Managing GP shall forthwith, or in the case of resignation at the expiry of the notice period described above, cease to be the managing general partner of the Guarantor LP and the Liquidation GP shall assume the role and responsibilities (but not the interest in the Guarantor LP) of the Managing GP and continue the business of the Guarantor LP as Managing GP.

If at any time the Liquidation GP becomes the Managing GP pursuant to the foregoing, it may appoint a replacement Managing GP acceptable to the limited partner(s) of the Guarantor LP and the Bond Trustee to act as Managing GP and acquire a general partner interest in the Guarantor LP. Following the appointment of the replacement Managing GP pursuant to the foregoing, the replacement Managing GP shall have the powers, duties and responsibilities of the Managing GP of the Guarantor LP and the Liquidation GP shall resume its role, as it was, prior to the winding-up or insolvency of Managing GP.

## SUMMARY OF THE PRINCIPAL DOCUMENTS

### Trust Deed

The Trust Deed is the principal agreement governing the Covered Bonds. The Trust Deed contains provisions relating to, among other things:

- the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under “*Terms and Conditions of the Covered Bonds*” above);
- the covenants of the Issuer and the Guarantor LP;
- the terms of the Covered Bond Guarantee (as described below);
- the enforcement procedures relating to the Covered Bonds and the Covered Bond Guarantee;
- the appointment, powers and responsibilities of the Bond Trustee and the circumstances in which the Bond Trustee may resign, retire or be removed; and
- procedures for convening and holding meetings of Covered Bondholders to consider any matter affecting their interests, and for the appointment of a Chairman who in the case of an equality of votes has a casting vote in addition to any other vote(s) to which such person may be entitled.

### Covered Bond Guarantee

Under the terms of the Covered Bond Guarantee (contained in the Trust Deed) the Guarantor LP has agreed to, following the occurrence of a Covered Bond Guarantee Activation Event, unconditionally and irrevocably pay or procure to be paid to or to the order of the Bond Trustee (for the benefit of the holders of the Covered Bonds), an amount equal to that portion of the Guaranteed Amounts which shall become Due for Payment but would otherwise be unpaid, as of any Original Due for Payment Date, or, if applicable, Extended Due for Payment Date, by the Issuer. Under the Covered Bond Guarantee, the Guaranteed Amounts will become due and payable on any earlier date on which a Guarantor LP Acceleration Notice is served.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee will serve a Notice to Pay on the Guarantor LP. Payment by the Guarantor LP of the Guaranteed Amounts pursuant to the Covered Bond Guarantee will be made on the later of: (i) the day which is two London Business Days after service of a Notice to Pay on the Guarantor LP; or (ii) the day on which the Guaranteed Amounts are otherwise Due for Payment.

All payments of Guaranteed Amounts by or on behalf of the Guarantor LP will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by the laws, regulations or administrative practice of any jurisdiction. In the event such withholdings or deductions are so required, the Issuer (but not the Guarantor LP) shall (subject to customary exceptions) be required to pay such additional amounts as will result in the holders of Covered Bonds, Receipts or Coupons receiving such amounts as they would have received in respect of such Covered Bonds or Coupons had no such withholding or deduction been required.

Under the terms of the Covered Bond Guarantee, the Guarantor LP agrees that its obligations under the Covered Bond Guarantee will be as guarantor and will be absolute and unconditional, irrespective of, and unaffected by, any invalidity, irregularity or unenforceability of, or defect in, any provisions of the Trust Deed or the Covered Bonds or Receipts or Coupons or the absence of any action to enforce the same or the waiver, modification or consent by the Bond Trustee or any of the holders of the Covered Bonds, Receipts or Couponholders in respect of any provisions of the same or the obtaining of any judgment or decree against the Issuer or any action to enforce the same or any other circumstances which might otherwise constitute a legal or equitable discharge or defence of a Guarantor LP.

As consideration for providing the Covered Bond Guarantee, the Guarantor LP will be entitled to receive guarantee fees from the Issuer in accordance with the terms of the Covered Bond Guarantee. Any failure on the part of the Issuer to pay all or any part of the guarantee fees will not affect the obligations of the Guarantor LP under the Covered Bond Guarantee.

Subject to the grace period specified in Condition 7.02 of the Conditions, failure by the Guarantor LP to pay the Guaranteed Amounts when Due for Payment will result in a Guarantor LP Event of Default.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may receive Excess Proceeds. The Trust Deed provides that all Excess Proceeds

received by the Bond Trustee, will, as soon as practicable after receipt thereof by the Bond Trustee, be paid on behalf of the Holders of the Covered Bonds of the relevant Series to the Guarantor LP (or the Cash Manager on its behalf) for the account of the Guarantor LP. Such Excess Proceeds will be held in the Guarantor LP Accounts and will thereafter form part of the Security granted pursuant to the Security Agreement and be used by the Guarantor LP (or the Cash Manager on its behalf) in the same manner as all other moneys from time to time held by the Cash Manager and/or standing to the credit of the Guarantor LP in the Guarantor LP Accounts. Any Excess Proceeds received by the Bond Trustee will discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds, Receipts and Coupons (subject to restitution of the same if such Excess Proceeds will be required to be repaid by the Guarantor LP). However, the obligations of the Guarantor LP under the Covered Bond Guarantee are direct and, following the occurrence of a Covered Bond Guarantee Activation Event, unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds will not reduce or discharge any of such obligations.

By subscribing for Covered Bond(s), each holder of the Covered Bonds will be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Guarantor LP in the manner as described above.

### **Intercompany Loan Agreement**

The Intercompany Loan Agreement between the Bank and the Guarantor LP is the governing agreement with respect to the Intercompany Loan.

Under the terms of the Intercompany Loan Agreement, the Bank has made available to the Guarantor LP, on an unsecured basis, an interest-bearing intercompany loan (the “**Intercompany Loan**”), comprised of a guarantee loan (the “**Guarantee Loan**”) and a revolving demand loan (the “**Demand Loan**”), in a combined aggregate amount equal to the Total Credit Commitment, subject to increases and decreases as described below. Advances under the Intercompany Loan have been used to acquire Loans and their Related Security for the Covered Bond Portfolio, which substantially exceeds the requirements of the Asset Coverage Test for the outstanding Series of Covered Bonds issued under the Programme. The Intercompany Loan is denominated in Canadian dollars. The interest rate on the Intercompany Loan is a Canadian Dollar floating rate determined by the Bank from time to time, subject to a maximum of the floating rate under the Interest Rate Swap Agreement less the sum of a minimum spread and an amount for certain expenses of the Guarantor LP.

The Guarantee Loan is in an amount equal to the balance of outstanding Covered Bonds at any relevant time plus that portion of the Covered Bond Portfolio required as over-collateralization for the Covered Bonds to ensure that the Asset Coverage Test is met (see “*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*”). The Demand Loan is a revolving credit facility, the outstanding balance of which is equal to the difference between the balance of the Intercompany Loan and the balance of the Guarantee Loan at any relevant time. The balance of the Guarantee Loan and Demand Loan will fluctuate with the issuances and redemptions of Covered Bonds and the requirements of the Asset Coverage Test.

At any time prior to a Demand Loan Repayment Event, the Guarantor LP may re-borrow any amount repaid by the Guarantor LP under the Intercompany Loan for a permitted purpose provided, among other things: (i) such drawing does not result in the Intercompany Loan exceeding the Total Credit Commitment; (ii) no Issuer Event of Default or Guarantor Event of Default has occurred and is continuing. Unless otherwise agreed by the Bank, no further advances will be made to the Guarantor LP under the Intercompany Loan following the occurrence of a Demand Loan Repayment Event.

To the extent the Covered Bond Portfolio increases or is required to be increased to meet the Asset Coverage Test, the Bank may increase the Total Credit Commitment to enable the Guarantor LP to acquire additional Loans and their Related Security from the Seller.

The Demand Loan or any portion thereof is repayable on the first Business Day following 60 days after a demand therefor is served on the Guarantor LP, subject to a Demand Loan Repayment Event (see below) having occurred and the Asset Coverage Test being met on the date of repayment after giving effect to such repayment. At any time the Guarantor LP makes a repayment on the Demand Loan, in whole or in part, the Cash Manager will calculate the Asset Coverage Test, as of the date of repayment, to confirm the then outstanding balance on the Demand Loan and that the Asset Coverage Test will be met on the date of repayment after giving effect to such repayment.

If (i) the Bank is required to assign the Interest Rate Swap Agreement to a third party (due to a failure by the issuer to meet the ratings of the Rating Agencies specified in the Interest Rate Swap Agreement or otherwise); or (ii) an Issuer Event of Default has occurred, notice of an Issuer Acceleration Notice has been given to the Issuer and a Notice to Pay has been served on the Guarantor LP (each of (i) and (ii) above a “**Demand Loan Repayment Event**”), the Guarantor LP will be required to repay any amount of the Demand

Loan that exceeds the Demand Loan Contingent Amount on the first Guarantor LP Payment Date following 60 days after the occurrence of such Demand Loan Repayment Event. Following such Demand Loan Repayment Event, the Guarantor LP will be required to repay the full amount of the then outstanding Demand Loan on the date on which the Asset Percentage is calculated (whether or not such calculation is a scheduled calculation or a calculation made at the request of the Bank) provided that the Asset Coverage Test will be met on the date of repayment after giving effect to such repayment. For greater certainty, following an Issuer Event of Default the Asset Coverage Test will be conducted and the Asset Percentage calculated, solely for the purpose of determining the amount of the Demand Loan repayable on the relevant repayment date and that the Asset Coverage Test will be met after giving effect to any such repayment. In calculating the Asset Coverage Test following an Issuer Event of Default, the amount of any Excess Proceeds received by the Guarantor LP from the Bond Trustee will be deducted from the Adjusted Aggregate Loan Amount. For the purposes of the foregoing, the “**Demand Loan Contingent Amount**” will be equal to the lesser of:

- (a) the aggregate amount of the Intercompany Loan then outstanding, minus the aggregate amount of the Guarantee Loan then outstanding (as determined by an Asset Coverage Test run on the relevant repayment date); and
- (b) 1 per cent. of the amount of the Guarantee Loan then outstanding (as determined by an Asset Coverage Test run on the relevant repayment date),

provided, for greater certainty, that in calculating the amount of the Guarantee Loan and the Demand Loan for purposes of determining the Demand Loan Contingent Amount, no credit shall be given to the Guarantor LP in the Asset Coverage Test for any Excess Proceeds received by the Guarantor LP from the Bond Trustee.

The Guarantor LP may repay the principal on the Demand Loan in accordance with the Priorities of Payment and the terms of the Intercompany Loan Agreement, using (i) funds being held for the account of the Guarantor LP by its service providers and/or funds in the Guarantor LP Accounts; and/or, (ii) proceeds from the sale of Substitute Assets and/or Authorized Investments; and/or (iii) proceeds from the sale, pursuant to the Guarantor LP Agreement, of Loans and their Related Security to the Seller or to another person subject to a right of pre-emption on the part of the Seller. See “*Cashflows*”.

The Guarantor LP will be entitled to set off amounts paid by the Guarantor LP under the Covered Bond Guarantee first against any amounts (other than interest and principal) owing by the Guarantor LP to the Bank in respect of the Intercompany Loan Agreement, then against interest (including accrued interest) due and unpaid on the outstanding principal balance on the Intercompany Loan and then against the outstanding principal balance owing on the Intercompany Loan.

The Guarantor LP has used advances from the Intercompany Loan to purchase the Loans and their Related Security for the Covered Bond Portfolio from the Seller pursuant to the terms of the Mortgage Sale Agreement and may use additional advances (i) to purchase New Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement; and/or (ii) to invest in Substitute Assets in an amount not exceeding the prescribed limit; and/or (iii) subject to complying with the Asset Coverage Test to make Capital Distributions to the Limited Partner; and/or (iv) to make deposits of the proceeds in the Guarantor LP Accounts (including, without limitation, to fund the Reserve Fund to an amount not exceeding the prescribed limit) and make investments in Authorized Investments.

## **Mortgage Sale Agreement**

### ***The Seller***

Loans and their Related Security have been and may from time to time be sold by the Seller to the Guarantor LP on a fully-serviced basis pursuant to the terms of the Mortgage Sale Agreement entered into on the Programme Establishment Date by and among the Seller, the Guarantor LP and the Bond Trustee. The terms of such Mortgage Sale Agreement will apply (with necessary modification) to any Capital Contribution in Kind made by the Seller in its capacity as Limited Partner.

### ***Sale by the Seller of Loans and their Related Security***

The Covered Bond Portfolio consists of Loans and their Related Security sold for cash by the Seller to the Guarantor LP. From time to time the Guarantor LP may acquire New Loans and their Related Security from the Seller in the two circumstances described below.

- (a) *First*, the Guarantor LP may use the proceeds of the Intercompany Loan (which may be applied in whole or in part by the Guarantor LP) and/or Available Principal Receipts to acquire Loans and their Related Security from the Seller. As consideration for the sale of the Loans and their

Related Security to the Guarantor LP, the Seller will receive a cash payment equal to the fair market value of those Loans sold by it as at the relevant Transfer Date; and

- (b) *Second*, the Guarantor LP may receive Capital Contributions in Kind. As consideration for the sale by way of Capital Contributions of the Loans and their Related Security to the Guarantor LP, the Seller will receive an additional interest in the capital of the Guarantor LP equal to the fair market value of those Loans sold by it as at the relevant Transfer Date.

If Loans and their Related Security are sold by or on behalf of the Guarantor LP as described below under “*Guarantor LP Agreement – Sale of Loans and their Related Security at any time an Asset Coverage Test Breach Notice is outstanding or a Notice to Pay has been served on the Guarantor LP*”, the obligations of the Seller insofar as they relate to such Loans and their Related Security will cease to apply.

The Seller will also be required to repurchase Loans and their Related Security sold to the Guarantor LP in the circumstances described below under “*Repurchase of Loans*”.

### ***Eligibility Criteria***

The sale of Loans and their Related Security to the Guarantor LP is subject to various conditions (the “**Eligibility Criteria**”), (which are all subject to amendment and replacement from time to time provided Rating Agency Confirmation is received) being satisfied on the relevant Transfer Date, including that:

- (a) no Issuer Event of Default or Guarantor LP Event of Default under the Transaction Documents shall have occurred which is continuing as at the relevant Transfer Date;
- (b) the Guarantor LP, acting on the advice of the Cash Manager, is not aware, and could not reasonably be expected to be aware, that the purchase of the Loans and their Related Security, would adversely affect the then current ratings of the Covered Bonds by the Rating Agencies;
- (c) no Loan has a Current Balance of more than C\$3,000,000 as at the relevant Cut-off Date;
- (d) no Loan relates to a Property which is not a residential Property; and
- (e) no Loan constitutes a New Loan Type, in respect of which no Rating Agency Confirmation has been received by the Bond Trustee in accordance with the terms of the Mortgage Sale Agreement, that such Loan may be sold to the Guarantor LP.

On the relevant Transfer Date, the Representations and Warranties (described below in “– *Representations and Warranties*”) are given by the Seller in respect of the Loans and their Related Security sold by the Seller to the Guarantor LP.

If the Seller accepts an application from or makes an offer (which is accepted) to a Borrower for a Product Switch or Additional Loan Advance, then if the Eligibility Criteria referred to in paragraphs (c) and (d) above relating to the Loan subject to that Product Switch or Additional Loan Advance is not satisfied on the next following Calculation Date, the Guarantor LP is entitled to rectify such breach of the Eligibility Criteria by requiring the Seller to repurchase such Loan.

### ***Notice to Borrower of the sale, assignment and transfer of the Loans and their Related Security and registration of transfer of title to the Mortgages***

Legal title to the Mortgages related to the Loans sold, transferred and assigned by the Seller to the Guarantor LP pursuant to the terms of the Mortgage Sale Agreement remain registered in the name of the Seller and notice of the sale, transfer and assignment is not given to the Borrowers or, in respect of the Related Security, any relevant guarantor of any Borrower. Such notice and, where appropriate, the registration or recording in the appropriate land registry or land titles offices of the transfer by the Seller to the Guarantor LP of legal title to the Mortgages is deferred and will only take place in the circumstances described below.

Notice of the sale, assignment and transfer of the Loans and their Related Security and a direction to make all future repayments of the Loans to the Standby Account Bank for the account of the Guarantor LP will be sent by the Seller, or, as necessary, by the Guarantor LP (or the Servicer on behalf of the Guarantor LP) on behalf of the Seller (under a power of attorney granted by the Seller to the Guarantor LP pursuant to the terms of the Mortgage Sale Agreement), and where required, registration of the transfer of legal title to the Mortgages will be made in the appropriate land registry or land titles offices, on or before the 60<sup>th</sup> day following the earliest to occur of:

- (a) a Servicer Event of Default;
- (b) the occurrence of a Covered Bond Guarantee Activation Event;

- (c) the acceptance of any offer to sell Loans and their Related Security (only in respect of the Loans being sold and their Related Security) to any person who is not the Seller, unless otherwise agreed by the Purchaser and the Guarantor LP, with the consent of the Bond Trustee, which consent will not be unreasonably withheld; and
- (d) the Seller and/or the Guarantor LP being required: (a) by law; (b) by an order of a court of competent jurisdiction; or (c) by a regulatory authority which has jurisdiction over the Seller or by an organization whose members include mortgage lenders and with whose instructions it is customary for the Seller to comply; to effect such notice and registration.

Except where lodged with the relevant registry in relation to any registration or recording which may be pending, the Loan and Related Security Files relating to the Loans in the Covered Bond Portfolio will be held by or to the order of the Seller or the Servicer, as the case may be, or by solicitors or licensed conveyancers acting for the Seller in connection with the creation of the Loans and their Related Security. The Seller or the Servicer, as the case may be, has undertaken that all the Loan and Related Security Files relating to the Loans in the Covered Bond Portfolio which are at any time in their possession or under their control or held to their order are held to the order of the Bond Trustee or as the Bond Trustee may direct and the right, interest and title of the Guarantor LP to the Loans and their Related Security will be secured by an irrevocable power of attorney granted by the Seller, as of the Transfer Date, in favour of the Guarantor LP and the Bond Trustee in respect of the Loans and their Related Security.

### ***Representations and Warranties***

Neither the Guarantor LP nor the Bond Trustee has made or has caused to be made on its behalf any enquiries, searches or investigations in respect of the Loans and their Related Security to be sold to the Guarantor LP. Instead, each is relying entirely on the Representations and Warranties by the Seller contained in the Mortgage Sale Agreement. The parties to the Mortgage Sale Agreement may, with the prior written consent of the Bond Trustee (which shall be given if Rating Agency Confirmation has been received) amend the Representations and Warranties in the Mortgage Sale Agreement.

The material Representations and Warranties are as follows and are given on the relevant Transfer Date in respect of the Loans and their Related Security to be sold to the Guarantor LP only on that date and on the Calculation Date following the making of any Further Advance or Product Switch in respect of the Loan to which the Further Advance or Product Switch relates only:

- the Seller is the legal and beneficial owner of the Loans to be sold to the Guarantor LP, free and clear of any encumbrances, other than certain permitted encumbrances and upon each purchase, the Guarantor LP shall acquire a valid and enforceable first priority perfected beneficial ownership interest in the applicable Loans free and clear of any encumbrances, other than certain permitted encumbrances;
- each Loan was originated by the Seller in the ordinary course of business (and kept on its books for a minimum of one month prior to the Cut-off Date);
- the first payment due in respect of each Loan has been paid by the relevant Borrower;
- each Loan was originated in Canadian dollars and is denominated in Canadian dollars;
- no Loan has a Current Balance of more than C\$3,000,000 as at the relevant Cut-off Date;
- each Loan (other than those that are home equity lines of credit) has a remaining amortization period of less than 50 years as at the relevant Cut-off Date;
- prior to the making of each advance under a Loan, the Lending Criteria and all preconditions to the making of any Loan were satisfied in all material respects subject only to such exceptions as would be acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market;
- the Lending Criteria is consistent with the criteria that would be used by reasonable and prudent institutional mortgage lenders in the Seller's market;
- all of the Borrowers are individuals or have guarantees from individuals for the Loans (which guarantees and any security related to such guarantees are assignable and will be sold, transferred and assigned to the Guarantor LP as Related Security for the Loans in accordance with the terms of the Mortgage Sale Agreement);
- the whole of the Current Balance on each Loan is secured by a Mortgage over residential property;
- each Mortgage constitutes a valid first mortgage lien over the related Property, or is insured as a first priority lien, in each case subject to certain permitted encumbrances;

- the True Balance on each Loan (other than any agreement for Additional Loan Advances (if any) or any home equity lines of credit which is secured on the same Property as the Borrower's existing Loan and which may permit the Borrower to make further draws from time to time up to an amount fixed at the inception of the Loan and corresponding home equity line of credit) constitutes a legal, valid, binding and enforceable debt due to the Seller from the relevant Borrower and the terms of each Loan and its related Mortgage constitute valid and binding obligations of the Borrower enforceable in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity;
- other than (i) registrations in the appropriate land registry or land titles offices in respect of the sale, transfer and assignment of the relevant Loans from the Seller to the Guarantor LP effected by the Mortgage Sale Agreement, and (ii) the provision to Borrowers under the related Loans or the obligors under their Related Security of actual notice of the sale, transfer and assignment thereof to the Guarantor LP, all material filings, recordings, notifications, registrations or other actions under all applicable laws have been made or taken in each jurisdiction where necessary or appropriate (and where permitted by applicable law) to give legal effect to the sale, transfer and assignment of the Loans and their Related Security and the right to transfer servicing of such Loans as contemplated by the Mortgage Sale Agreement, and to validate, preserve, perfect and protect the Guarantor LP ownership interest in and rights to collect any and all of the related Loans being purchased on the relevant Transfer Date, including the right to service and enforce such Loans and their Related Security;
- there is no requirement in order for a sale, transfer and assignment of the Loans and their Related Security to be effective to obtain the consent of the Borrower to such sale, transfer or assignment and such sale, transfer and assignment shall not give rise to any claim by the Borrower against the Guarantor LP, the Bond Trustee or any of their successors in title or assigns;
- all of the Properties are in Canada;
- not more than 12 months (or a longer period as may be acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market) prior to the granting of each Loan, the Seller obtained information on the relevant Property from an independently maintained valuation model, acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market, or received a valuation report on the relevant Property, which would be, and the contents or confirmation, as applicable, of which, were such as would be, acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market or obtained such other form of valuation of the relevant Property which has received Rating Agency Confirmation;
- prior to the taking of Related Security (other than a re-mortgage) in respect of each Loan, the Seller instructed lawyers to conduct a search of title to the relevant Property and to undertake such other searches, investigations, enquiries and actions on behalf of the Seller as would be acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market or the Borrower was required as a condition to granting the relevant Loan to obtain title insurance in respect of the relevant Property from an insurer acceptable to reasonable and prudent institutional mortgage lenders in the Seller's market;
- each Loan contains a requirement that the relevant Property be covered by building insurance maintained by the Borrower or in the case of a leasehold property under a policy arranged by a relevant landlord or property management company;
- the Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records showing clearly all transactions, payments, receipts, proceedings and notices relating to such Loans;
- each Loan is not a Non-Performing Loan; and
- there are no governmental authorizations, approvals, licences or consents required as appropriate for the Seller to enter into or to perform its obligations under the Mortgage Sale Agreement or to make the Mortgage Sale Agreement legal, valid, binding, enforceable and admissible into evidence in a court of competent jurisdiction.

If New Loan Types are to be sold to the Guarantor LP, then the Representations and Warranties in the Mortgage Sale Agreement will be modified as required to accommodate these New Loan Types. The prior consent of the holders of the Covered Bonds to the requisite amendments will not be required. On each Transfer Date, the Guarantor LP shall be entitled to collections in respect of the Loans purchased on such Transfer Date during the period from the Cut-off Date to the Transfer Date.

### **Repurchase of Loans**

If the Seller receives a Loan Repurchase Notice from the Guarantor LP (or the Cash Manager on its behalf) identifying a Loan or its Related Security in the Covered Bond Portfolio which, as at the relevant Transfer Date or relevant Calculation Date (in the case of an Additional Loan Advance), (i) does not comply with the Representations and Warranties set out in the Mortgage Sale Agreement, or (ii) is subject to an adverse claim other than a Permitted Security Interest or arising through the Purchaser, which materially and adversely affects the interest of the Purchaser in such Loan or the value of the affected Loan, then the Seller will be required to repurchase: (a) any such Loan and its Related Security; and (b) any other Loan secured or intended to be secured by that Related Security or any part of it. The repurchase price payable upon the repurchase of any Loan is an amount (not less than zero) equal to the purchase price paid by the Guarantor LP for such Loan and its Related Security plus expenses as at the relevant repurchase date, less any amounts received from the Borrower since the Transfer Date in respect of principal on such Loan. The repurchase proceeds received by the Guarantor will be applied (other than Accrued Interest and Arrears of Interest) in accordance with the Pre-Acceleration Principal Priority of Payments (see “Cashflows” below).

### **Non-Performing Loans**

The Cash Manager will identify any Non-Performing Loans in the Covered Bond Portfolio and upon identification serve a Non-Performing Loans Notice on the Bank, the Servicer and the Asset Monitor. Non-Performing Loans will be attributed no weight in the Asset Coverage Test or the Amortization Test, as applicable.

### **General ability to repurchase**

Prior to the occurrence of an Issuer Event of Default, the Seller may from time to time offer to repurchase a Loan (or Loans) and their Related Security from the Guarantor LP for a purchase price of not less than the fair market value of the relevant Loan. The Guarantor LP may accept such offer at its discretion, provided that any such sale, will be subject to the Asset Coverage Test or Amortization Test, as applicable, being met on the date of such sale, after giving effect to the sale.

### **Right of pre-emption**

Under the terms of the Mortgage Sale Agreement, the Seller has a right of pre-emption in respect of any sale, in whole or in part, of Loans and their Related Security.

In connection with any sale of Loans and their Related Security by the Guarantor LP, except where such Loans and their Related Security are being sold to the Seller pursuant to an offer from the Seller, the Guarantor LP will serve on the Seller a Loan Offer Notice offering to sell Loans and their Related Security for an offer price equal to the greater of the fair market value of such Loans and the Adjusted Required Redemption Amount, subject to the offer being accepted by the Seller within ten Business Days.

At any time there is no Asset Coverage Test Breach Notice outstanding and no Covered Bond Guarantee Activation Event has occurred, it will be a condition to the Guarantor LP's right to sell Loans and their Related Security that the Asset Coverage Test or Amortization Test, as applicable, will be met on the date of such sale, after giving effect to the sale.

If an Issuer Event of Default has occurred but no liquidator or administrator has been appointed to the Seller, the Seller's right to accept the offer (and therefore its right of pre-emption) will be conditional upon the delivery by the Seller of a solvency certificate to the Guarantor LP and the Bond Trustee. If the Seller rejects the Guarantor LP's offer or fails to accept it in accordance with the foregoing, the Guarantor LP may offer to sell such Loans and their Related Security to other Purchasers (as described under “*Guarantor LP Agreement – Sale of Selected Loans and their Related Security at any time an Asset Coverage Test Breach Notice is outstanding or a Notice to Pay has been served on the Guarantor LP*”, below).

If the Seller validly accepts the Guarantor LP's offer to sell such Loans and their Related Security, the Guarantor LP will, within three Business Days of such acceptance, serve a Loan Repurchase Notice on the Seller. The Seller will sign and return a duplicate copy of such Loan Repurchase Notice and will repurchase from the Guarantor LP free from the Security created by the Security Agreement the relevant Loans and their Related Security (and any other Loan secured or intended to be secured by that Related Security or any part of it) referred to in the relevant Loan Repurchase Notice. Completion of the purchase of such Loans and their Related Security by the Seller will take place, upon satisfaction of any applicable conditions to the purchase and sale, on the first Guarantor LP Payment Date following receipt of the relevant Loan Repurchase Notice(s) or such other date as the Guarantor LP may direct in the Loan Repurchase Notice (provided that such date is not later than the earlier to occur of the date which is: (a) ten Business Days after returning the



Loan Repurchase Notice to the Guarantor LP; and (b) the Final Maturity Date of the Earliest Maturing Covered Bonds).

For the purposes hereof:

**“Adjusted Required Redemption Amount”** means the Canadian Dollar Equivalent of the Required Redemption Amount, plus or minus the Canadian Dollar Equivalent of any swap termination amounts payable under the Covered Bond Swap Agreement to or by the Guarantor LP in respect of the relevant Series of Covered Bonds less (where applicable) amounts held by the Cash Manager for and on behalf of the Guarantor LP and amounts standing to the credit of the Guarantor LP Accounts and the Canadian Dollar Equivalent of the principal balance of any Substitute Assets and/or any Authorized Investments (excluding all amounts to be applied on the next following Guarantor LP Payment Date to repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds) plus or minus any swap termination amounts payable by or to the Guarantor LP under the Interest Rate Swap Agreement.

**“Required Redemption Amount”** means, in respect of a Series of Covered Bonds, the amount calculated as follows:

the Principal Amount Outstanding of the relevant Series of Covered Bonds                      ×                      [1+ Negative Carry Factor X (days to maturity of the relevant Series of Covered Bonds/365)]

### ***Further drawings under Loans***

The Seller is solely responsible for funding all Further Advances, if any, in respect of Loans sold by the Seller to the Guarantor LP. The amount of the Intercompany Loan will increase by the amount of such funded Further Advances, provided that, if for any reason, the Intercompany Loan is not increased at any relevant time such amount shall be deemed to constitute a Capital Contribution by the Seller and the Seller's interest, as a limited partner in the Guarantor LP, shall be increased by such amount.

### ***Authorized Underpayments***

In the event that the Servicer permits a Borrower to make an Authorized Underpayment, the Seller of such Loan will be required to pay to the Guarantor LP an amount equal to the unpaid interest associated with that Authorized Underpayment and the amount of any such payment representing capitalized interest in respect of that Authorized Underpayment shall constitute a Cash Capital Contribution by the Seller to the Guarantor LP.

### ***New Sellers***

In the future, any New Seller that wishes to sell loans and their Related Security to the Guarantor LP will accede to, *inter alios*, the Mortgage Sale Agreement. The sale of New Loans and their Related Security by New Sellers to the Guarantor LP will be subject to certain conditions, including the following:

- each New Seller accedes to the terms of the Guarantor LP Agreement as a Limited Partner (with such subsequent amendments as may be agreed by the parties thereto) so that it has, in relation to those New Loans and their Related Security to be sold by the relevant New Seller, substantially the same rights and obligations as the Seller had in relation to those Loans and their Related Security comprised in the Covered Bond Portfolio under the Guarantor LP Agreement;
- each New Seller accedes to the terms of the Mortgage Sale Agreement (with such subsequent amendments as may be agreed by the parties thereto) or enters into a new mortgage sale agreement with the Guarantor LP and the Bond Trustee, in each case so that it has, in relation to those New Loans and their Related Security to be sold by the relevant New Seller, substantially the same rights and obligations as the Seller had in relation to those Loans and their Related Security comprised in the Covered Bond Portfolio under the Mortgage Sale Agreement;
- each New Seller accedes to the Dealership Agreement and enters into such other documents as may be required by the Bond Trustee and/or the Guarantor LP (acting reasonably) to give effect to the addition of a New Seller to the transactions contemplated under the Programme;
- any New Loans and their Related Security sold by a New Seller to the Guarantor LP comply with the Eligibility Criteria set out in the Mortgage Sale Agreement;
- either the Servicer services the New Loans and their Related Security sold by a New Seller on the terms set out in the Servicing Agreement (with such subsequent amendments as may be

agreed by the parties thereto) or the New Seller (or its nominee) enters into a servicing agreement with the Guarantor LP and the Bond Trustee which sets out the servicing obligations of the New Seller (or its nominee) in relation to the New Loans and their Related Security and which is on terms substantially similar to the terms set out in the Servicing Agreement (in the event the New Loans and their Related Security are not purchased on a fully serviced basis, the servicing agreement shall set out fees payable to the Servicer or the New Seller (or its nominee) acting as servicer of such New Loans and their Related Security which may be determined on the date of the accession of the New Seller to the Programme);

- the Bond Trustee is satisfied that any accession of a New Seller to the Programme will not prejudice the Asset Coverage Test; and
- the Bond Trustee is satisfied that the accession of a New Seller to the Programme is not materially prejudicial to holders of the Covered Bonds and has received a Rating Agency Confirmation in relation thereto.

If the above conditions are met, the consent of holders of the Covered Bonds will not be required or obtained to the accession of a New Seller to the Programme.

### **Servicing Agreement**

Pursuant to the terms of the Servicing Agreement between the Guarantor LP, the Servicer, the Seller, the Cash Manager and the Bond Trustee, the Servicer has agreed to service on behalf of the Guarantor LP the Loans and their Related Security sold by the Seller to the Guarantor LP in the Covered Bond Portfolio.

The Servicer is required to administer the Loans in accordance with the Servicing Agreement:

- (a) as if the Loans and their Related Security sold by the Seller to the Guarantor LP had not been sold to the Guarantor LP but remained with the Seller; and
- (b) in accordance with the Seller's administration, arrears and enforcement policies and procedures forming part of the Servicer's policy from time to time as they apply to those Loans.

The Servicer's actions in servicing the Loans in accordance with its procedures will be binding on the Guarantor LP and the Secured Creditors.

The Servicer has the power to exercise the rights, powers and discretions and to perform the duties of the Guarantor LP in relation to the Loans and their Related Security that it is servicing pursuant to the terms of the Servicing Agreement, and to do anything which it reasonably considers necessary or convenient or incidental to the administration of those Loans and their Related Security.

### ***Undertakings of the Servicer***

Pursuant to the terms of the Servicing Agreement, the Servicer has undertaken in relation to those Loans and their Related Security in the Covered Bond Portfolio that it is servicing, among other things, to:

- keep records and accounts on behalf of the Guarantor LP in relation to the Loans;
- keep the Loan and Related Security Files in its possession or under its control in safe custody and maintain records necessary to enforce each Mortgage and to provide the Guarantor LP and the Bond Trustee with access to the Loan and Related Security Files and other records relating to the administration of the Loans and their Related Security;
- maintain a register in respect of the Covered Bond Portfolio;
- make available upon request to the Guarantor LP and the Bond Trustee a report on a monthly basis containing information about the Loans and their Related Security comprised in the Covered Bond Portfolio;
- assist the Cash Manager in the preparation of a monthly asset coverage report in accordance with the Cash Management Agreement;
- take all reasonable steps to recover all sums due to the Guarantor LP, including instituting proceedings and enforcing any relevant Loan or Mortgage using the discretion of reasonable and prudent institutional mortgage lenders in the Seller's market in applying the enforcement procedures forming part of the Seller's policy; and
- enforce any Loan which is in default in accordance with the Seller's enforcement procedures or, to the extent that such enforcement procedures are not applicable having regard to the nature of the default in question, with the usual procedures undertaken by reasonable and prudent institutional mortgage lenders in the Seller's market on behalf of the Guarantor LP.

The Servicer undertakes that, on the Servicer being assigned a rating on its unsecured, unguaranteed and unsubordinated debt obligations by the Rating Agencies below the ratings specified in the Servicing Agreement, the Servicer and the Bond Trustee will use reasonable efforts to enter into a new or a master servicing agreement (in such form as the Guarantor LP and the Bond Trustee may reasonably require) with a third party within 60 days under which such third party will undertake the servicing obligations in relation to the Covered Bond Portfolio. In connection with the foregoing, upon entering into the new or master servicing agreement with such third party, the Servicer or replacement Servicer, as agreed between the parties to the Servicing Agreement, will (on behalf of the Guarantor LP) deliver notice of the sale, assignment and transfer of the Loans and their Related Security and direct Borrowers to make all future repayments on the Loans to the Standby Account Bank for the account of the Guarantor LP.

### ***Setting of variable rate and other discretionary rates and margins***

Pursuant to the terms of the Mortgage Sale Agreement and in accordance with Mortgage Conditions applicable to certain Loans, the Seller has prescribed policies relating to interest rate setting, arrears management and handling of complaints which the Guarantor LP (and any subsequent purchaser thereof) will be required to adhere to following the transfer of Loans and their Related Security. Such arrears management and handling of complaints policies are consistent with those to be applied by the Servicer under the terms of the Servicing Agreement. The interest rate setting policy specified in the Mortgage Sale Agreement is only applicable to Loans with interest rates which may be varied from time to time in the discretion of the lender under the relevant Loan.

In addition to the undertakings described above, the Servicer has also undertaken in the Servicing Agreement to determine and set the variable rate and any other discretionary rates and margins in relation to any applicable Loans in the Covered Bond Portfolio for which the Guarantor LP is entitled to set the variable rate and any other discretionary rates and margins pursuant to the terms of such Loans. The Servicer shall set such rates and margins in accordance with the policy to be adhered to by the Guarantor LP above, at such times as the Guarantor LP would be entitled to set such rates and margins, except in the limited circumstances described below, when the Guarantor LP will be entitled to set such rates and margins. The Servicer will not at any time prior to the earlier of (i) the occurrence of a Covered Bond Guarantee Activation Event, and/or (ii) a Servicer Event of Default having occurred, without the prior consent of the Guarantor LP, set or maintain any such discretionary rates or margins at rates or margins which are higher than (although they may be lower than or equal to) the applicable then prevailing discretionary rates or margins of the Seller for loans owned by the Seller which have a similarly determined variable rate or margin to the relevant Loan in the Covered Bond Portfolio sold by the Seller to the Guarantor LP.

In particular, the Servicer will determine on each Calculation Date, having regard to:

- (a) the income which the Guarantor LP would expect to receive during the next succeeding Guarantor LP Payment Period (the relevant Guarantor LP Payment Period);
- (b) any discretionary rates and margins in respect of the Loans which the Servicer proposes to set under the Servicing Agreement for the relevant Guarantor LP Payment Period; and
- (c) the other resources available to the Guarantor LP including the Interest Rate Swap Agreement, the Covered Bond Swap Agreement and the Reserve Fund,

whether the Guarantor LP would receive an amount of income during the relevant Guarantor LP Payment Period which, when aggregated with the funds otherwise available to it, is less than the amount which is the aggregate of (1) the amount of interest which would be payable (or provisioned to be paid) under the Covered Bond Guarantee on each Guarantor LP Payment Date falling at the end of the relevant Guarantor LP Payment Period and amounts which would be payable (or provisioned to be paid) to the Covered Bond Swap Provider under the Covered Bond Swap Agreement in respect of all Covered Bonds on each Guarantor LP Payment Date of each Series of Covered Bonds falling at the end of the relevant Guarantor LP Payment Period and (2) the other senior expenses payable by the Guarantor LP ranking in priority thereto in accordance with the relevant Priorities of Payment applicable prior to a Guarantor LP Event of Default.

If the Servicer determines that there will be a shortfall in the foregoing amounts, it will give written notice to the Guarantor LP and the Bond Trustee, within one Business Day, of the amount of the shortfall. If the Guarantor LP or the Bond Trustee notifies the Servicer and the Bank that, having regard to the obligations of the Guarantor LP and the amount of the shortfall, further Loans and their Related Security should be sold to the Guarantor LP, the Bank will use all reasonable efforts to ensure that the obligations of the Guarantor LP for such period will be met. This may include, making advances under the Intercompany Loan, selling Loans and their Related Security to the Guarantor LP or making a Capital Contribution on or before the next Calculation Date in amounts and with rates or margins, as applicable, sufficient to avoid such shortfall on future Calculation Dates.

In addition, the Servicer will determine on each Calculation Date following an Issuer Event of Default, having regard to the aggregate of:

- (a) any discretionary rate or margin, in respect of the Loans which the Servicer proposes to set under the Servicing Agreement for the relevant Guarantor LP Payment Period; and
  - (b) the other resources available to the Guarantor LP under the Interest Rate Swap Agreement,
- whether the Guarantor LP would receive an aggregate amount of interest on the Loans sufficient to pay the full amounts payable under the Interest Rate Swap Agreement during the relevant Guarantor LP Payment Period (the “**Post Issuer Event of Default Yield Shortfall Test**”).

If the Servicer determines that the Post Issuer Event of Default Yield Shortfall Test will not be met, it will give written notice to the Guarantor LP and the Bond Trustee, prior to the Guarantor LP Payment Date immediately following such Calculation Date, of the amount of the shortfall and the rates or margins, for any discretionary rates or margins which the Guarantor LP is entitled to set with respect to Loans in the Covered Bond Portfolio pursuant to the terms of such Loans, which in the Servicer’s opinion, need to be set in order for no shortfall to arise, and the Post Issuer Event of Default Yield Shortfall Test to be met, having regard to the date(s) on which the change to such discretionary rates or margins would take effect and at all times acting in accordance with the standards of reasonable and prudent institutional mortgage lenders in the Seller’s market. If the Guarantor LP or the Bond Trustee notifies the Servicer that, having regard to the obligations of the Guarantor LP, such discretionary rates or margins should be increased, the Servicer or replacement Servicer, as the case may be, will take all steps which are necessary to increase such discretionary rates or margins including publishing any notice which is required in accordance with the Mortgage Terms.

The Guarantor LP and the Bond Trustee may terminate the authority of the Servicer to determine and set any such discretionary rates or margins on the occurrence of a Servicer Event of Default as defined under “– *Removal or resignation of the Servicer*”, in which case the Guarantor LP and the Bond Trustee will agree to appoint the replacement Servicer to set such discretionary rates or margins itself in the manner described above.

#### ***Removal or resignation of the Servicer***

The Guarantor LP and the Bond Trustee may, upon written notice to the Servicer, terminate the Servicer’s rights and obligations immediately (unless otherwise specified below) if any of the following events (each a “**Servicer Termination Event**” and, each of the first three events set out below, a “**Servicer Event of Default**”) occurs:

- the Servicer’s unsecured, unguaranteed and unsubordinated debt obligations are assigned a rating from the Rating Agencies below the ratings specified in the Servicing Agreement and the Servicer does not obtain a Rating Agency Confirmation by, for example, taking certain remedial measures which may include providing collateral for or arranging for its obligations under the Servicing Agreement to be guaranteed by an entity with rating(s) required by the relevant Rating Agencies, or taking such other action as it may agree with the relevant Rating Agencies;
- the Servicer defaults in the payment of any amount due to the Guarantor LP under the Servicing Agreement and fails to remedy that default for a period of three Business Days after the earlier of the Servicer becoming aware of the default and receipt by the Servicer of written notice from the Bond Trustee or the Guarantor LP requiring the same be remedied;
- the Servicer fails to comply with any of its other obligations under the Servicing Agreement which failure in the opinion of the Bond Trustee is materially prejudicial to holders of the Covered Bonds and does not remedy that failure within the earlier of 20 Business Days after becoming aware of the failure and receipt by the Servicer of written notice from the Bond Trustee or the Guarantor LP requiring the same be remedied;
- an Insolvency Event occurs in relation to the Servicer or any credit support provider, and certain insolvency-related events in respect of the Guarantor LP or the merger of the Servicer without an assumption of the obligations under the Servicing Agreement; or
- the Guarantor LP resolves that the appointment of the Servicer should be terminated.

Subject to the fulfillment of a number of conditions, the Servicer may voluntarily resign by giving not less than 12 months’ notice to the Bond Trustee and the Guarantor LP provided that a substitute servicer qualified to act as such with a management team with experience of administering mortgages in Canada has been appointed and enters into a servicing agreement with the Guarantor LP substantially on the same terms as the Servicing Agreement, except as to fees. The resignation of the Servicer is conditional on the resignation having no adverse effect on the then current ratings of the Covered Bonds unless the holders of the Covered Bonds agree otherwise by Extraordinary Resolution.

If the appointment of the Servicer is terminated, the Servicer must deliver the Loan and Related Security Files relating to the Loans in the Covered Bond Portfolio administered by it to, or at the direction of, the Guarantor LP. The Servicing Agreement will terminate at such time as the Guarantor LP has no further interest in any of the Loans or their Related Security sold to the Guarantor LP and serviced under the Servicing Agreement that have been comprised in the Covered Bond Portfolio.

The Servicer may sub-contract or delegate the performance of its duties under the Servicing Agreement provided that it meets conditions as set out in the Servicing Agreement. The Servicer has made arrangements for the subcontracting of certain administrative services to be provided by the Servicer under the Servicing Agreement and has obtained the required consents from the Bond Trustee and the Guarantor LP and delivered notices to the Rating Agencies for such subcontracting in accordance with the terms of the Servicing Agreement. In connection with entering into such arrangements, the sub-contractor has waived any security interest it may obtain in the Covered Bond Portfolio, provided a release of liability in favour of the Guarantor LP and the Bond Trustee among others and acknowledged it will hold all Loan and Related Security Files to the order of the Guarantor LP and Bond Trustee, in accordance with the terms of the Servicing Agreement.

The Bond Trustee will not be obliged to act as Servicer in any circumstances.

### **Asset Monitor Agreement**

Under the terms of the Asset Monitor Agreement between the Asset Monitor, the Guarantor LP, the Cash Manager and the Bond Trustee, the Asset Monitor has agreed, subject to due receipt of the information to be provided by the Cash Manager to the Asset Monitor, to carry out arithmetic testing of, and report on the arithmetic accuracy of, the calculations performed by the Cash Manager annually and more frequently in certain circumstances with a view to confirming that the Asset Coverage Test or the Amortization Test, as applicable, is met on any relevant Calculation Date.

If the ratings of the unsecured, unguaranteed and unsubordinated debt obligations of the Cash Manager or the Issuer by the Rating Agencies fall below the ratings specified in the Asset Monitor Agreement or if an Asset Coverage Test Breach Notice has been served and has not been revoked, the Asset Monitor will, subject to receipt of the relevant information from the Cash Manager, be required to carry out such arithmetic testing and report on such arithmetic accuracy following each Calculation Date and, following a determination by the Asset Monitor of any errors in the calculations performed by the Cash Manager such that the Asset Coverage Test has been failed on the applicable Calculation Date (where the Cash Manager had recorded it as being satisfied) or the Adjusted Aggregate Loan Amount or the Amortization Test Aggregate Loan Amount is mis-stated by an amount exceeding 1 per cent. of the Adjusted Aggregate Loan Amount or the Amortization Test Aggregate Loan Amount, as applicable, (as at the date of the relevant Asset Coverage Test or the relevant Amortization Test), the Asset Monitor will be required to conduct such arithmetic tests and report on such arithmetic accuracy following each Calculation Date for a period of six months thereafter. The role of the Asset Monitor shall be limited to conducting arithmetic tests to test the arithmetic accuracy of the calculations of Cash Manager.

The Asset Monitor is entitled, in the absence of manifest error, to assume that all information provided to it by the Cash Manager for the purpose of reporting on the arithmetic accuracy is true and correct and not misleading and is not required to report as such or otherwise take steps to verify the accuracy of any such information. The Asset Monitor Report will be delivered to the Cash Manager, the Guarantor LP, the Issuer and the Bond Trustee.

The Guarantor LP will pay to the Asset Monitor a fee per report (exclusive of GST), equal to the amount set out in the Asset Monitor Agreement from time to time, for the reports to be performed by the Asset Monitor.

The Guarantor LP may, at any time, only with the prior written consent of the Bond Trustee, terminate the appointment of the Asset Monitor by giving at least 60 days' prior written notice to the Asset Monitor, and the Asset Monitor may, at any time, resign by giving at least 60 days' prior written notice (and immediately if continuing to perform its obligations under the Asset Monitor Agreement becomes unlawful or conflicts with independence or professional rules applicable to the Asset Monitor) to the Guarantor LP and the Bond Trustee.

Upon giving notice of resignation, the Asset Monitor will use reasonable efforts to assist the Guarantor LP in appointing a replacement Asset Monitor approved by the Bond Trustee (such approval to be granted by the Bond Trustee if the replacement is an accounting firm of national standing which agrees to perform the duties (or substantially similar duties) of the Asset Monitor set out in the Asset Monitor Agreement). If a replacement is not appointed by the date which is 30 days prior to the date when tests are to be carried out in accordance with the terms of the Asset Monitor Agreement, then the Guarantor LP will use all reasonable

efforts to appoint an accounting firm of national standing to carry out the relevant tests on a one-off basis, provided that notice of such appointment is given to the Bond Trustee.

The Bond Trustee will not be obliged to act as Asset Monitor in any circumstances.

### **Guarantor LP Agreement**

The general and limited partners of the Guarantor LP have agreed to operate the business of the Guarantor LP in accordance with the terms of the Guarantor LP Agreement between the Managing GP, as managing general partner, the Liquidation GP, as liquidation general partner, and the Bank, as Limited Partner, together with such other persons as may become partners of the Guarantor LP and the Bond Trustee.

### **General Partner and Limited Partners of the Guarantor LP**

The Managing GP is the managing general partner and the Liquidation GP is the liquidation general partner and the Bank is the sole limited partner of the Guarantor LP. The Partners have the duties and obligations, rights, powers and privileges specified in the *Limited Partnership Act* (Ontario) and pursuant to the terms of the Guarantor LP Agreement.

No new limited partner may be otherwise appointed, and no new general partner may be added or general partner replaced without the consent of the Limited Partner and, while there are Covered Bonds outstanding, the Bond Trustee, and receipt by the Issuer and/or the Bond Trustee of Rating Agency Confirmation.

### **Capital Contributions**

Each of the Managing GP and the Liquidation GP hold 99 per cent. and 1 per cent. respectively of the 0.05 per cent. general partner interest. The Limited Partner holds the substantial economic interest in the Guarantor LP (approximately 99.95 per cent.). The Limited Partner may from time to time make additional Capital Contributions. Such Capital Contributions may be Cash Capital Contributions or Capital Contributions in Kind. In the case of the latter, the Limited Partner will have an additional interest in the capital of the Guarantor LP equal to the fair market value of those Loans sold by it as at the Transfer Date recorded in the Capital Account Ledger.

### **New Limited Partners**

In the future, any person that wishes to become a New Limited Partner will, subject to the following paragraph, require the consent of the Limited Partner and the Bond Trustee and be required to accede to the Mortgage Sale Agreement and any other Transaction Documents to which the Limited Partner is a party and deliver such other agreements and provide such other assurances as may be required by the Guarantor LP and/or the Bond Trustee (acting reasonably). Subject to compliance with the foregoing, the consent of the Covered Bondholders will not be required to the accession of a New Limited Partner to the Guarantor LP.

The Limited Partner may assign all or some portion of its interest in the Guarantor LP to any Subsidiary by giving written notice of such assignment to the Guarantor LP and the Bond Trustee, and the assignee of such interest acceding to the Guarantor LP Agreement. Any such assignment shall not relieve the Limited Partner of its obligations under the Guarantor LP Agreement or require the consent of the General Partners, Bond Trustee, the holders of the Covered Bonds or, if applicable, any other Limited Partner.

### **Capital Distributions**

Provided the Asset Coverage Test or the Amortization Test, as applicable, will be met after giving effect to any Capital Distribution, the Managing GP, may from time to time, in its discretion, make Capital Distributions to the Partners. Pursuant to the terms of the Guarantor LP Agreement distributions to the Liquidation GP will be limited to an amount which may be less than the Liquidation GP's *pro rata* interest in the Guarantor LP.

### **Asset Coverage Test**

Under the terms of the Trust Deed, the Guarantor LP (or the Cash Manager or Asset Monitor on its behalf) must ensure that on each Calculation Date, the Adjusted Aggregate Loan Amount is in an amount at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated at the relevant Calculation Date.

If on any Calculation Date, the Adjusted Aggregate Loan Amount is less than the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds as calculated at the relevant Calculation Date, then the Guarantor LP (or the Cash Manager on its behalf) will notify the Partners and the Bond Trustee thereof. The Bank will use all reasonable efforts to ensure that the Asset Coverage Test is met. This may include making advances under the Intercompany Loan, selling New Loans and their Related Security to the Guarantor LP or making a Capital Contribution on or before the next Calculation Date in amounts and with rates or margins, as applicable, sufficient to avoid such shortfall on future Calculation Dates. If the Adjusted Aggregate Loan Amount is less than the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of all Covered Bonds on the next following Calculation Date, the Asset Coverage Test will be breached and the Guarantor LP (or the Cash Manager on its behalf) will serve an Asset Coverage Test Breach Notice on the Partners and the Bond Trustee. The Asset Coverage Test Breach Notice will be revoked if the Asset Coverage Test is satisfied on the next Calculation Date following service of an Asset Coverage Test Breach Notice provided no Covered Bond Guarantee Activation Event has occurred.

At any time there is an Asset Coverage Test Breach Notice outstanding:

- (a) the Guarantor LP may be required to sell Randomly Selected Loans (as described further under “*Guarantor LP Agreement – Sale of Loans and their Related Security following service of an Asset Coverage Test Breach Notice or service of a Notice to Pay on the Guarantor LP*”); and
- (b) prior to the occurrence of a Covered Bond Guarantee Activation Event, the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments will be modified as more particularly described in “*Allocation and distribution of Available Revenue Receipts and Available Principal Receipts when an Asset Coverage Test Breach Notice is outstanding but no Covered Bond Guarantee Activation Event has occurred*” below.

If an Asset Coverage Test Breach Notice has been served and not revoked on or before the Guarantor LP Payment Date immediately following the Calculation Date after service of such Asset Coverage Test Breach Notice, then an Issuer Event of Default will occur and the Bond Trustee will be entitled (and, in certain circumstances may be required) to serve an Issuer Acceleration Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee will be required to serve a Notice to Pay on the Guarantor LP.

For the purposes hereof:

“**Adjusted Aggregate Loan Amount**” means the amount calculated as at each Calculation Date as follows:

$$A+B+C+D-Z$$

where,

A = the lower of (i) and (ii), where:

- (i) = the sum of the “**LTV Adjusted True Balance**” of each Loan in the Covered Bond Portfolio, which shall be the lower of (1) the actual True Balance of the relevant Loan in the Covered Bond Portfolio on such Calculation Date, and (2) the Latest Valuation relating to that Loan multiplied by M (where for all Loans that are less than three months in arrears or not in arrears, M = 80 per cent. (or such higher percentage as may be agreed by the Rating Agencies with respect to insured Loans) and for all Non-Performing Loans M = 0),

*minus*

the aggregate sum of the following deemed reductions to the aggregate LTV Adjusted True Balance of the Loans in the Covered Bond Portfolio if any of the following occurred during the previous Calculation Period:

- (1) a Loan or its Related Security was, in the immediately preceding Calculation Period, in breach of the Representations and Warranties contained in the Mortgage Sale Agreement or subject to any other obligation of the Seller to repurchase the relevant Loan and its Related Security, and in each case the Seller has not repurchased the Loan or Loans of the relevant Borrower and its or their Related Security to the extent required by the terms of the Mortgage Sale Agreement. In

this event, the aggregate LTV Adjusted True Balance of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced by an amount equal to the LTV Adjusted True Balance of the relevant Loan or Loans on such Calculation Date of the relevant Borrower; and/or

- (2) the Seller, in any preceding Calculation Period, was in breach of any other material warranty under the Mortgage Sale Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate LTV Adjusted True Balance of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced, by an amount equal to the resulting financial loss incurred by the Guarantor LP in the immediately preceding Calculation Period (such financial loss to be calculated by the Cash Manager without double counting and to be reduced by any amount paid (in cash or in kind) to the Guarantor LP by the Seller to indemnify the Guarantor LP for such financial loss);

AND

- (ii) = the aggregate "**Asset Percentage Adjusted True Balance**" of the Loans in the Covered Bond Portfolio which in relation to each Loan shall be the lower of (1) the actual True Balance of the relevant Loan on such Calculation Date, and (2) the Latest Valuation relating to that Loan multiplied by N (where for all Loans that are less than three months in arrears or not in arrears, N = 1 and for all Non-Performing Loans N = 0);

*minus*

the aggregate sum of the following deemed reductions to the aggregate Asset Percentage Adjusted True Balance of the Loans in the Covered Bond Portfolio if any of the following occurred during the previous Calculation Period:

- (1) a Loan or its Related Security was, in the immediately preceding Calculation Period, in breach of the Representations and Warranties contained in the Mortgage Sale Agreement or subject to any other obligation of the Seller to repurchase the relevant Loan and its Related Security, and in each case the Seller has not repurchased the Loan or Loans of the relevant Borrower and its or their Related Security to the extent required by the terms of the Mortgage Sale Agreement. In this event, the aggregate Asset Percentage Adjusted True Balance of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced by an amount equal to the Asset Percentage Adjusted True Balance of the relevant Loan or Loans on such Calculation Date of the relevant Borrower; and/or
- (2) the Seller, in any preceding Calculation Period, was in breach of any other material warranty under the Mortgage Sale Agreement and/or the Servicer was, in the immediately preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate Asset Percentage Adjusted True Balance of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Guarantor LP in the immediately preceding Calculation Period (such financial loss to be calculated by the Cash Manager without double counting and to be reduced by any amount paid (in cash or in kind) to the Guarantor LP by the Seller to indemnify the Guarantor LP for such financial loss),

*the result of the calculation in this paragraph (ii) being multiplied by the Asset Percentage (as defined below); and*

- (iii) With respect to any such calculations, any Loan included in the Covered Bond Portfolio secured on a Property which also secures one or more other Loans included in the Covered Bond Portfolio, any breach of the Loan Representations and Warranties in respect of one such Loan will be deemed to be a breach in respect of all such Loans in the Covered Bond Portfolio secured on the same Property;

B = the aggregate amount of any Principal Receipts on the Loans in the Covered Bond Portfolio up to such Calculation Date (as recorded in the Principal Ledger) which have not been applied as at such Calculation Date to acquire further Loans and their Related Security or otherwise applied in accordance with the Guarantor LP Agreement and/or the other Transaction Documents;

C = the aggregate amount of any Cash Capital Contributions made by the Partners (as recorded in the Capital Account Ledger for each Partner of the Guarantor LP) or proceeds advanced under the Intercompany Loan Agreement which have not been applied as at such



Calculation Date to acquire further Loans and their Related Security or otherwise applied in accordance with the Guarantor LP Agreement and/or the other Transaction Documents;

- D = the aggregate outstanding principal balance of any Substitute Assets and/or Authorized Investments, as applicable;
- Z = the weighted average remaining maturity expressed in years of all Covered Bonds then outstanding multiplied by the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds *multiplied by* the Negative Carry Factor where the “**Negative Carry Factor**” is (i) .5 per cent.] if the weighted average margin of the interest rate payable on the Covered Bonds is less or equal to .1 per cent. per annum or (ii) .5 per cent. plus that margin minus .1 per cent., if that margin is greater than .1 per cent. per annum (provided that if the weighted average remaining maturity is less than one, the weighted average shall be deemed, for the purposes of this calculation, to be one).

“**Asset Percentage**” means 97 per cent. or such lesser percentage figure as necessary to ensure that there is sufficient credit enhancement to, in connection with any other factors considered in the various methodologies of the Rating Agencies, maintain the initial rating assigned to the Covered Bonds of any Series by each Rating Agency, provided that the Asset Percentage will not be less than 90 per cent. unless otherwise agreed by the Issuer (and following an Issuer Event of Default, the Guarantor LP for the purposes of making certain determinations in respect of the Intercompany Loan). If at any time the Asset Percentages that would be required, in connection with any other factors considered in the various methodologies of the Rating Agencies, to maintain the initial rating assigned to the Covered Bonds of any Series by the Rating Agencies are not the same, the lowest such figure will be applied as the Asset Percentage.

The Asset Percentage will be determined by the Managing GP (or the Cash Manager on its behalf) in accordance with the terms of the Guarantor LP Agreement, and in accordance with the various methodologies of the Rating Agencies, prior to the Guarantor LP Payment Date immediately following the Calculation Date falling in February, May, August and November of each year and on such other date as the Bank may request following the date on which the Bank is required to assign the Interest Rate Swap Agreement to a third party, on the basis of the values of the Loans in the Covered Bond Portfolio as at such Calculation Date (being such values for the Loans on the Calculation Date in January, April, July or October, as applicable) taking the Loans in the Covered Bond Portfolio as a whole or on the basis of a sample of Randomly Selected Loans in the Covered Bond Portfolio.

#### **Amortization Test**

The Guarantor LP will use all reasonable efforts to ensure that on each Calculation Date following service of a Notice to Pay on the Guarantor LP (but prior to service of a Guarantor LP Acceleration Notice) that the Amortization Test Aggregate Loan Amount will be in an amount at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date.

Following service of a Notice to Pay on the Guarantor LP, if on any Calculation Date the Amortization Test Aggregate Loan Amount is less than the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date, then the Amortization Test will be deemed to be breached and a Guarantor LP Event of Default will occur. The Guarantor LP, the Cash Manager or the Asset Monitor, as the case may be, will immediately and in any event prior to the Guarantor LP Payment Date immediately following such Calculation Date, notify the Guarantor LP, the Issuer, and the Bond Trustee (while Covered Bonds are outstanding) of any breach of the Amortization Test and the Bond Trustee will be entitled to serve a Guarantor LP Acceleration Notice in accordance with the Conditions.

The “**Amortization Test Aggregate Loan Amount**” will be calculated as at each Calculation Date as follows:

$$A+B+C-Z$$

where,

- A = the aggregate “**Amortization Test True Balance**” of each Loan, which shall be the lower of (1) the actual True Balance of the relevant Loan as calculated on such Calculation Date and (2) the Latest Valuation multiplied by M (where for all the Loans that are less than three months in arrears or not in arrears M = 80 per cent. (or such higher percentage as may be agreed by the Rating Agencies with respect to insured Loans) and or for all the Non-Performing Loans M = 0);
- B = the sum of the amount of any cash standing to the credit of the Guarantor LP Accounts (excluding any Revenue Receipts received in the immediately preceding Calculation Period);

- C = the aggregate outstanding principal balance of any Substitute Assets and/or Authorized Investments, as applicable; and
- Z = the weighted average remaining maturity of all Covered Bonds then outstanding *multiplied by* the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds *multiplied by* the Negative Carry Factor.

***Sale of Loans and their Related Security at any time an Asset Coverage Test Breach Notice is outstanding or a Notice to Pay has been served on the Guarantor LP***

At any time an Asset Coverage Test Breach Notice is outstanding or a Notice to Pay has been served on the Guarantor LP, but prior to service of a Guarantor LP Acceleration Notice on the Guarantor LP, the Guarantor LP may be obliged to sell Loans and their Related Security in the Covered Bond Portfolio in accordance with the Guarantor LP Agreement (as described below), subject to the rights of pre-emption enjoyed by the Seller to buy the Loans and their Related Security pursuant to the terms of the Mortgage Sale Agreement and subject to additional advances on the Intercompany Loan and any Cash Capital Contribution made by the Limited Partner. The proceeds from any such sale or refinancing will be credited to the GIC Account and applied as set out in the Priorities of Payments (see “Cashflows” below).

***Method of sale of Loans and their Related Security***

If the Guarantor LP is required to sell Loans and their Related Security to Purchasers following either the service of an Asset Coverage Test Breach Notice (if not revoked) or a Notice to Pay on the Guarantor LP, the Guarantor LP will be required to ensure that before offering Loans for sale:

- (a) the Loans and their Related Security being sold are Randomly Selected Loans; and
- (b) the Loans have an aggregate True Balance in an amount (the “**Required True Balance Amount**”) which is as close as possible to the amount calculated as follows:
  - (i) following the Service of an Asset Coverage Test Breach Notice (but prior to service of a Notice to Pay on the Guarantor LP), such amount that would ensure that, if the Loans were sold at their True Balance, the Asset Coverage Test would be satisfied on the next Calculation Date taking into account the payment obligations of the Guarantor LP on the Guarantor LP Payment Date following that Calculation Date (assuming for this purpose that the Asset Coverage Test Breach Notice is not revoked on the next Calculation Date); or
  - (ii) following service of a Notice to Pay on the Guarantor LP:

$$N \times \frac{\text{True Balance of all the Loans in the Covered Bond Portfolio}}{\text{the Canadian Dollar Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding}}$$

where “N” is an amount equal to the Canadian Dollar Equivalent of the Required Redemption Amount of the Earliest Maturing Covered Bonds less amounts standing to the credit of the Guarantor LP Accounts and the principal amount of any Substitute Assets and/or Authorized Investments (excluding all amounts to be applied on the next following Guarantor LP Payment Date to repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds).

The Guarantor LP will offer the Loans and their Related Security for sale to Purchasers for the best price reasonably available but in any event:

- (a) following the service of an Asset Coverage Test Breach Notice (but prior to the service of a Notice to Pay on the Guarantor LP), for an amount not less than the True Balance of the Loans; and
- (b) following service of a Notice to Pay on the Guarantor LP, for an amount not less than the Adjusted Required Redemption Amount.

Following the service of a Notice to Pay on the Guarantor LP, if the Loans and their Related Security have not been sold (in whole or in part) in an amount equal to the Adjusted Required Redemption Amount by the date which is six months prior to, as applicable, if the Covered Bonds are not subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the Final Maturity Date or, if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the

Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto), then the Guarantor LP will offer the Loans for sale for the best price reasonably available notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.

The Guarantor LP will through a tender process appoint a portfolio manager of recognized standing on a basis intended to incentivize the portfolio manager to achieve the best price for the sale of the Loans (if such terms are commercially available in the market) to advise it in relation to the sale of the Loans to Purchasers (except where the Seller is buying the Loans in accordance with their right of pre-emption in the Mortgage Sale Agreement). The terms of the agreement giving effect to the appointment in accordance with such tender will be approved by the Bond Trustee.

In respect of any sale or refinancing of Loans and their Related Security at any time an Asset Coverage Test Breach Notice is outstanding or a Notice to Pay has been served on the Guarantor LP, the Guarantor LP will instruct the portfolio manager to use all reasonable efforts to procure that Loans are sold as quickly as reasonably practicable (in accordance with the recommendations of the portfolio manager) taking into account the market conditions at that time and the scheduled repayment dates of the Covered Bonds and the terms of the Guarantor LP Agreement.

The terms of any sale and purchase agreement with respect to the sale of Loans (which will give effect to the recommendations of the portfolio manager) will be subject to the prior written approval of the Bond Trustee. The Bond Trustee will not be required to release the Loans from the Security unless the conditions relating to the release of the Security (as described under – *Security Agreement – Release of Security*, below) are satisfied.

Following the service of a Notice to Pay on the Guarantor LP, if Purchasers accept the offer or offers from the Guarantor LP so that some or all of the Loans will be sold prior to the next following Final Maturity Date or, if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the next following Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds, then the Guarantor LP will, subject to the foregoing paragraph, enter into a sale and purchase agreement with the relevant Purchasers which will require among other things a cash payment from the relevant Purchasers. Any such sale will not include any Representations and Warranties from the Guarantor LP in respect of the Loans and the Related Security unless expressly agreed by the Bond Trustee or otherwise agreed with the Seller.

#### ***Covenants of the General Partner and Limited Partner of the Guarantor LP***

Each of the Partners covenants that, subject to the terms of the Transaction Documents, it will not sell, transfer, convey, create or permit to arise any security interest on, declare a trust over, create any beneficial interest in or otherwise dispose of its interest in the Guarantor LP without the prior written consent of the Managing GP and, while the Covered Bonds are outstanding, the Bond Trustee.

The Guarantor LP covenants that it will not, save with the prior written consent of the Limited Partner (and, for so long as any Covered Bonds are outstanding, the consent of the Bond Trustee) or as envisaged by the Transaction Documents:

- (a) have an interest in a bank account;
- (b) have any employees, premises or subsidiaries;
- (c) acquire any material assets;
- (d) sell, exchange, deal with or grant any option, present or future right to acquire any of the assets or undertakings of the Guarantor LP or any interest therein or thereto;
- (e) enter into any contracts, agreements or other undertakings;
- (f) incur any indebtedness or give any guarantee or indemnity in respect of any such indebtedness;
- (g) create or permit to subsist any security interest over the whole or any part of the assets or undertakings, present or future of the Guarantor LP;
- (h) change the name or business of the Guarantor LP or do any act in contravention of, or make any amendment to, the Guarantor LP Agreement;
- (i) do any act which makes it impossible to carry on the ordinary business of the Guarantor LP, including winding up the Guarantor LP;
- (j) compromise, compound or release any debt due to it;
- (k) commence, defend, consent to a judgment, settle or compromise any litigation or other claims relating to it or any of its assets;

- (l) permit a person to become a general or limited partner (except in accordance with the terms of the Guarantor LP Agreement); or
- (m) consolidate or merge with another person.

### ***Limit on investing in Substitute Assets***

At any time that no Asset Coverage Test Breach Notice is outstanding and prior to a Notice to Pay having been served on the Guarantor LP, the Guarantor LP will be permitted to hold Substitute Assets provided that the aggregate value of the Substitute Assets does not at any time exceed an amount equal to 10 per cent. of the total assets of the Guarantor LP and provided that investments in Substitute Assets are made in accordance with the terms of the Cash Management Agreement and subject to the applicable Priority of Payments. For greater certainty, amounts standing to the credit of the Guarantor LP in any Guarantor LP Account and invested in Authorized Investments will not constitute Substitute Assets.

At any time an Asset Coverage Test Breach Notice is outstanding or a Covered Bond Guarantee Activation Event has occurred, the Substitute Assets held by or on behalf of the Guarantor LP must be sold as quickly as reasonably practicable with proceeds credited to the GIC Account and/or invested in Authorized Investments.

There is no limit on the amounts that the Guarantor LP will be entitled to invest in Authorized Investments.

### ***Other Provisions***

The allocation and distribution of Revenue Receipts, Principal Receipts and all other amounts received by the Guarantor LP is described under “*Cashflows*” below.

For so long as any Covered Bonds are outstanding, each of the Partners has agreed that it will not terminate or purport to terminate the Guarantor LP or institute any winding-up, administration, insolvency or other similar proceedings against the Guarantor LP. Furthermore, each of the Partners have agreed, among other things, except as otherwise specifically provided in the Transaction Documents not to demand or receive payment of any amounts payable to such Partners by the Guarantor LP (or the Cash Manager on its behalf) or the Bond Trustee unless all amounts then due and payable by the Guarantor LP to all other creditors ranking higher in the relevant Priorities of Payments have been paid in full.

Each of the Partners will be responsible for the payment of its own tax liabilities and will be required to indemnify the other from any liabilities which they incur as a result of the relevant partner’s non-payment.

Following the appointment of a liquidator to any partner, any decisions of the Guarantor LP that are reserved to the Partners or a unanimous decision of the Partners in the Guarantor LP Agreement will be made by the Partner(s) not in liquidation only.

### ***Cash Management Agreement***

The Cash Manager has agreed to provide certain cash management services to the Guarantor LP pursuant to the terms of the Cash Management Agreement between the Guarantor LP, the Bank in its capacities as the Cash Manager, Seller and Servicer and the Bond Trustee.

The Cash Manager’s services include but are not limited to:

- (a) maintaining the Ledgers on behalf of the Guarantor LP;
- (b) collecting the Revenue Receipts and the Principal Receipts from the Servicer and distributing and/or depositing the Revenue Receipts and the Principal Receipts in accordance with the Priorities of Payment described under “*Cashflows*”, below;
- (c) determining whether the Asset Coverage Test is satisfied on each Calculation Date in accordance with the Guarantor LP Agreement, as more fully described under “*Credit Structure – Asset Coverage Test*”;
- (d) determining whether the Amortization Test is satisfied on each Calculation Date following an Issuer Event of Default and Service of a Notice to Pay in accordance with the Guarantor LP Agreement, as more fully described under “*Credit Structure – Amortization Test*”, below; and
- (e) preparation of Investor Reports in respect of the Covered Bonds for the Bond Trustee and the Rating Agencies and as otherwise specified in the applicable Final Terms.

In the event of a downgrade in the ratings of the unsecured, unsubordinated and unguaranteed debt obligations of the Cash Manager by the Rating Agencies below a level specified in the Cash Management

Agreement, the Cash Manager will be required to direct the Servicer to deposit all Revenue Receipts and Principal Receipts received by the Servicer directly into the GIC Account.

In the event of a further downgrade in the ratings of the unsecured, unsubordinated and unguaranteed debt obligations of the Cash Manager by the Rating Agencies below a level specified in the Cash Management Agreement, the Cash Manager will be required to assign the Cash Management Agreement to a third party service provider acceptable to the Bond Trustee and for which Rating Agency Confirmation has been received. In addition to the foregoing, the Guarantor LP and the Bond Trustee will, in certain circumstances, each have the right to terminate the appointment of the Cash Manager in which event the Guarantor LP will appoint a substitute (the identity of which will be subject to the Bond Trustee's written approval). Any substitute cash manager will have substantially the same rights and obligations as the Cash Manager (although the fee payable to the substitute cash manager may be higher).

### **Interest Rate Swap Agreement**

To provide a hedge against possible variances in the rates of interest payable on the Loans in the Covered Bond Portfolio (which may, for instance, include variable rates of interest or fixed rates of interest) and the interest amounts payable on the Intercompany Loan and (following the occurrence of a Covered Bond Guarantee Activation Event) the Covered Bond Swap Agreement the Guarantor LP has entered into the Interest Rate Swap Agreement with the Interest Rate Swap Provider. The Guarantor LP and the Interest Rate Swap Provider have agreed to swap the amount of interest received by the Guarantor LP from Borrowers in exchange for an amount sufficient to pay the interest payable on the Intercompany Loan and, following a Covered Bond Guarantee Activation Event, the amounts payable by the Guarantor LP under the Covered Bond Swap Agreement, in each case plus a certain amount for expenses.

The monthly amount received by the Guarantor LP under the Interest Rate Swap Agreement is equal to the monthly amount of interest payable on the Intercompany Loan and (following the occurrence of a Covered Bond Guarantee Activation Event) the Covered Bond Swap Agreement, plus an amount for certain expenses of the Guarantor LP.

The Interest Rate Swap Agreement will terminate (unless terminated earlier by an Interest Rate Swap Early Termination Event) on the earlier of:

- (a) the Final Maturity Date for the final Tranche or Series of Covered Bonds then outstanding (provided that the Issuer has not given prior written notice to the Interest Rate Swap Provider and the Guarantor LP that it intends to issue additional Covered Bonds following such date) or, if the Guarantor LP notifies the Interest Rate Swap Provider, prior to the Final Maturity Date for such final Tranche or Series of Covered Bonds then outstanding, of the inability of the Guarantor LP to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount in respect of such final Tranche or Series of Covered Bonds then outstanding, the final Interest Payment Date on which an amount representing the Final Redemption Amount for such final Tranche or Series of Covered Bonds then outstanding is paid (but in any event not later than the Extended Due for Payment Date for such Tranche or Series of Covered Bonds);
- (b) the date designated therefor by the Bond Trustee and notified to the Interest Rate Swap Provider and the Guarantor LP for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefor in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 7.03;
- (c) the date on which the notional amount under the Interest Rate Swap Agreement reduces to zero (as a result of the reduction for the amount of any Early Redemption Amount paid pursuant to Condition 7.02 in respect of the final Tranche or Series of Covered Bonds then outstanding or any Final Redemption Amount paid pursuant to Condition 6.01 in respect of the final Tranche or Series of Covered Bonds then outstanding following the Final Maturity Date for such Tranche or Series of Covered Bonds, provided in each case that the Issuer has not given prior written notice to the Interest Rate Swap Provider that it intends to issue additional Covered Bonds following such date); and
- (d) the date of redemption pursuant to Conditions 6.02 or 6.16 in respect of any final Tranche or Series of Covered Bonds then outstanding (provided that the Issuer has not given prior written notice to the Interest Rate Swap Provider that it intends to issue additional Covered Bonds following such date).

The Interest Rate Swap Agreement may also be terminated in certain other circumstances (each referred to as an "**Interest Rate Swap Early Termination Event**"), including:

- at the option of any party to the Interest Rate Swap Agreement, if there is a failure by the other party to pay any amounts due under the Interest Rate Swap Agreement (for the avoidance of

doubt, no such failure to pay by the Guarantor LP will entitle the Interest Rate Swap Provider to terminate the Interest Rate Swap Agreement, if such failure is due to the assets available at such time to the Guarantor LP being insufficient to make the required payment in full);

- at the option of the Guarantor LP, in the event that the ratings of the unsecured, unsubordinated and unguaranteed debt obligations of the Interest Rate Swap Provider, or any credit support provider, as applicable, by the Rating Agencies are downgraded by the Rating Agencies below the ratings of the Rating Agencies specified in the Interest Rate Swap Agreement and the Interest Rate Swap Provider does not obtain a Rating Agency Confirmation by, for example, taking certain remedial measures which may include providing collateral for or arranging for its obligations under the Interest Rate Swap Agreement to be guaranteed by an entity with rating(s) required by the relevant Rating Agencies, or taking such other action as it may agree with the relevant Rating Agencies; and
- upon the occurrence of the insolvency of the Interest Rate Swap Provider, or any credit support provider and certain insolvency-related events in respect of the Guarantor LP, or the merger of the Interest Rate Swap Provider without an assumption of the obligations under the Interest Rate Swap Agreement.

Upon the termination of the Interest Rate Swap Agreement pursuant to an Interest Rate Swap Early Termination Event, the Guarantor LP or the Interest Rate Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the Interest Rate Swap Agreement.

If withholding taxes are imposed on payments made by the Interest Rate Swap Provider under the Interest Rate Swap Agreement, the Interest Rate Swap Provider will always be obliged to gross up these payments. If withholding taxes are imposed on payments made by the Guarantor LP to the Interest Rate Swap Provider under the Interest Rate Swap Agreement, the Guarantor LP shall not be obliged to gross up those payments.

The Interest Rate Swap Agreement is in the form of an ISDA Master Agreement, including a schedule and confirmation thereto and credit support annex, if applicable.

Under the Interest Rate Swap Agreement, the Guarantor LP's obligations are limited in recourse to the Charged Property. The Interest Rate Swap Agreement is governed by and construed in accordance with English Law. Any future Interest Rate Swap Agreement entered into by the Guarantor LP may be governed by Ontario Law or English Law, as specified in the Interest Rate Swap Agreement.

### **Covered Bond Swap Agreement**

To provide a hedge against currency and/or other risks, in respect of amounts received by the Guarantor LP under the Interest Rate Swap Agreement and amounts payable in respect of its obligations under the Covered Bond Guarantee, the Guarantor LP has entered into the Covered Bond Swap Agreement with the Covered Bond Swap Provider, and has and may from time to time enter into a new schedule and confirmation(s) for each Tranche and/or Series of Covered Bonds issued at the time such Covered Bonds are issued. The Covered Bond Swap Provider and the Guarantor LP have agreed to swap Canadian dollar floating rate amounts received by the Guarantor LP under the Interest Rate Swap Agreement (described above) into the exchange rate specified in the Covered Bond Swap Agreement relating to the relevant Tranche or Series of Covered Bonds to hedge certain currency and/or other risks in respect of amounts received by the Guarantor LP under the Interest Rate Swap Agreement and amounts payable or that may become payable in respect of its obligations under the Covered Bond Guarantee. No cash flows will be exchanged under the Covered Bond Swap Agreement unless and until a Covered Bond Guarantee Activation Event has occurred.

If prior (i) to the Final Maturity Date in respect of the relevant Series or Tranche of Covered Bonds, or (ii) any Interest Payment Date or the Extended Due for Payment Date following a deferral of the Due for Payment Date to the Extended Due for Payment Date by the Guarantor LP pursuant to Condition 6.01 (if an Extended Due for Payment Date is specified as applicable in the Final Terms for a Series of Covered Bonds and the payment of the Final Redemption Amount or any part of it by the Guarantor LP under the Covered Bond Guarantee is deferred pursuant to Condition 6.01), the Guarantor LP notifies the Covered Bond Swap Provider (pursuant to the terms of the Covered Bond Swap Agreement) of the amount in the Specified Currency to be paid by such Covered Bond Swap Provider on such Final Maturity Date or Interest Payment Date thereafter (such amount being equal to the Final Redemption Amount or the relevant portion thereof payable by the Guarantor LP on such Final Maturity Date or Interest Payment Date under the Covered Bond Guarantee in respect of the relevant Series or Tranche of Covered Bonds), then the Covered Bond Swap Provider will pay the Guarantor LP such amount and the Guarantor LP will pay the Covered Bond Swap Provider the Canadian Dollar Equivalent of such amount. Further, if on any day an Early Redemption Amount is payable pursuant to Condition 7.02, the Covered Bond Swap Provider will pay the Guarantor LP

such Amount (or the relevant portion thereof) and the Guarantor LP will pay the Covered Swap Provider the Canadian Dollar Equivalent thereof, following which the notional amount of the Covered Bond Swap Agreement will reduce accordingly.

The Covered Bond Swap Agreement will (unless terminated earlier by a Covered Bond Swap Early Termination Event) terminate in respect of any relevant Tranche or Series of Covered Bonds, on the earlier of:

- (a) the Final Maturity Date for, or if earlier, the date of redemption in whole of, such Series of Covered Bonds or, if the Guarantor LP notifies the Covered Bond Swap Provider, prior to the Final Maturity Date for such Tranche or Series of Covered Bonds, of the inability of the Guarantor LP to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount in respect of such Tranche or Series of Covered Bonds, the final Interest Payment Date on which an amount representing the Final Redemption Amount for such Tranche or Series of Covered Bonds is paid (but in any event not later than the Extended Due for Payment Date for such Tranche or Series of Covered Bonds); and
- (b) the date designated therefor by the Bond Trustee and notified to the Covered Bond Swap Provider and the Guarantor LP for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefor in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 7.03.

The Covered Bond Swap Agreement may also be terminated in certain other circumstances (each referred to as a “**Covered Bond Swap Early Termination Event**”), including:

- at the option of any party to the Covered Bond Swap Agreement, if there is a failure by the other party to pay any amounts due under the Covered Bond Swap Agreement (for the avoidance of doubt, no such failure to pay by the Guarantor LP will entitle the Covered Bond Swap Provider to terminate the Covered Bond Swap Agreement, if such failure is due to the assets available at such time to the Guarantor LP being insufficient to make the required payment in full);
- at the option of the Guarantor LP, in the event that the ratings of the unsecured, unsubordinated and unguaranteed debt obligations of the Covered Bond Swap Provider, or any credit support provider, as applicable, by the Rating Agencies are downgraded by the Rating Agencies below the ratings of the Rating Agencies specified in the Covered Bond Swap Agreement and the Covered Bond Swap Provider does not obtain a Rating Agency Confirmation by, for example, taking certain remedial measures which may include providing collateral for or arranging for its obligations under the Covered Bond Swap Agreement to be guaranteed by an entity with rating(s) required by the relevant Rating Agencies, or taking such other action as it may agree with the relevant Rating Agencies; and
- upon the occurrence of the insolvency of the Covered Bond Swap Provider or any credit support provider, and certain insolvency-related events in respect of the Guarantor LP or the merger of the Covered Bond Swap Provider without an assumption of the obligations under the Covered Bond Swap Agreement.

Upon the termination of the Covered Bond Swap Agreement pursuant to a Covered Bond Swap Early Termination Event, the Guarantor LP or the Covered Bond Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the Covered Bond Swap Agreement.

Any termination payment made by the Covered Bond Swap Provider to the Guarantor LP in respect of the Covered Bond Swap Agreement will first be used to the extent necessary (prior to the occurrence of a Guarantor LP Event of Default and service of a Guarantor LP Acceleration Notice) to pay a replacement Covered Bond Swap Provider to enter into a replacement Covered Bond Swap with the Guarantor LP, unless a replacement Covered Bond Swap Agreement has already been entered into on behalf of the Guarantor LP. Any premium received by the Guarantor LP from a replacement Covered Bond Swap Provider entering into a Covered Bond Swap Agreement will first be used to make any termination payment due and payable by the Guarantor LP with respect to the Covered Bond Swap Agreement, unless such termination payment has already been made or behalf of the Guarantor LP.

Swap Collateral Excluded Amounts, if applicable, will be paid to the Covered Bond Swap Provider directly and not via the Priorities of Payments.

If withholding taxes are imposed on payments made by the Covered Bond Swap Provider to the Guarantor LP under the Covered Bond Swap Agreement, the Covered Bond Swap Provider will always be obliged to gross up those payments. If withholding taxes are imposed on payments made by the Guarantor LP to the Covered Bond Swap Provider under the Covered Bond Swap Agreement, the Guarantor LP will not be obliged to gross up those payments.

The Covered Bond Swap Agreement is in the form of an ISDA Master Agreement, including a schedule and confirmation and credit support annex, if applicable, in relation to each particular Tranche or Series of Covered Bonds, as the case may be.

Under the Covered Bond Swap Agreement, the Guarantor LP's obligations are limited in recourse to the Charged Property. To the extent that the Guarantor LP is unable to make any payment in full under the Covered Bond Swap Agreement due to its assets being insufficient to make such payment in full, the Covered Bond Swap Provider's payment obligations will ratably reduce. The Covered Bond Swap Agreement may be governed by, and construed in accordance with English law or Ontario law, as specified in the relevant schedule to the Covered Bond Swap Agreement entered into at the time the Covered Bonds are issued.

### **Bank Account Agreement**

Pursuant to the terms of the Bank Account Agreement between the Guarantor LP, the Account Bank, the GIC Provider, the Cash Manager and the Bond Trustee, the Guarantor LP will maintain with the Account Bank the accounts described below, which will be operated in accordance with the Cash Management Agreement, the Guarantor LP Agreement and the Security Agreement:

- (a) the GIC Account into which amounts may be deposited by the Guarantor LP (including, following the occurrence of an Issuer Event of Default which is not cured within the applicable grace period, all amounts received from Borrowers in respect of Loans in the Covered Bond Portfolio). On each Guarantor LP Payment Date as applicable, amounts required to meet the Guarantor LP's various creditors and amounts to be distributed to the Partners under the Guarantor LP Agreement will be transferred to the Transaction Account (to the extent maintained); and
- (b) the Transaction Account (to the extent maintained) into which, amounts may be deposited by the Guarantor LP prior to their transfer to the GIC Account. Moneys standing to the credit of the Transaction Account will be transferred on each Guarantor LP Payment Date and applied by the Cash Manager in accordance with the Priorities of Payments described below under "*Cashflows*".

If the unsecured, unsubordinated and unguaranteed debt obligations of the Account Bank cease to be rated by the Rating Agencies above the ratings specified in the Bank Account Agreement, then within 30 Business Days of such occurrence either:

- the GIC Account and the Transaction Account (to the extent maintained) will be required to be closed and all amounts standing to the credit thereof transferred to accounts held with the Standby Account Bank; or
- the Account Bank will obtain an unconditional and unlimited guarantee of its obligations under the Bank Account Agreement from a satisfactorily rated financial institution, provided that Rating Agency Confirmation has been received within 30 Business Days of such downgrade.

### **Standby Bank Account Agreement**

Pursuant to the terms of the Standby Bank Account Agreement between the Guarantor LP, the Standby Account Bank, the Standby GIC Provider, the Cash Manager and the Bond Trustee, the Standby Account Bank will open and maintain a standby GIC account (the "**Standby GIC Account**") and standby transaction account (the "**Standby Transaction Account**") in the name of the Guarantor LP following delivery by the Guarantor LP (or the Cash Manager on its behalf) of a standby account bank notice (the "**Standby Account Bank Notice**") to the Standby Account Bank.

Pursuant to the terms of the Cash Management Agreement, the Cash Manager will deliver a Standby Account Bank Notice to the Standby Account Bank if the funds held in the GIC Account and the Transaction Account (to the extent maintained) are required to be transferred to the Standby Account Bank pursuant to the terms of the Bank Account Agreement or the Bank Account Agreement is terminated for any reason.

The Standby Bank Account Agreement provides that the Standby GIC Account and the Standby Transaction Account, when opened, will be subject to the security interest in favour of the Bond Trustee (for itself and on behalf of the Other Secured Creditors) granted under the Security Agreement and that payments of amounts owing to the Standby Account Bank in respect of fees or otherwise shall be subject to the relevant Priorities of Payment set out in the Guarantor LP Agreement and the Security Agreement.

The Standby Bank Account Agreement further provides that if the ratings of the unsecured, unsubordinated and unguaranteed debt obligations of the Standby Account Bank by the Rating Agencies fall



below the ratings for the Standby Account Bank specified in the Standby Bank Account Agreement, then within 30 Business Days of such occurrence either:

- the Standby GIC Account and the Standby Transaction Account (to the extent maintained) will be required to be closed and all amounts standing to the credit thereof transferred to accounts held with a satisfactorily rated bank; or
- the Account Bank will obtain an unconditional and unlimited guarantee of its obligations under the Standby Bank Account Agreement from a satisfactorily rated financial institution,

in each case, provided that Rating Agency Confirmation has been received in respect of the substitute bank or credit enhancement provider within 30 Business Days of such downgrade.

References in this document to the GIC Account or the Transaction Account include, unless otherwise stated, references to the Standby GIC Account or the Standby Transaction Account when the Standby GIC Account and the Standby Transaction Account become operative.

### **Guaranteed Investment Contract**

The Guarantor LP entered into the Guaranteed Investment Contract with the GIC Provider, the Cash Manager and the Bond Trustee, pursuant to which the GIC Provider has agreed to pay interest on the moneys standing to the credit of the Guarantor LP in the GIC Account at specified rates determined in accordance with the GIC during the term of the GIC. The Guarantor LP or the Bond Trustee may terminate the GIC following the closing of the GIC Account or termination of the Bank Account Agreement.

### **Standby Guaranteed Investment Contract**

Pursuant to the terms of the Standby Guaranteed Investment Contract) between the Standby Account Bank, the Standby GIC Provider, the Guarantor LP, the Cash Manager and the Bond Trustee, the Standby GIC Provider has agreed to pay interest on the moneys standing to the credit of the Standby GIC Account at specified rates determined in accordance with the terms of the Standby Guaranteed Investment Contract during the term of the Standby Account Agreement. The Guarantor LP or the Bond Trustee may terminate the Standby Guaranteed Investment Contract following the closing of the Standby GIC Account or termination of the Standby Bank Account Agreement.

### **Security Agreement**

Pursuant to the terms of the Security Agreement entered into by the Guarantor LP, the Bond Trustee and the other Secured Creditors, the secured obligations of the Guarantor LP and all other obligations of the Guarantor LP under or pursuant to the Transaction Documents to which it is a party owed to the Bond Trustee and the other Secured Creditors are secured by a first ranking security interest (the "**Security**") over all present and after-acquired undertaking, property and assets of the Guarantor LP (the "**Charged Property**"), including without limitation the Covered Bond Portfolio, and any other Loans and their Related Security, Substitute Assets or Authorized Investments that the Guarantor LP may acquire from time to time and funds being held for the account of the Guarantor LP by its service providers and the amounts standing to the credit of the Guarantor LP in the Guarantor LP Accounts, subject to the right of the Guarantor LP (provided the Asset Coverage Test or the Amortization Test, as applicable, is met) to sell such Charged Property.

### **Release of Security**

In the event of any sale of Loans and their Related Security by the Guarantor LP pursuant to and in accordance with the Transaction Documents, the Bond Trustee will (subject to the written request of the Guarantor LP), release those Loans from the Security created by and pursuant to the Security Agreement on the date of such sale but only if:

- (a) the Bond Trustee provides its prior written consent to the terms of such sale as described under "*Guarantor LP Agreement – Method of sale of Loans and their Related Security*" above; and
- (b) in the case of the sale of Loans, the Guarantor LP provides to the Bond Trustee a certificate confirming that the Loans being sold are Randomly Selected Loans.

In the event of the repurchase of a Loan and its Related Security by the Seller pursuant to and in accordance with the Transaction Documents, the Bond Trustee will release that Loan from the Security created by and pursuant to the Security Agreement on the date of the repurchase.

**Enforcement**

If a Guarantor LP Acceleration Notice is served on the Guarantor LP, the Bond Trustee will be entitled to appoint a Receiver, and/or enforce the Security constituted by the Security Agreement (including selling the Covered Bond Portfolio), and/or take such steps as it deems necessary, subject in each case to being indemnified and/or secured to its satisfaction. All proceeds received by the Bond Trustee from the enforcement of the Security will be applied in accordance with the Post-Enforcement Priority of Payments described under Cashflows.

The Security Agreement is governed by Ontario law (other than certain other provisions relating to real property located outside of the Province of Ontario which will be governed by the law of the jurisdiction in which such property is located).

**Corporate Services Agreement**

Pursuant to the terms of the Corporate Services Agreement entered into between, *inter alios*, the Corporate Services Provider, the Liquidation GP, the Bank and the Guarantor LP, the Corporate Services Provider has agreed to provide corporate services to the Liquidation GP.

## CREDIT STRUCTURE

Under the terms of the Covered Bond Guarantee the Guarantor LP has agreed to, following the occurrence of a Covered Bond Guarantee Activation Event, unconditionally and irrevocably pay or procure to be paid to or to the order of the Bond Trustee (for the benefit of the holders of the Covered Bonds), an amount equal to that portion of the Guaranteed Amounts which shall become Due for Payment but would otherwise be unpaid, as of any Original Due for Payment Date, or, if applicable, Extended Due for Payment Date, by the Issuer. Under the Covered Bond Guarantee, the Guaranteed Amounts will become due and payable on any earlier date on which a Guarantor LP Acceleration Notice is served. The Issuer will not be relying on payments from the Guarantor LP in respect of advances under the Intercompany Loan Agreement or receipt of Available Revenue Receipts or Available Principal Receipts from the Covered Bond Portfolio in order to pay interest or repay principal under the Covered Bonds.

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to holders of the Covered Bonds, as follows:

- the Covered Bond Guarantee provides credit support to the Issuer;
- the Asset Coverage Test is intended to test the asset coverage of the Guarantor LP's assets in respect of the Covered Bonds at all times;
- the Amortization Test is intended to test the asset coverage of the Guarantor LP's assets in respect of the Covered Bonds following the occurrence of a Covered Bond Guarantee Activation Event;
- a Reserve Fund (if the ratings of the Issuer's unsecured, unsubordinated and unguaranteed debt obligations by the Rating Agencies fall below the levels specified in the Master Definitions and Construction Agreement) will be established by the Guarantor LP (or the Cash Manager on its behalf) in the GIC Account to trap Available Revenue Receipts; and
- under the terms of the GIC, the GIC Provider has agreed to pay a variable rate of interest on all amounts held by the Guarantor LP in the GIC Account at a floor of 0.10 per cent. below the average of the rates per annum for Canadian Dollar bankers' acceptances having a term of 30 days that appears on the Reuters Screen as of 10:00 a.m. (Toronto time) on the date of determination, as reported by the GIC Provider (and if such screen is not available, any successor or similar service as may be selected by the GIC Provider) or such greater amount as the Guarantor LP and the GIC Provider may agree from time to time.

Certain of these factors are considered more fully in the remainder of this Section.

### Guarantee

The Covered Bond Guarantee provided by the Guarantor LP under the Trust Deed guarantees payment of Guaranteed Amounts when the same become Due for Payment in respect of all Covered Bonds issued under the Programme. The Covered Bond Guarantee will not guarantee any amount becoming payable for any other reason, including any accelerated payment pursuant to Condition 7 (Events of Default and Enforcement) following the occurrence of an Issuer Event of Default. In this circumstance (and until a Guarantor LP Event of Default occurs and a Guarantor LP Acceleration Notice is served), the Guarantor LP's obligations will only be to pay the Guaranteed Amounts as they fall Due for Payment.

See further "*Summary of the Principal Documents – Trust Deed*" as regards the terms of the Covered Bond Guarantee. See further "*Cashflows – Guarantee Priority of Payments*" as regards the payment of amounts payable by the Guarantor LP to holders of the Covered Bonds and other Secured Creditors following the occurrence of an Issuer Event of Default.

### Asset Coverage Test

The Asset Coverage Test is intended to ensure that (subject to certain limitations with respect to the Asset Percentage, which may be removed by agreement with the Issuer) the Guarantor LP can meet its obligations under the Covered Bond Guarantee. Under the Guarantor LP Agreement, the Guarantor LP and its Partners (other than the Liquidation GP) must ensure that on each Calculation Date the Adjusted Aggregate Loan Amount will be in an amount equal to or in excess of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date. If on any Calculation Date the Asset Coverage Test is not satisfied and such failure is not remedied on or before the next following Calculation Date, the Asset Coverage Test will be breached and the Managing GP (or the Cash Manager on its behalf) will serve an Asset Coverage Test Breach Notice on the Guarantor LP, the Partners and the Bond Trustee. The Asset Coverage Test is a formula which adjusts the True Balance of each Loan in the Covered Bond Portfolio and has further adjustments to take account of a failure by the Seller to repurchase Loans pursuant to a Loan Repurchase Notice delivered in accordance with the terms of the Mortgage Sale

Agreement. See further “*Summary of the Principal Documents – Guarantor LP Agreement – Asset Coverage Test*”, and “*Summary of the Principal Documents - Mortgage Sale Agreement – Repurchases of Loans*”.

An Asset Coverage Test Breach Notice will be revoked if, on any Calculation Date falling on or prior to the next Calculation Date following the service of the Asset Coverage Test Breach Notice, the Asset Coverage Test is satisfied and no Covered Bond Guarantee Activation Event has occurred.

If an Asset Coverage Test Breach Notice has been served and is not revoked on or before the Guarantor LP Payment Date immediately following the Calculation Date after service of such Asset Coverage Test Breach Notice, then an Issuer Event of Default will have occurred and the Bond Trustee will be entitled (and, in certain circumstances, may be required) to serve an Issuer Acceleration Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee must serve a Notice to Pay on the Guarantor LP.

### **Amortization Test**

The Amortization Test is intended to ensure that if, following an Issuer Event of Default, service of an Issuer Acceleration Notice on the Issuer and the service of a Notice to Pay on the Guarantor LP (but prior to service on the Guarantor LP of a Guarantor LP Acceleration Notice), the assets of the Guarantor LP available to meet its obligations under the Covered Bond Guarantee fall to a level where holders of the Covered Bonds may not be repaid, a Guarantor LP Event of Default will occur and all amounts owing under the Covered Bonds may be accelerated. Under the Guarantor LP Agreement, the Guarantor LP and the Seller must ensure that, on each Calculation Date following an Issuer Event of Default and the service of a Notice to Pay on the Guarantor LP, the Amortization Test Aggregate Loan Amount will be in an amount at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date. The Amortization Test is a formula which adjusts the True Balance of each Loan in the Covered Bond Portfolio and has further adjustments to take account of Loans in arrears. See further “*Summary of the Principal Documents – Guarantor LP Agreement – Amortization Test*”, above.

### **Reserve Fund**

The Guarantor LP will be required (if the ratings of the Issuer’s unsecured, unsubordinated and unguaranteed debt obligations by the Rating Agencies fall below the levels specified in the Master Definitions and Construction Agreement), to establish the Reserve Fund on the GIC Account which will be credited with Available Revenue Receipts up to an amount equal to the Reserve Fund Required Amount. The Guarantor LP will not be required to maintain the Reserve Fund following the occurrence of an Issuer Event of Default.

The Reserve Fund will be funded from Available Revenue Receipts after the Guarantor LP has paid all of its obligations in respect of items ranking higher than the Reserve Ledger in the Pre-Acceleration Revenue Priority of Payments on each subsequent Guarantor LP Payment Date.

A Reserve Ledger will be maintained by the Cash Manager to record the balance from time to time of the Reserve Fund. Following the occurrence of an Issuer Event of Default and service of a Notice to Pay on the Guarantor LP, amounts standing to the credit of the Reserve Fund will be added to certain other income of the Guarantor LP in calculating Available Revenue Receipts.

## CASHFLOWS

As described above under “*Credit Structure*”, until the occurrence of a Covered Bond Guarantee Activation Event, the Covered Bonds will be obligations of the Issuer only. The Issuer is liable to make payments when due on the Covered Bonds, whether or not it has received any corresponding payment from the Guarantor LP.

This section summarizes the Priorities of Payments of the Guarantor LP, as to the allocation and distribution of amounts standing to the credit of the Guarantor LP on the Ledgers and their order of priority:

- (a) when no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred;
- (b) when an Asset Coverage Test Breach Notice is outstanding but no Covered Bond Guarantee Activation Event has occurred;
- (c) following service of a Notice to Pay on the Guarantor LP; and
- (d) following service of a Guarantor LP Acceleration Notice and enforcement of the Security.

If the Transaction Account is closed in accordance with the terms of the Bank Account Agreement or no Transaction Account is maintained, any payment to be made to or from the Transaction Account will, as applicable, be made to or from the GIC Account, or no payment shall be made at all if such payment is expressed to be from the GIC Account to the Transaction Account.

Guarantor LP Payment Dates occur monthly.

### **Allocation and distribution of Available Revenue Receipts when no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred**

At any time no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred, Available Revenue Receipts will be allocated and distributed as described below.

The Guarantor LP or the Cash Manager on its behalf will, as of each Calculation Date, calculate the amount of Available Revenue Receipts available for distribution on the immediately following Guarantor LP Payment Date and the Reserve Fund Required Amount (if applicable).

### ***Pre-Acceleration Revenue Priority of Payments***

On each Guarantor LP Payment Date, the Guarantor LP (or the Cash Manager on its behalf) will transfer Available Revenue Receipts from the Revenue Ledger to the Payment Ledger, and use Available Revenue Receipts held by the Cash Manager for and on behalf of the Guarantor LP and, as necessary, transfer Available Revenue Receipts from the GIC Account to the Transaction Account (to the extent maintained), in an amount equal to the lower of (a) the amount required to make the payments or credits described below (taking into account any Available Revenue Receipts held by the Cash Manager for or on behalf of the Guarantor LP and any Available Revenue Receipts standing to the credit of the Transaction Account), and (b) the amount of Available Revenue Receipts.

At any time no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred, Available Revenue Receipts will be applied by or on behalf of the Guarantor LP (or the Cash Manager on its behalf) on each Guarantor LP Payment Date (except for amounts due to third parties by the Guarantor LP under paragraph (a) or Third Party Amounts, which will be paid when due) in making the following payments and provisions (the “**Pre-Acceleration Revenue Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, in or towards satisfaction of any amounts due and payable by the Guarantor LP to third parties and incurred without breach by the Guarantor LP of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere in the relevant Priorities of Payments) and to provide for any such amounts expected to become due and payable by the Guarantor LP in the immediately succeeding Guarantor LP Payment Period and to pay and discharge any liability of the Guarantor LP for taxes;
- (b) *second*, any amounts in respect of interest due to the Bank in respect of the Demand Loan pursuant to the terms of the Intercompany Loan;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:

- (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer under the provisions of the Servicing Agreement in the immediately succeeding Guarantor LP Payment Period, together with applicable GST (or other similar taxes) thereon to the extent provided therein;
  - (ii) any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement in the immediately succeeding Guarantor LP Payment Period, together with applicable GST (or other similar taxes) thereon to the extent provided therein;
  - (iii) amounts (if any) due and payable to the Account Bank (or, as applicable, the Standby Account Bank) (including costs) pursuant to the terms of the Bank Account Agreement (or, as applicable, the Standby Bank Account Agreement), together with applicable GST (or other similar taxes) thereon to the extent provided therein; and
  - (iv) amounts due and payable to the Asset Monitor pursuant to the terms of the Asset Monitor Agreement (other than the amounts referred to in paragraph (viii) below), together with applicable GST (or other similar taxes) thereon to the extent provided therein;
- (d) *fourth*, in or towards payment due to the Interest Rate Swap Provider (including any termination payment due and payable by the Guarantor LP under the Interest Rate Swap Agreement (but excluding any Excluded Swap Termination Amount)) pursuant to the terms of the Interest Rate Swap Agreement;
  - (e) *fifth*, in or towards payment on the Guarantor LP Payment Date of, or to provide for payment on such date in the future of such proportion of the relevant payment falling due in the future as the Cash Manager may reasonably determine (in the case of any such payment or provision, after taking into account any provisions previously made and any amounts receivable from the Interest Rate Swap Provider under the Interest Rate Swap Agreement) any amounts due or to become due and payable (excluding principal amounts) to the Bank in respect of the Guarantee Loan pursuant to the terms of the Intercompany Loan Agreement;
  - (f) *sixth*, if a Servicer Event of Default has occurred, all remaining Available Revenue Receipts are to be credited to the GIC Account (with a corresponding credit to the Revenue Ledger maintained in respect of that account) until such Servicer Event of Default is either remedied by the Servicer or waived by the Bond Trustee or a new servicer is appointed to service the Covered Bond Portfolio (or the relevant part thereof);
  - (g) *seventh*, in or towards a credit to the Reserve Ledger on the GIC Account of an amount up to but not exceeding the amount by which the Reserve Fund Required Amount (if applicable) exceeds the existing balance on the Reserve Ledger as calculated on the immediately preceding Calculation Date;
  - (h) *eighth*, payment of any Excluded Swap Termination Amounts due and payable by the Guarantor LP under the Interest Rate Swap Agreement;
  - (i) *ninth*, in or towards payment *pro rata* and *pari passu* in accordance with the respective amounts thereof of any indemnity amount due to the Asset Monitor pursuant to the Asset Monitor Agreement, and any indemnity amount due to any Partner pursuant to the Guarantor LP Agreement;
  - (j) *tenth*, in or towards payment of the fee due to the Corporate Services Provider; and
  - (k) *eleventh*, towards payment to the Limited Partner of the sum (specified in the Guarantor LP Agreement) as profit for its interest in the Guarantor LP.

Any amounts received by the Guarantor LP under the Interest Rate Swap Agreement on or after the Guarantor LP Payment Date but prior to the next following Guarantor LP Payment Date will be applied, together with any provision for such payments made on any preceding Guarantor LP Payment Date, to make payments (other than in respect of principal) due and payable in respect of the Intercompany Loan Agreement and then the expenses of the Guarantor LP unless an Asset Coverage Test Breach Notice is outstanding or otherwise to make provision for such payments on such date in the future of such proportion of the relevant payment falling due in the future as the Cash Manager may reasonably determine.

Any amounts received under the Interest Rate Swap Agreement on the Guarantor LP Payment Date or on any date prior to the next succeeding Guarantor LP Payment Date which are not put towards a payment or provision in accordance with paragraph (d) above or the preceding paragraph will be credited to the Revenue Ledger and applied as Available Revenue Receipts on the next succeeding Guarantor LP Payment Date.

Amounts (if any) held by the Cash Manager for and on behalf of the Guarantor LP or standing to the credit of the Transaction Account which are not required to be applied in accordance with paragraphs (a) to (k) of the Pre-Acceleration Revenue Priority of Payments or paragraphs (a) to (e) of the Pre-Acceleration Principal Priority of Payments below will, if applicable, be deposited by the Cash Manager and, in each case be credited to the appropriate ledger in the GIC Account on the Guarantor LP Payment Date.

**Allocation and Distribution of Available Principal Receipts when no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred**

At any time no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred, Available Principal Receipts will be allocated and distributed as described below.

The Guarantor LP or the Cash Manager on its behalf will, as of each Calculation Date, calculate the amount of Available Principal Receipts available for distribution on the immediately following Guarantor LP Payment Date.

***Pre-Acceleration Principal Priority of Payments***

On each Guarantor LP Payment Date, the Guarantor LP (or the Cash Manager on its behalf ) will transfer Available Principal Receipts from the Principal Ledger to the Payment Ledger, and use Available Principal Receipts held by the Cash Manager for and on behalf of the Guarantor LP and, as necessary, transfer Available Principal Receipts from the GIC Account to the Transaction Account (to the extent maintained), in an amount equal to the lower of (a) the amount required to make the payments or credits described below (taking into account any Available Principal Receipts held by the Cash Manager for or on behalf of the Guarantor LP and/or standing to the credit of the Transaction Account), and (b) the amount of Available Principal Receipts.

If a Guarantor LP Payment Date is the same as an Interest Payment Date, then the distribution of Available Principal Receipts under the Pre-Acceleration Principal Priority of Payments will be delayed until the Issuer has made Scheduled Interest and/or principal payments on that Interest Payment Date unless payment is made by the Guarantor LP directly to the Bond Trustee (or the Issuing and Paying Agent at the direction of the Bond Trustee).

At any time no Asset Coverage Test Breach Notice is outstanding and no Covered Bond Guarantee Activation Event has occurred, Available Principal Receipts (other than Cash Capital Contributions made from time to time by the Seller in its capacity as a Limited Partner) will be applied by or on behalf of the Guarantor LP on each Guarantor LP Payment Date in making the following payments and provisions (the “**Pre-Acceleration Principal Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, to pay amounts in respect of principal outstanding on the Demand Loan pursuant to the terms of the Intercompany Loan Agreement;
- (b) *second*, to acquire New Loans and their Related Security offered to the Guarantor LP, if necessary or prudent to ensure that, taking into account the other resources available to the Guarantor LP, the Asset Coverage Test is met and thereafter to acquire (in the discretion of the Guarantor LP or the Cash Manager on its behalf) Substitute Assets up to the prescribed limit and/or Authorized Investments;
- (c) *third*, to deposit the remaining Available Principal Receipts in the GIC Account (with a corresponding credit to the Principal Ledger) in an amount sufficient to ensure that taking into account the other resources available to the Guarantor LP, the Asset Coverage Test is met;
- (d) *fourth*, in or towards repayment on the Guarantor LP Payment Date (or to provide for repayment on such date in the future of such proportion of the relevant payment falling due in the future as the Cash Manager may reasonably determine) of amounts (in respect of principal) due or to become due and payable to the Issuer in respect of the Guarantee Loan; and
- (e) *fifth*, subject to complying with the Asset Coverage Test, to make Capital Distributions.

**Allocation and distribution of Available Revenue Receipts and Available Principal Receipts when an Asset Coverage Test Breach Notice is outstanding but no Covered Bond Guarantee Activation Event has occurred**

At any time an Asset Coverage Test Breach Notice is outstanding but no Covered Bond Guarantee Activation Event has occurred, all Available Revenue Receipts and Available Principal Receipts will continue to be applied in accordance with the Pre-Acceleration Revenue Priority of Payments and the Pre-

Acceleration Principal Priority of Payments save that, while any Covered Bonds remain outstanding, no moneys will be applied under paragraphs (b), (e), (i) (to the extent only that such amounts are payable to a Partner), (j) or (k) of the Pre-Acceleration Revenue Priority of Payments or paragraphs (a), (b), or (d) or (e) of the Pre-Acceleration Principal Priority of Payments.

#### **Allocation and distribution of Available Revenue Receipts and Available Principal Receipts following service of a Notice to Pay on the Guarantor LP**

At any time after service of a Notice to Pay on the Guarantor LP, but prior to service of a Guarantor LP Acceleration Notice, all Available Revenue Receipts and Available Principal Receipts (other than Third Party Amounts) will be applied as described below under “*Guarantee Priority of Payments*”.

On each Guarantor LP Payment Date, the Guarantor LP or the Cash Manager on its behalf will transfer Available Revenue Receipts and Available Principal Receipts from the Revenue Ledger, the Reserve Ledger, the Principal Ledger or the Capital Account Ledger, as the case may be, to the Payment Ledger, in an amount equal to the lower of (a) the amount required to make the payments set out in the Guarantee Priority of Payments and (b) the amount of all Available Revenue Receipts and Available Principal Receipts standing to the credit of such Ledgers.

The Guarantor LP will create and maintain ledgers for each Series of Covered Bonds and record amounts allocated to such Series of Covered Bonds in accordance with paragraph (f) of the Guarantee Priority of Payments below, and such amounts, once allocated, will only be available to pay amounts due under the Covered Bond Guarantee and amounts due in respect of the relevant Series of Covered Bonds under the Covered Bond Swap Agreement on the scheduled repayment dates thereof.

#### ***Guarantee Priority of Payments***

On each Guarantor LP Payment Date after the service of a Notice to Pay on the Guarantor LP (but prior to service of a Guarantor LP Acceleration Notice), the Guarantor LP or the Cash Manager on its behalf will apply Available Revenue Receipts and Available Principal Receipts to make the following payments and provisions in the following order of priority (the “**Guarantee Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, to pay any amounts in respect of principal and interest due to the Bank in respect of the Demand Loan pursuant to the terms of the Intercompany Loan Agreement;
- (b) *second*, in or towards payment of all amounts due and payable or to become due and payable to the Bond Trustee in the immediately succeeding Guarantor LP Payment Period under the provisions of the Trust Deed together with interest and applicable GST (or other similar taxes) thereon as provided therein;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
  - (i) any remuneration then due and payable to the Agents under the provisions of the Agency Agreement together with applicable GST (or other similar taxes) thereon as provided therein; and
  - (ii) any amounts then due and payable by the Guarantor LP to third parties and incurred without breach by the Guarantor LP of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere) and to provide for any such amounts expected to become due and payable by the Guarantor LP in the immediately succeeding Guarantor LP Payment Period and to pay or discharge any liability of the Guarantor LP for taxes;
- (d) *fourth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of:
  - (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer in the immediately succeeding Guarantor LP Payment Period under the provisions of the Servicing Agreement together with applicable GST (or other similar taxes) thereon to the extent provided therein;
  - (ii) any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager in the immediately succeeding Guarantor LP Payment Period under the provisions of the Cash Management Agreement, together with applicable GST (or other similar taxes) thereon to the extent provided therein;



- (iii) amounts (if any) due and payable to the Account Bank (or, as applicable, the Standby Account Bank) (including costs) pursuant to the terms of the Bank Account Agreement (or, as applicable, the Standby Bank Account Agreement), together with applicable GST (or other similar taxes) thereon to the extent provided therein; and
- (iv) amounts due and payable to the Asset Monitor (other than the amounts referred to in paragraph (j) below) pursuant to the terms of the Asset Monitor Agreement, together with applicable GST (or other similar taxes) thereon as provided therein;
- (e) *fifth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any amounts due and payable to the Interest Rate Swap Provider (including any termination payment due and payable by the Guarantor LP under the Interest Rate Swap Agreement but excluding any Excluded Swap Termination Amount) pursuant to the terms of the Interest Rate Swap Agreement;
- (f) *sixth*, to pay *pro rata* and *pari passu* according to the *respective* amounts thereof:
  - (i) the amounts due and payable to the Covered Bond Swap Provider (other than in respect of principal) *pro rata* and *pari passu* in respect of each relevant Series of Covered Bonds (including any termination payment (other than in respect of principal) due and payable by the Guarantor LP under the Covered Bond Swap Agreement but excluding any Excluded Swap Termination Amount) in accordance with the terms of the Covered Bond Swap Agreement; and
  - (ii) to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the holders of the Covered Bonds *pro rata* and *pari passu* Scheduled Interest that is Due for Payment (or will become Due for Payment in the immediately succeeding Guarantor LP Payment Period) under the Covered Bond Guarantee in respect of each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (f) (excluding any amounts received from the Covered Bond Swap Provider) would be insufficient to pay the Canadian Dollar Equivalent of the Scheduled Interest that is Due for Payment in respect of each Series of Covered Bonds under (f)(ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Guarantor LP in respect of each relevant Series of Covered Bonds to the Covered Bond Swap Provider under (f)(i) above will be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

- (g) *seventh*, to pay or provide for *pro rata* and *pari passu* according to the respective amounts thereof, of:
  - (i) the amounts (in respect of principal) due and payable *pro rata* and *pari passu* in respect of each relevant Series of Covered Bonds (including any termination payment (relating solely to principal) due and payable by the Guarantor LP under the Covered Bond Swap Agreement but excluding any Excluded Swap Termination Amount) to the Covered Bond Swap Provider in accordance with the terms of the relevant Covered Bond Swap Agreement; and
  - (ii) to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the holders of the Covered Bonds *pro rata*, and *pari passu* Scheduled Principal that is Due for Payment (or will become Due for Payment in the immediately succeeding Guarantor LP Payment Period) under the Covered Bond Guarantee in respect of each Series of Covered Bonds, provided that if the amount available for distribution under this paragraph (g) (excluding any amounts received from the Covered Bond Swap Provider) in respect of the amounts referred to in (g)(i) above would be insufficient to pay the Canadian Dollar Equivalent of the Scheduled Principal that is Due for Payment in respect of the relevant Series of Covered Bonds under this (g)(ii), the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Guarantor LP in respect of each relevant Series of Covered Bonds under (g)(i) to the Covered Bond Swap Provider above will be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;
- (h) *eighth*, to deposit the remaining moneys into the GIC Account for application on the next following Guarantor LP Payment Date in accordance with the Priorities of Payment described in paragraphs (a) to (g) (inclusive) above, until the Covered Bonds have been fully repaid or provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series of Covered Bonds);

- (i) *ninth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amount due and payable by the Guarantor LP to the relevant Swap Provider under the relevant Swap Agreement;
- (j) *tenth*, after the Covered Bonds have been fully repaid or provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series of Covered Bonds), any remaining moneys will be applied in and towards repayment in full of amounts outstanding under the Intercompany Loan Agreement;
- (k) *eleventh*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof of any indemnity amount due to the Partners pursuant to the Guarantor LP Agreement and certain costs, expenses and indemnity amounts due by the Guarantor LP to the Asset Monitor pursuant to the Asset Monitor Agreement; and
- (l) *twelfth*, thereafter any remaining moneys will be applied in accordance with the Guarantor LP Agreement.

**Termination payments received in respect of the Swap Agreements, premiums received in respect of replacement Swap Agreements**

If the Guarantor LP receives any termination payment from a Swap Provider in respect of a Swap Agreement, such termination payment will first be used, to the extent necessary (prior to the occurrence of a Guarantor LP Event of Default and service of a Guarantor LP Acceleration Notice) to pay a replacement Swap Provider to enter into a replacement Swap Agreement with the Guarantor LP, unless a replacement Swap Agreement has already been entered into on behalf of the Guarantor LP. If the Guarantor LP receives any premium from a replacement Swap Provider in respect of a replacement Swap Agreement, such premium will first be used to make any termination payment due and payable by the Guarantor LP with respect to the previous Swap Agreement, unless such termination payment has already been made on behalf of the Guarantor LP.

Any amounts received by the Guarantor LP which are not applied to pay a replacement Swap Provider to enter into a replacement Swap Agreement will be credited to the Revenue Ledger and applied as Available Revenue Receipts on the next succeeding Guarantor LP Payment Date.

**Application of moneys received by the Bond Trustee following service of a Guarantor LP Acceleration Notice and enforcement of the Security**

Following service of a Guarantor LP Acceleration Notice and enforcement of the Security granted under the terms of the Security Agreement, all moneys received or recovered by the Bond Trustee (or a Receiver appointed on its behalf) (excluding all amounts due or to become due in respect of any Third Party Amounts) will be applied in the following order of priority (the “**Post-Enforcement Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *first*, in or towards satisfaction of all amounts due and payable or to become due and payable to the Bond Trustee under the provisions of the Trust Deed together with interest and applicable GST (or other similar taxes) thereon as provided therein; and
- (b) *second*, in or towards satisfaction *pro rata* and *pari passu* according to respective amounts thereof of any remuneration then due and payable to the Agents under or pursuant to the Agency Agreement together with applicable GST (or other similar taxes) thereon to the extent provided therein;
- (c) *third*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of:
  - (i) any remuneration then due and payable to the Servicer and any costs, charges, liabilities and expenses then due or to become due and payable to the Servicer under the provisions of the Servicing Agreement, together with applicable GST (or other similar taxes) thereon to the extent provided therein;
  - (ii) any remuneration then due and payable to the Cash Manager and any costs, charges, liabilities and expenses then due or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement, together with applicable GST (or other similar taxes) thereon to the extent provided therein; and
  - (iii) amounts due to the Account Bank or, as applicable, the Standby Account Bank (including costs) pursuant to the terms of the Bank Account Agreement or applicable, the Standby Bank Account Agreement, together with applicable GST (or other similar taxes) thereon to the extent provided therein; and

- (d) *fourth*, to pay *pro rata* and *pari passu* according to the respective amounts thereof, of any amounts due and payable to the Interest Rate Swap Provider (including any termination payment (but excluding any Excluded Swap Termination Amounts)) pursuant to the terms of the Interest Rate Swap Agreement;
- (e) *fifth*, to pay *pro rata* and *pari passu* according to the respective amounts thereof, of:
  - (i) the amounts due and payable to the Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Series of Covered Bonds to the Covered Bond Swap (including any termination payment due and payable by the Guarantor LP under the Covered Bond Swap Agreement (but excluding any Excluded Swap Termination Amount)) in accordance with the terms of the Covered Bond Swap Agreement; and
  - (ii) the amounts due and payable under the Covered Bond Guarantee, to the Bond Trustee on behalf of the holders of the Covered Bonds *pro rata* and *pari passu* in respect of interest and principal due and payable on each Series of Covered Bonds,provided that if the amount available for distribution under this paragraph (e) (excluding any amounts received from the Covered Bond Swap Provider in respect of amounts referred to in (e)(i) above) would be insufficient to pay the Canadian Dollar Equivalent of the amounts due and payable under the Covered Bond Guarantee in respect of each Series of Covered Bonds under (e)(ii) above, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Guarantor LP in respect of each relevant Series of Covered Bonds under (e)(i) above to the Covered Bond Swap Provider will be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;
- (f) *sixth*, in or towards satisfaction *pro rata* and *pari passu* according to the respective amounts thereof, of any Excluded Swap Termination Amounts due and payable by the Guarantor LP to the relevant Swap Provider under the relevant Swap Agreement;
- (g) *seventh*, after the Covered Bonds have been fully repaid, any remaining moneys shall be applied in or towards repayment in full of all amounts outstanding under the Intercompany Loan Agreement;
- (h) *eighth*, towards payment of any indemnity amount due to the Partners pursuant to the Guarantor LP Agreement; and
- (i) *ninth*, thereafter any remaining moneys will be applied in or towards payment to the Partners pursuant to the Guarantor LP Agreement.

## BOOK-ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer and the Guarantor LP believe to be reliable, but none of the Issuer, the Guarantor LP, the Bond Trustee nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Guarantor LP nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of beneficial ownership interests in the Covered Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

### Book-entry Systems

#### DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds and provides asset servicing for securities that its participants (“**Direct Participants**”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“**DTCC**”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC and the National Association of Securities Dealers, Inc. Access to the DTC System is also available to others such as securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”). DTC has S&P’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of DTC Covered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Covered Bonds on DTC’s records. The ownership interest of each actual purchaser of each Covered Bond (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Covered Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Covered Bonds, except in the event that use of the book-entry system for the DTC Covered Bonds is discontinued.

To facilitate subsequent transfers, all DTC Covered Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. The deposit of DTC Covered Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Covered Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such DTC Covered Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communication by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Covered Bonds within Tranche are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Tranche to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to DTC Covered Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Covered Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Covered Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Issuing and Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or its nominee, the Issuing and Paying Agent, the Issuer, the Guarantor LP, the Bond Trustee or the Dealers, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Under certain circumstances, DTC will exchange the DTC Covered Bonds for Registered Definitive Covered Bonds, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Rule 144A Global Covered Bond, will be legended as set forth under "*Subscription and Sale and Transfer and Selling Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Beneficial Owner desiring to pledge DTC Covered Bonds to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Covered Bonds, will be required to withdraw its Registered Covered Bonds from DTC as described below.

## **CDS**

CDS has advised the Issuer that it is a private corporation, owned one-third by investment dealers, one-third by banks and one-third by trust companies through their respective industry associations. CDS is the exclusive clearing house for equity trading on the Toronto Stock Exchange and also clears a substantial volume of "over the counter" trading in equities and bonds and that it was incorporated in 1970 and is Canada's national securities clearing and depository services organization functioning as a service utility for the Canadian financial community. CDS provides a variety of computer automated services for financial institutions and investment dealers active in domestic and international capital markets. CDS participants include banks (including the Canadian subcustodians), investment dealers and trust companies and may include certain of the underwriters. Indirect access to CDS is available to other organizations that clear through or maintain a custodial relationship with a CDS participant. Transfers of ownership and other interests, including cash distributions, in Covered Bonds in CDS may only be processed through CDS participants and will be completed in accordance with existing CDS rules and procedures. CDS operates in Montreal, Toronto, Calgary and Vancouver to centralize securities clearing functions through a central securities depository.

## ***Euroclear and Clearstream, Luxembourg***

Euroclear and Clearstream, Luxembourg each holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect

access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

### **Book-entry Ownership of and Payments in respect of Covered Bonds registered with DTC or CDS**

The Issuer may apply to DTC or CDS, as the case may be, in order to have any Tranche of Covered Bonds represented by a Registered Global Covered Bond accepted in its book-entry settlement system. Upon the issue of any such Registered Global Covered Bond, DTC or its custodian or CDS or its custodian, as the case may be, will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Covered Bond to the accounts of persons who have accounts with DTC or CDS, as the case may be. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Covered Bond will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Covered Bond, the respective depositaries of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Covered Bond accepted by DTC or CDS, as the case may be, will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee or CDS or its nominee, as the case may be (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments of the principal of, and interest (if any) on, Registered Global Covered Bonds accepted by DTC or CDS, as the case may be, will be made to CDS or its nominee, or DTC or its nominee, as applicable, as the registered holder of such Covered Bond.

In the case of any payment to be made to DTC in a currency other than U.S. dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Covered Bond in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. dollars and credited to the applicable Participants' account.

The Issuer expects DTC or CDS, as the case may be, to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC or CDS, as applicable, unless there is reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Covered Bonds will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC or CDS, as the case may be, the Bond Trustee, the Issuing and Paying Agent, the Registrar, the Issuer, the Guarantor LP or the Dealers. Payment of principal, premium, if any, and interest, if any, on Covered Bonds to DTC or CDS is the responsibility of the Issuer and after a Covered Bond Guarantee Activation Event the Guaranteed Amounts in respect thereof are obligations of the Guarantor LP under the Covered Bond Guarantee.

### **Transfers of Covered Bonds Represented by Registered Global Covered Bonds**

Transfers of any interests in Covered Bonds represented by a Registered Global Covered Bond within DTC, CDS, Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Covered Bonds represented by a Registered Global Covered Bond to such persons may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form. Similarly, because DTC and CDS can only act on behalf of Direct Participants in the DTC or CDS system, as the case may be, who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Covered Bonds represented by a Registered Global Covered Bond accepted by DTC or CDS to pledge such Covered Bonds to persons or entities that do not participate in such system or otherwise to take action in respect of such Covered Bonds may depend upon the ability to exchange such Covered Bonds for Covered Bonds in definitive form. The ability of any holder of Covered Bonds represented by a Registered Global Covered Bond accepted by DTC or CDS to resell, pledge or otherwise transfer such Covered Bonds may be impaired if the proposed transferee of such Covered Bonds is not eligible to hold such Covered Bonds through a direct or indirect participant in such system.

Subject to compliance with the transfer restrictions applicable to the Registered Covered Bonds described under "*Subscription and Sale and Transfer and Selling Restrictions*", cross-market transfers between DTC or CDS, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with

its rules and through action taken by the Registrar, the Issuing and Paying Agent and any custodian (“**Custodian**”) with whom the relevant Registered Global Covered Bonds have been deposited.

On or after the Issue Date for any Series, transfers of Covered Bonds of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Covered Bonds of such Series between participants in DTC or CDS will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear, DTC and CDS participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, or CDS on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Covered Bonds will be effected through the Registrar, the Issuing and Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC or CDS participants, as the case may be, cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, CDS, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Covered Bonds among participants and accountholders of DTC, CDS, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Bond Trustee, the Issuer, the Guarantor LP, the Agents or any Dealer will be responsible for any performance by DTC, CDS, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Covered Bonds represented by Registered Global Covered Bonds or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## TAXATION

### Canada

The following summary describes the material Canadian federal income tax considerations under the Income Tax Act (Canada) (the “**Act**”) and Income Tax Regulations (the “**Regulations**”) generally applicable to a holder of Covered Bonds who acquires Covered Bonds pursuant to this document, and who, for the purposes of the Act and at all relevant times, is not resident and is not deemed to be resident in Canada, who deals at arm’s length with the Issuer and the Guarantor and any Canadian resident (or deemed Canadian resident) to whom the holder disposes the Covered Bonds, and who does not use or hold and is not deemed to use or hold Covered Bonds in or in the course of carrying on a business in Canada and is not an insurer carrying on an insurance business in Canada and elsewhere (a “**Non-resident Holder**”).

This summary is based upon the provisions of the Act and the Regulations in force on the date hereof, proposed amendments to the Act and the Regulations in a form publicly announced prior to the date hereof by or on behalf of the Minister of Finance (Canada) (included for this purpose in the reference to the Act and Regulations) and the current administrative practices and policies published in writing by the Canada Revenue Agency. This summary does not take into account or anticipate any other changes in law, whether by legislative, governmental or judicial action or interpretation, nor does it take into account provincial, territorial or foreign income tax legislation. Subsequent developments could have a material effect on the following description.

Canadian federal income tax considerations applicable to Covered Bonds may be described particularly when such Covered Bonds are offered in the Final Terms related thereto. In the event the Canadian federal income tax considerations are described in such Final Terms, the following description will be superseded by the description in the Final Terms to the extent indicated therein.

Interest paid or credited or deemed for the purposes of the Act to be paid or credited on a Covered Bond (including accrued interest, any amount paid at maturity in excess of the principal amount and interest deemed to be paid on the Covered Bond in certain cases involving the assignment or other transfer of a Covered Bond to a resident or deemed resident of Canada) to a Non-resident Holder will not be subject to Canadian non-resident withholding tax unless any portion of such interest (other than on a “prescribed obligation” described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class of shares of the capital stock of a corporation (a “**Participating Debt Interest**”). A “prescribed obligation” is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding which adjustment is determined by reference to a change in the purchasing power of money (an “**indexed debt obligation**”) and no amount payable in respect thereof, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent upon any of the criteria described in the definition of Participating Debt Interest. **If any interest paid or credited or deemed to be paid or credited on a Covered Bond is to be calculated by reference to an index, security, commodity or formula which could be viewed as a proxy for the profit of the Issuer, such interest may be subject to Canadian non-resident withholding tax.** The Canadian withholding tax implications of such an issuance will be described particularly in the Final Terms if such Covered Bonds are offered.

In the event that a Covered Bond which is not exempt from Canadian withholding tax according to its terms is redeemed, cancelled, repurchased or converted pursuant to Condition 6 or 7, as applicable, or purchased by the Issuer or any other person resident or deemed to be resident in Canada from a Non-resident Holder or is otherwise assigned or transferred by a Non-resident Holder to a person resident or deemed to be resident in Canada for an amount which exceeds, generally, the issue price thereof, the excess may, in certain circumstances, be deemed to be interest and may (together with any interest that has accrued or is deemed for the purposes of the Act to have accrued on the Covered Bond to that time), be subject to non-resident withholding tax if the Covered Bond is not considered to be an “excluded obligation” for purposes of the Act. A Covered Bond (other than an indexed debt obligation) that was issued for an amount not less than 97% of the principal amount (as defined for the purposes of the Act) of the Covered Bond, and the yield from which, expressed in terms of an annual rate (determined in accordance with the Act) on the amount for which the Covered Bond was issued does not exceed 4/3 of the interest stipulated to be payable on the Covered Bond, expressed in terms of an annual rate on the outstanding principal amount from time to time will be an excluded obligation for this purpose.

Interest paid or credited or deemed to be paid or credited on a Covered Bond by the Guarantor LP pursuant to the Covered Bond Guarantee will be exempt from Canadian withholding tax to the extent interest paid or credited by the Issuer on such Covered Bond would have been exempt.



Generally, there are no other taxes on income (including taxable capital gains) payable in respect of a Covered Bond or interest, discount or premium thereon by a Non-resident Holder.

**The foregoing summary is of a general nature only, and is not intended to be, nor should it be considered to be, legal or tax advice to any particular person including any Non-resident Holder. Any prospective investor, including any Non-resident Holders, should therefore consult their own tax advisers with respect to their particular circumstances.**

## **United Kingdom Taxation**

The following is a summary of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Covered Bonds. It is based on current law and the practice of Her Majesty's Revenue and Customs ("**HMRC**"), which may be subject to change, sometimes with retrospective effect. The comments do not deal with other United Kingdom tax aspects of acquiring, holding or disposing of Covered Bonds. The comments are made on the assumption that the Issuer of the Covered Bonds is not resident in the United Kingdom for United Kingdom tax purposes. The comments relate only to the position of persons who are absolute beneficial owners of the Covered Bonds. Prospective Covered Bondholders should be aware that the particular terms of issue of any series of Covered Bonds as specified in the relevant Final Terms may affect the tax treatment of that and other series of Covered Bonds. The following is a general guide for information purposes and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Covered Bondholders who are in any doubt as to their tax position should consult their professional advisers. Covered Bondholders who may be liable to taxation in jurisdictions other than the United Kingdom in respect of their acquisition, holding or disposal of the Covered Bonds are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom taxation aspects of payments in respect of the Covered Bonds. In particular, Covered Bondholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Covered Bonds even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

### ***Covered Bonds issued by the Issuer's London branch***

Payments of interest on the Covered Bonds may be made without deduction of or withholding on account of United Kingdom income tax provided that the Covered Bonds continue to be listed on a "recognised stock exchange" within the meaning of section 1005 of the *Income Tax Act 2007* (the "**UK Act**"). The London Stock Exchange is a recognised stock exchange. Section 1005 of the UK Act provides that securities will be treated as listed on a recognised stock exchange if (and only if) they are admitted to trading on that exchange and either they are included in the United Kingdom official list (within the meaning of Part 6 of the *Financial Services and Markets Act 2000*) or they are officially listed, in accordance with provisions corresponding to those generally applicable in the EEA, in a country outside the United Kingdom in which there is a recognised stock exchange.

Interest on the Covered Bonds may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Covered Bonds is less than 365 days, and the Issuer and the holder of the Covered Bonds in question do not contemplate that the indebtedness under the Covered Bonds will continue, through a succession of subsequent redemptions and subscriptions of further Covered Bonds, for a period of 365 days or more.

In other cases, where Covered Bonds are issued by the London branch office of the Issuer or the interest thereon otherwise has a UK source, there may be a requirement to withhold from payments of interest on the Covered Bonds on account of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to such relief as may be available, for example under the provisions of any applicable double taxation treaty, or in certain other circumstances.

### ***Payments by the Guarantor LP***

If the Guarantor LP makes any payment in respect of interest on Covered Bonds issued by the Issuer's London branch (or any other amounts due under such Covered Bonds other than the repayment of amounts subscribed for under the Covered Bonds) such payment may be subject to United Kingdom withholding tax, whether or not the Covered Bonds are listed on a "recognised stock exchange" within the meaning of section 1005 of the *Income Tax Act 2007*.

### ***Provision of Information***

Covered Bondholders should note that where any interest on Covered Bonds is paid to them (or to any person acting on their behalf) by the Issuer or any person in the United Kingdom acting on behalf of the Issuer (a "**paying agent**"), or is received by any person in the United Kingdom acting on behalf of the relevant Covered Bondholder (other than solely by clearing or arranging the clearing of a cheque) (a "**collecting agent**"), then the Issuer, the paying agent or the collecting agent (as the case may be) may, in certain cases, be required to supply to HMRC details of the payment and certain details relating to the Covered Bondholder (including the Covered Bondholder's name and address). These provisions will apply whether or not the interest has been paid subject to withholding or deduction for or on account of United Kingdom income tax and whether or not the Covered Bondholder is resident in the United Kingdom for United Kingdom taxation purposes. In certain circumstances, the details provided to HMRC may be passed by HMRC to the tax authorities of certain other jurisdictions.

For the above purposes, "interest" should be taken, for practical purposes, as including payments made by a guarantor in respect of interest on Covered Bonds.

The provisions referred to above may also apply, in certain circumstances, to payments made on redemption of any Covered Bonds which constitute "deeply discounted securities" for the purposes of section 18 of the Taxes Management Act 1970 (although in this regard HMRC published guidance for the years 2010/2011 indicates that HMRC will not exercise its power to obtain information in relation to such payments in that year).

Information may also be required to be reported in accordance with regulations made pursuant to the EU Savings Directive (see below).

### ***EU Savings Directive***

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Tax Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Commission has proposed certain amendments to the Directive; which may, if implemented, amend and broaden the scope of the requirements described above. Any changes could apply to Covered Bonds that have already been issued at the date of the amendment of the Savings Tax Directive. Covered Bondholders who are in any doubt as to their position should consult their professional advisers.

### ***Other Rules relating to United Kingdom Withholding Tax***

Where Covered Bonds are to be, or may fall to be, redeemed at a premium (for example, Covered Bonds with index-linked redemption amounts), then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax and reporting requirements as outlined above.

The references to "interest" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the terms and conditions of the Covered Bonds or any related documentation.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of the Issuer and does not consider the tax consequences of any such substitution.

### ***United States Federal Income Taxation***

**The discussion of tax matters in this document is not intended or written to be used, and cannot be used by any person, for the purpose of avoiding U.S. federal, state or local tax penalties, and was written to support the promotion or marketing of the Programme. Each prospective investor should seek advice based on such person's particular circumstances from an independent tax adviser.**

The following summary of the principal U.S. federal income tax consequences of the ownership and disposition of the Covered Bonds is based on the advice of Morrison & Foerster, LLP. Except as specifically noted below, this discussion applies only to:

- Covered Bonds purchased on original issuance at their "issue price" (as defined below);
- Covered Bonds held as capital assets; and
- U.S. holders (as defined below).

This discussion does not describe all of the tax consequences that may be relevant in light of a holder's particular circumstances or to holders subject to special rules, such as:

- financial institutions;
- insurance companies;
- dealers in securities or foreign currencies;
- persons holding Covered Bonds as part of a hedging transaction, "straddle," conversion transaction or other integrated transaction;
- U.S. holders whose functional currency is not the U.S. dollar;
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes; or
- certain former citizens and residents of the United States.

This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed U.S. Treasury Regulations, changes to any of which subsequent to the date of this document may affect the tax consequences described below. Persons considering the purchase of the Covered Bonds should consult the applicable Final Terms or Stand-Alone Prospectus for any additional discussion regarding U.S. federal income taxation and should consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

The tax treatment of certain Covered Bonds, such as Index Linked Covered Bonds, Equity Linked Covered Bonds, Commodity Linked Covered Bonds, Dual Currency Covered Bonds, Credit Linked Covered Bonds and Covered Bonds that are not principal protected, will be specified in the applicable Final Terms or Stand-Alone Prospectus. Moreover, this summary does not discuss Bearer Covered Bonds.

As used herein, the term "**U.S. holder**" means a beneficial owner of a Covered Bond that is for U.S. federal income tax purposes:

- a citizen or individual resident of the United States;
- a corporation created or organized in or under the laws of the United States or of any political subdivision thereof; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

If an entity that is classified as a partnership for U.S. federal income tax purposes holds Covered Bonds, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and upon the activities of the partnership. Partners of partnerships holding Covered Bonds should consult with their tax advisers.

### ***Payments of Stated Interest***

Interest paid on a Covered Bond will be taxable to a U.S. holder as ordinary interest income at the time it accrues or is received in accordance with the holder's method of accounting for U.S. federal income tax purposes, *provided* that the interest is "qualified stated interest" (as defined below). Additional amounts

paid pursuant to the obligations described under “*Terms and Conditions of the Covered Bonds – Taxation*” would be treated as ordinary interest income. Interest income earned by a U.S. holder with respect to a Covered Bond will constitute foreign source income for U.S. federal income tax purposes, which may be relevant in calculating the holder’s foreign tax credit limitation. The rules regarding foreign tax credits are complex and prospective investors should consult their tax advisers about the application of such rules to them in their particular circumstances. Special rules governing the treatment of interest paid with respect to original issue discount Covered Bonds, exchangeable Covered Bonds and foreign currency Covered Bonds are described under “*Taxation – Original Issue Discount*,” “*– Contingent Payment Debt Instruments*,” and “*– Foreign Currency Covered Bonds*.”

### **Original Issue Discount**

A Covered Bond that has an “issue price” that is less than its “stated redemption price at maturity” will be considered to have been issued at an original discount for U.S. federal income tax purposes (and will be referred to as an “**original issue discount Covered Bond**”) unless the Covered Bond satisfies a *de minimis* threshold (as described below) or is a short-term Covered Bond (as defined below). The “**issue price**” of a Covered Bond generally will be the first price at which a substantial amount of the Covered Bonds are sold to the public (which does not include sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The “**stated redemption price at maturity**” of a Covered Bond generally will equal the sum of all payments required to be made under the Covered Bond other than payments of “qualified stated interest.” “**Qualified stated interest**” is stated interest unconditionally payable (other than in debt instruments of the issuer) at least annually during the entire term of the Covered Bond and equal to the outstanding principal balance of the Covered Bond multiplied by a single fixed rate of interest. In addition, qualified stated interest includes, among other things, stated interest on a “variable rate date instrument” that is unconditionally payable (other than in debt instruments of the issuer) at least annually at a single qualified floating rate of interest or at a rate that is determined at a single fixed formula that is based on objective financial or economic information. A rate is a qualified floating rate if variations in the rate can reasonably be expected to measure contemporaneous fluctuations in the cost of newly borrowed funds in the currency in which the Covered Bond is denominated.

If the difference between a Covered Bond’s stated redemption price at maturity and its issue price is less than a *de minimis* amount, *i.e.*,  $\frac{1}{4}$  of 1 percent of the stated redemption price at maturity multiplied by the number of complete years to maturity, the Covered Bond will not be considered to have original issue discount. U.S. holders of Covered Bonds with a *de minimis* amount of original issue discount will include this original issue discount in income, as capital gain, on a *pro rata* basis as principal payments are made on the Covered Bond.

A U.S. holder of original discount Covered Bonds will be required to include any qualified stated interest payments in income in accordance with the holder’s method of accounting for U.S. federal income tax purposes. U.S. holders of original issue discount Covered Bonds that mature more than one year from their date of issuance will be required to include original issue discount in income for U.S. federal tax purposes as it accrues in accordance with a constant yield method based on a compounding of interest, regardless of whether cash attributable to this income is received.

A U.S. holder may make an election to include in gross income all interest that accrues on any Covered Bond (including stated interest, acquisition discount, original issue discount, *de minimis* original issue discount, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) in accordance with a constant yield method based on the compounding of interest, and may revoke such election only with the permission of the IRS (a “**constant yield election**”).

A Covered Bond that matures one year or less from its date of issuance (a “**short-term Covered Bond**”) will be treated as being issued at a discount and none of the interest paid on the Covered Bond will be treated as qualified stated interest. In general, a cash method U.S. holder of a short-term Covered Bond is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so, but may be required to include any stated interest in income as the interest is received. Holders who so elect and certain other holders, including those who report income on the accrual method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues on a straight-line basis, unless another election is made to accrue the discount according to a constant yield method based on daily compounding. In the case of a U.S. holder who is not required and who does not elect to include the discount in income currently, any gain realized on the sale, exchange, or retirement of the short-term Covered Bond will be ordinary income to the extent of the discount accrued on a straight-line basis (or, if elected, according to a constant yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, those U.S. holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry short-term Covered Bonds in an amount not exceeding the accrued discount until the accrued discount is included in income.

The Issuer may have an unconditional option to redeem, or U.S. holders may have an unconditional option to require the Issuer to redeem, a Covered Bond prior to its stated maturity date. Under applicable regulations, if the Issuer has an unconditional option to redeem a Covered Bond prior to its stated maturity date, this option will be presumed to be exercised if, by utilizing any date on which the Covered Bond may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Covered Bond as the stated redemption price at maturity, the yield on the Covered Bond would be lower than its yield to maturity. If the U.S. holders have an unconditional option to require the Issuer to redeem a Covered Bond prior to its stated maturity date, this option will be presumed to be exercised if making the same assumptions as those set forth in the previous sentence, the yield on the Covered Bond would be higher than its yield to maturity. If this option is not in fact exercised, the Covered Bond would be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new Covered Bond were issued, on the presumed exercise date for an amount equal to the Covered Bond's adjusted issue price on that date. The adjusted issue price of an original issue discount Covered Bond is defined as the sum of the issue price of the Covered Bond and the aggregate amount of previously accrued original issue discount, less any prior payments other than payments of qualified stated interest.

### **Market Discount**

If a U.S. holder purchases a Covered Bond (other than a short-term Covered Bond) for an amount that is less than its stated redemption price at maturity or, in the case of an original issue discount Covered Bond, its adjusted issue price, the amount of the difference will be treated as market discount for U.S. federal income tax purposes, unless this difference is less than a specified *de minimis* amount.

A U.S. holder will be required to treat any principal payment (or, in the case of an original issue discount Covered Bond, any payment that does not constitute qualified stated interest) on, or any gain on the sale, exchange, retirement or other disposition of a Covered Bond, including disposition in certain nonrecognition transactions, as ordinary income to the extent of the market discount accrued on the Covered Bond at the time of the payment or disposition unless this market discount has been previously included in income by the U.S. holder pursuant to an election by the holder to include market discount in income as it accrues, or pursuant to a constant yield election by the holder as described under "*Taxation – Original Issue Discount*" above. In addition, the U.S. holder may be required to defer, until the maturity of the Covered Bond or its earlier disposition (including certain nontaxable transactions), the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Covered Bond.

If a U.S. holder makes a constant yield election (as described under "*Taxation – Original Issue Discount*") for a Covered Bond with market discount, such election will result in a deemed election for all market discount bonds acquired by the holder on or after the first day of the first taxable year to which such election applies.

### **Acquisition Premium and Amortizable Bond Premium**

A U.S. holder who purchases a Covered Bond for an amount that is greater than the Covered Bond's adjusted issue price but less than or equal to the sum of all amounts payable on the Covered Bond after the purchase date other than payments of qualified stated interest will be considered to have purchased the Covered Bond at an acquisition premium. Under the acquisition premium rules, the amount of original issue discount that the U.S. holder must include in its gross income with respect to the Covered Bond for any taxable year will be reduced by the portion of acquisition premium properly allocable to that year.

If a U.S. holder purchases a Covered Bond for an amount that is greater than the amount payable at maturity, or on the earlier call date, in the case of a Covered Bond that is redeemable at our option, the holder will be considered to have purchased the Covered Bond with amortizable bond premium equal in amount to the excess of the purchase price over the amount payable at maturity. The holder may elect to amortize this premium, using a constant yield method, over the remaining term of the Covered Bond (where the Covered Bond is not optionally redeemable prior to its maturity date). If the Covered Bond may be optionally redeemed prior to maturity after the holder has acquired it, the amount of amortizable bond premium is determined by substituting the call date for the maturity date and the call price for the amount payable at maturity only if the substitution results in a smaller amount of premium attributable to the period before the redemption date. A holder who elects to amortize bond premium must reduce his tax basis in the Covered Bond by the amount of the premium amortized in any year. An election to amortize bond premium applies to all taxable debt obligations then owned and thereafter acquired by the holder and may be revoked only with the consent of the IRS.

If a U.S. holder makes a constant yield election (as described under "*Taxation – Original Issue Discount*") for a Covered Bond with amortizable bond premium, such election will result in a deemed election to amortize bond premium for all of the holder's debt instruments with amortizable bond premium.

### ***Sale, Exchange or Retirement of the Covered Bonds***

Upon the sale, exchange or retirement of a Covered Bond, a U.S. holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the holder's adjusted tax basis in the Covered Bond. A U.S. Holder's adjusted tax basis in a Covered Bond generally will equal the acquisition cost of the Covered Bond increased by the amount of OID and market discount included in the Holder's gross income and decreased by the amount of any payment received from the Issuer other than a payment of qualified stated interest. Gain or loss, if any, will generally be U.S. source income for purposes of computing a U.S. holder's foreign tax credit limitation. For these purposes, the amount realized does not include any amount attributable to accrued interest on the Covered Bond. Amounts attributable to accrued interest are treated as interest as described under "*Taxation – Payments of Interest.*"

Except as described below, gain or loss realized on the sale, exchange or retirement of a Covered Bond will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Covered Bond has been held for more than one year. Exceptions to this general rule apply to the extent of any accrued market discount or, in the case of a short-term Covered Bond, to the extent of any accrued discount not previously included in the holder's taxable income. See "*Taxation – Original Issue Discount*" and "*– Market Discount.*" In addition, other exceptions to this general rule apply in the case of foreign currency Covered Bonds, and contingent payment debt instruments. See "*Taxation – Foreign Currency Covered Bonds*" and "*– Contingent Payment Debt Instruments.*"

### ***Contingent Payment Debt Instruments***

If the terms of Covered Bonds that mature more than one year from their date of issuance provide for certain contingencies that affect the timing and amount of payments (including Covered Bonds with a variable rate or rates that do not qualify as "variable rate debt instruments" for purposes of the original issue discount rules) they will be "contingent payment debt instruments" for U.S. federal income tax purposes. Under the rules that govern the treatment of contingent payment debt instruments, no payment on such Covered Bonds qualifies as qualified stated interest. Rather, a U.S. holder must account for interest for U.S. federal income tax purposes based on a "comparable yield" and the differences between actual payments on the Covered Bond and the Covered Bond's "projected payment schedule" as described below. The comparable yield is determined by us at the time of issuance of the Covered Bonds. The comparable yield may be greater than or less than the stated interest, if any, with respect to the Covered Bonds. Solely for the purpose of determining the amount of interest income that a U.S. holder will be required to accrue on a contingent payment debt instrument, we will be required to construct a "projected payment schedule" that represents a series of payments the amount and timing of which would produce a yield to maturity on the contingent payment debt instrument equal to the comparable yield.

To obtain the comparable yield and projected payment schedule for a particular Covered Bond, a U.S. holder should call Royal Bank of Canada, Investor Relations at 416-955-7802. Neither the comparable yield nor the projected payment schedule constitutes a representation by us regarding the actual amount, if any, that the contingent payment debt instrument will pay.

For U.S. federal income tax purposes, a U.S. holder will be required to use the comparable yield and the projected payment schedule established by the Issuer in determining interest accruals and adjustments in respect of a contingent payment debt instrument, unless the holder timely discloses and justifies the use of a different comparable yield and projected payment schedule to the IRS.

A U.S. holder, regardless of the holder's method of accounting for U.S. federal income tax purposes, will be required to accrue interest income on a contingent payment debt instrument at the comparable yield, adjusted upward or downward to reflect the difference, if any, between the actual and the projected amount of any contingent payments on the contingent payment debt instrument (as set forth below).

A U.S. holder will be required to recognize interest income equal to the amount of any net positive adjustment, *i.e.*, the excess of actual payments over projected payments, in respect of a contingent payment debt instrument for a taxable year. A net negative adjustment, *i.e.*, the excess of projected payments over actual payments, in respect of a contingent payment debt instrument for a taxable year:

- will first reduce the amount of interest in respect of the contingent payment debt instrument that a holder would otherwise be required to include in income in the taxable year; and
- to the extent of any excess, will give rise to an ordinary loss equal to so much of this excess as does not exceed the excess of:
- the amount of all previous interest inclusions under the contingent payment debt instrument over
- the total amount of the U.S. holder's net negative adjustments treated as ordinary loss on the contingent payment debt instrument in prior taxable years.

A net negative adjustment is not subject to the two percent floor limitation imposed on miscellaneous itemized deductions. Any net negative adjustment in excess of the amounts described above will be carried forward to offset future interest income in respect of the contingent payment debt instrument or to reduce the amount realized on a sale, exchange or retirement of the contingent payment debt instrument. Where a U.S. holder purchases a contingent payment debt instrument for a price other than its adjusted issue price, the difference between the purchase price and the adjusted issue price must be reasonably allocated to the daily portions of interest or projected payments with respect to the contingent payment debt instrument over its remaining term and treated as a positive or negative adjustment, as the case may be, with respect to each period to which it is allocated.

Upon a sale, exchange or retirement of a contingent payment debt instrument, a U.S. holder generally will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the holder's adjusted basis in the contingent payment debt instrument. A U.S. holder's adjusted basis in a Covered Bond that is a contingent payment debt instrument generally will be the acquisition cost of the Covered Bond, increased by the interest previously accrued by the U.S. holder on the Covered Bond under these rules, decreased by the amount of any noncontingent payments and the projected amount of any contingent payments previously made on the Covered Bond and, if applicable, increased or decreased by the amount of any positive or negative adjustment that such holder is required to make with respect to such holder's contingent payment debt instruments under the rules set forth above addressing purchases of contingent payment debt instruments for an amount that differs from the instruments' adjusted issue price at the time of purchase. A U.S. holder generally will treat any gain as interest income, and any loss as ordinary loss to the extent of the excess of previous interest inclusions in excess of the total net negative adjustments previously taken into account as ordinary losses, and the balance as capital loss. The deductibility of capital losses is subject to limitations.

A U.S. holder will have a tax basis in any property, other than cash, received upon the retirement of a contingent payment debt instrument including in satisfaction of a conversion right or a call right equal to the fair market value of the property, determined at the time of retirement. The holder's holding period for the property will commence on the day immediately following its receipt.

### ***Foreign Currency Covered Bonds***

The following discussion summarizes the principal U.S. federal income tax consequences to a U.S. holder of the ownership and disposition of Covered Bonds that are denominated in a specified currency other than the U.S. dollar or the payments of interest or principal on which are payable in a currency other than the U.S. dollar ("**foreign currency Covered Bonds**").

The rules applicable to foreign currency Covered Bonds could require some or all gain or loss on the sale, exchange or other disposition of a foreign currency Covered Bond to be recharacterized as ordinary income or loss. The rules applicable to foreign currency Covered Bonds are complex and may depend on the holder's particular U.S. federal income tax situation. For example, various elections are available under these rules, and whether a holder should make any of these elections may depend on the holder's particular U.S. federal income tax situation. U.S. holders are urged to consult their own tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of foreign currency Covered Bonds.

A U.S. holder who uses the cash method of accounting and who receives a payment of qualified stated interest in a foreign currency with respect to a foreign currency Covered Bond will be required to include in income the U.S. dollar value of the foreign currency payment (determined on the date the payment is received) regardless of whether the payment is in fact converted to U.S. dollars at the time, and this U.S. dollar value will be the U.S. holder's tax basis in the foreign currency. A cash method holder who receives a payment of qualified stated interest in U.S. dollars pursuant to an option available under such Covered Bond will be required to include the amount of this payment in income upon receipt.

An accrual method U.S. holder will be required to include in income the U.S. dollar value of the amount of interest income (including original issue discount or market discount, but reduced by acquisition premium and amortizable bond premium, to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a foreign currency Covered Bond during an accrual period. The U.S. dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. The U.S. holder will recognize ordinary income or loss with respect to accrued interest income on the date the income is actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. dollar value of the foreign currency payment received (determined on the date the payment is received) in respect of the accrual period (or, where a holder receives U.S. dollars, the amount of the payment in respect of the accrual period) and the U.S. dollar value of interest income that has accrued during the accrual period (as determined above).

Rules similar to these rules apply in the case of a cash method taxpayer required to currently accrue original issue discount or market discount.

An accrual method U.S. holder may elect to translate interest income (including original issue discount) into U.S. dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, the spot rate on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, the spot rate on the date of receipt. A U.S. holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the IRS.

Original issue discount, market discount, acquisition premium and amortizable bond premium on a foreign currency Covered Bond are to be determined in the relevant foreign currency. Where the taxpayer elects to include market discount in income currently, the amount of market discount will be determined for any accrual period in the relevant foreign currency and then translated into U.S. dollars on the basis of the average rate in effect during the accrual period. Exchange gain or loss realized with respect to such accrued market discount shall be determined in accordance with the rules relating to accrued interest described above.

If an election to amortize bond premium is made, amortizable bond premium taken into account on a current basis shall reduce interest income in units of the relevant foreign currency. Exchange gain or loss is realized on amortized bond premium with respect to any period by treating the bond premium amortized in the period in the same manner as on the sale, exchange or retirement of the foreign currency Covered Bond. Any exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any loss realized on the sale, exchange or retirement of a foreign currency Covered Bond with amortizable bond premium by a U.S. holder who has not elected to amortize the premium will be a capital loss to the extent of the bond premium.

A U.S. holder's tax basis in a foreign currency Covered Bond, and the amount of any subsequent adjustment to the holder's tax basis, will be the U.S. dollar value amount of the foreign currency amount paid for such foreign currency Covered Bond, or of the foreign currency amount of the adjustment, determined on the date of the purchase or adjustment. A U.S. holder who purchases a foreign currency Covered Bond with previously owned foreign currency will recognize ordinary income or loss in an amount equal to the difference, if any, between such U.S. holder's tax basis in the foreign currency and the U.S. dollar fair market value of the foreign currency Covered Bond on the date of purchase.

Gain or loss realized upon the sale, exchange or retirement of a foreign currency Covered Bond that is attributable to fluctuation in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. dollar value of the foreign currency principal amount of the Covered Bond, determined on the date the payment is received or the Covered Bond is disposed of, and (ii) the U.S. dollar value of the foreign currency principal amount of the Covered Bond, determined on the date the U.S. holder acquired the Covered Bond. Payments received attributable to accrued interest will be treated in accordance with the rules applicable to payments of interest on foreign currency Covered Bonds described above. The foreign currency gain or loss will be recognized only to the extent of the total gain or loss realized by the holder on the sale, exchange or retirement of the foreign currency Covered Bond. The source of the foreign currency gain or loss will be determined by reference to the residence of the holder or the "qualified business unit" of the holder on whose books the Covered Bond is properly reflected. Any gain or loss realized by these holders in excess of the foreign currency gain or loss will be capital gain or loss except to the extent of any accrued market discount or, in the case of short-term Covered Bond, to the extent of any discount not previously included in the holder's income. Holders should consult their own tax adviser with respect to the tax consequences of receiving payments in a currency different from the currency in which payments with respect to such Covered Bond accrue.

A U.S. holder will have a tax basis in any foreign currency received on the sale, exchange or retirement of a foreign currency Covered Bond equal to the U.S. dollar value of the foreign currency, determined at the time of sale, exchange or retirement. A cash method taxpayer who buys or sells a foreign currency Covered Bond is required to translate units of foreign currency paid or received into U.S. dollars at the spot rate on the settlement date of the purchase or sale. Accordingly, no exchange gain or loss will result from currency fluctuations between the trade date and the settlement date of the purchase or sale. An accrual method taxpayer may elect the same treatment for all purchases and sales of foreign currency obligations provided that the Covered Bonds are traded on an established securities market. This election cannot be changed without the consent of the IRS. Any gain or loss realized by a U.S. holder on a sale or other disposition of foreign currency (including its exchange for U.S. dollars or its use to purchase foreign currency Covered Bonds) will be ordinary income or loss.



### ***Backup Withholding and Information Reporting***

Information returns may be filed with the IRS in connection with payments on the Covered Bonds and the proceeds from a sale or other disposition of the Covered Bonds. A U.S. holder may be subject to U.S. backup withholding on these payments if it fails to provide its tax identification number to the paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a U.S. holder will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle them to a refund, provided that the required information is furnished to the IRS.

Individual holders that own "specified foreign financial assets" may be required to include certain information with respect to such assets with their U.S. federal income tax return. You are urged to consult your own tax advisor regarding such requirements with respect to the Covered Bonds.

### ***Reportable Transactions***

A U.S. taxpayer that participates in a "reportable transaction" will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. holder may be required to treat a foreign currency exchange loss from the Covered Bonds as a reportable transaction if the loss exceeds U.S.\$50,000 in a single taxable year if the U.S. holder is an individual or trust, or higher amounts for other U.S. holders. In the event the acquisition, ownership or disposition of Covered Bonds constitutes participation in a "reportable transaction" for purposes of these rules, a U.S. holder will be required to disclose its investment by filing Form 8886 with the IRS. Prospective purchasers should consult their tax advisers regarding the application of these rules to the acquisition, ownership or disposition of Covered Bonds.

### ***Additional Medicare Tax on Unearned Income***

With respect to taxable years beginning after December 31, 2012, certain U.S. holders, including individuals, estates, and trusts, will be subject to an additional 3.8% Medicare tax on unearned income. For individual U.S. holders, the additional Medicare tax applies to the lesser of (i) "net investment income," or (ii) the excess of "modified adjusted gross income" over \$200,000 (\$250,000 if married and filing jointly or \$125,000 if married and filing separately). "Net investment income" generally equals the taxpayer's gross investment income reduced by the deductions that are allocable to such income. Investment income generally includes passive income such as interest, dividends, annuities, royalties, rents, and capital gains. U.S. holders are urged to consult their own tax advisors regarding the implications of the additional Medicare tax resulting from an investment in the Covered Bonds.

**The U.S. federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their own tax advisers with respect to the tax consequences to them of the ownership and disposition of the Covered Bonds, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in U.S. federal or other tax laws.**

## ERISA AND CERTAIN OTHER U.S. CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), imposes certain requirements on “employee benefit plans” (as defined in Section 3(3) of ERISA) subject to ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, “**ERISA Plans**”) and on those persons who are fiduciaries with respect to ERISA Plans. Each fiduciary of an ERISA Plan should consider the fiduciary standards of ERISA in the context of the ERISA Plan’s particular circumstances before authorizing an investment in the Covered Bonds. Accordingly, among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the ERISA Plan.

Section 406 of ERISA and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), which are among the ERISA and Code fiduciary provisions governing plans, prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts (together with ERISA Plans, “**Plans**”)) and certain persons (referred to as “parties in interest” or “disqualified persons”) having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. Prohibited transactions within the meaning of Section 406 of ERISA or Section 4975 of the Code may arise if any Covered Bonds are acquired by a Plan with respect to which any of the Issuer, the Dealers, the Arranger or the Bond Trustee or any of their respective affiliates are a party in interest or a disqualified person. A violation of these prohibited transaction rules could result in an excise tax or other liabilities under ERISA and/or Section 4975 of the Code for such persons.

Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Plan fiduciary making the decision to acquire Covered Bonds and the circumstances under which such decision is made. Those exemptions include prohibited transaction class exemption (“**PTCE**”) 96-23 (for certain transactions determined by in-house asset managers), PTCE 95-60 (for certain transactions involving insurance company general accounts), PTCE 91-38 (for certain transactions involving bank collective investment funds), PTCE 90-1 (for certain transactions involving insurance company separate accounts), and PTCE 84-14 (for certain transactions determined by independent qualified asset managers).

In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide statutory exemptive relief for certain arm’s-length transactions with a person that is a party in interest solely by reason of providing services to Plans or being an affiliate of such a service provider (the “**Service Provider Exemption**”). The Service Provider Exemption is generally applicable for otherwise-prohibited transactions between a Plan and a person or entity that is a party in interest or disqualified person with respect to such Plan solely by reason of providing services to the Plan (other than a party in interest that is a fiduciary, or its affiliate, that has or exercises discretionary authority or control or renders investment advice with respect to the assets of the Plan involved in the transaction), provided, that there is “adequate consideration” for the transaction. Any Plan fiduciary relying on the Service Provider Exemption and purchasing the Covered Bonds on behalf of a Plan must initially make a determination that (x) the Plan is paying no more than, and is receiving no less than, “adequate consideration” in connection with the transaction and (y) neither the Issuer, the Dealers, the Arranger or the Bond Trustee or any of their respective affiliates directly or indirectly exercises any discretionary authority or control or renders investment advice with respect to the assets of the Plan which such fiduciary is using to purchase, both of which are necessary preconditions to reliance on the Service Provider Exemption. If the Issuer, the Dealers, the Arranger or the Bond Trustee or any of their respective affiliates provides fiduciary investment management services with respect to a Plan, the Service Provider Exemption may not be available, and in that case, other exemptive relief would be required as precondition for purchasing the Covered Bonds. If the Covered Bonds are not traded on a generally-recognized market, the adequate consideration determination is to be made by the fiduciary in good faith in accordance with regulations to be issued by the U.S. Department of Labor. Any Plan fiduciary considering reliance on the Service Provider Exemption is encouraged to consult with counsel regarding the availability of the exemption.

Governmental plans and certain church and other U.S. plans, while not subject to the fiduciary responsibility provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to state or other federal laws that are substantially similar to ERISA and the Code. Fiduciaries of any such plans should consult with their counsel before purchasing any Covered Bonds.

Because the Issuer, the Dealers, the Arranger or the Bond Trustee or any of their respective affiliates may be considered a party in interest with respect to many Plans, the Covered Bonds may not be purchased, held or disposed of by any Plan, unless such purchase, holding or disposition is eligible for exemptive relief, including relief available under PTCE 96-23, 95-60, 91-38, 90-1, or 84-14 or the Service

Provider Exemption, or such purchase, holding or disposition is otherwise not prohibited. By its purchase of any Covered Bonds (or any interest in a Covered Bond), each purchaser (whether in the case of the initial purchase or in the case of a subsequent transfer) will be deemed to have represented and agreed in its corporate and fiduciary capacity that either (i) it is not and for so long as it holds a Covered Bond (or any interest therein) will not be an ERISA Plan or other Plan, an entity whose underlying assets include the assets of any such ERISA Plan or other Plan, or a governmental or other employee benefit plan which is subject to any U.S. federal, state or local law, that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, or (ii) its purchase and holding of the Covered Bonds will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of such a governmental or other employee benefit plan, any such substantially similar U.S. federal, state or local law for which an exemption is not available.

The foregoing discussion is general in nature and not intended to be all-inclusive. Any Plan fiduciary who proposes to cause a Plan to purchase any Covered Bonds should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment, and to confirm that such investment will not constitute or result in a prohibited transaction or any other violation of an applicable requirement of ERISA.

The sale of Covered Bonds to a Plan is in no respect a representation by the Issuer, the Guarantor LP, the Bond Trustee, the Arranger or the Dealers that such an investment meets all relevant requirements with respect to investments by Plans generally or any particular Plan, or that such an investment is appropriate for Plans generally or any particular Plan.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

Covered Bonds may be sold from time to time by the Issuer to any one or more of Royal Bank of Canada Europe Limited, RBC Capital Markets, LLC, Barclays Bank PLC, BNP Paribas, London Branch, Commerzbank Aktiengesellschaft and any other dealers appointed from time to time in accordance with the Dealership Agreement, which appointment may be for a specific issue or on an ongoing basis (the “**Dealers**”). Covered Bonds may also be sold by the Issuer directly to institutions who are not Dealers. The arrangements under which Covered Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in the Dealership Agreement initially entered into on the Programme Establishment Date and most recently amended and restated on April 6, 2011 (as amended, supplemented or replaced, the “**Dealership Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, among other things, make provision for the form and terms and conditions of the relevant Covered Bonds, the price at which such Covered Bonds will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Covered Bonds.

Royal Bank of Canada Europe Limited and RBC Capital Markets, LLC are each affiliates of the Bank.

### Canada

Pursuant to the terms of the Dealership Agreement, the Issuer has appointed RBC Dominion Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., Merrill Lynch Canada Inc., HSBC Securities (Canada) Inc., J.P. Morgan Securities Canada Inc., Laurentian Bank Securities Inc. and Manulife Securities Incorporated and such other investment dealer or dealers as the Bank may from time to time appoint (the “**Canadian Dealers**”), as Dealers, to solicit, from time to time, offers to purchase Covered Bonds in Canada, in accordance with a dealer agreement between the Canadian Dealers, the Issuer and the Guarantor LP, dated November 4, 2009 (as amended, supplemented or replaced, the “**Canadian Dealer Agreement**”). In addition, the Issuer has filed a short form base shelf prospectus dated September 23, 2009, an amended and restated prospectus supplement thereto dated November 4, 2009 and a prospectus supplement thereto dated October 29, 2009 incorporating certain sections of the October 31, 2008 prospectus relating to the Programme, which together with any further prospectus supplements and any applicable pricing supplements in respect thereof, (collectively, as amended, supplemented or replaced the “**Canadian Prospectus**”) are to be treated as a stand-alone prospectus hereunder, and qualify the issuance of Covered Bonds in Canada in accordance with securities laws of each of the provinces and territories of Canada.

Except under the Canadian Prospectus, the Covered Bonds have not been and will not be qualified for sale under the securities laws of any province or territory of Canada and each Dealer except for the Canadian Dealers has represented and agreed that it has not offered, sold or distributed, and that it will not offer, sell or distribute any Covered Bonds, directly or indirectly, in Canada or to, or for the benefit of any resident thereof in contravention of the securities laws of Canada or any province or territory thereof. Each Dealer except for the Canadian Dealers has agreed not to distribute or deliver this document, or any other offering material relating to the Covered Bonds, in Canada in contravention of the securities laws of Canada or any province or territory thereof.

### United States of America

#### *Transfer Restrictions*

The Covered Bonds have not been registered under the Securities Act and may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirement of the Securities Act. Accordingly, the Covered Bonds are being offered and sold only (1) to “qualified institutional buyers” (as defined in Rule 144A) (“**QIBs**”) in compliance with Rule 144A and (2) outside the United States to persons other than U.S. persons in reliance upon Regulation S under the Securities Act.

Each purchaser of Registered Covered Bonds (other than a person purchasing an interest in a Registered Global Covered Bond with a view to holding it in the form of an interest in the same Global Covered Bond) or person wishing to transfer an interest from one Registered Global Covered Bond to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either (i) it is a QIB, purchasing (or holding) the Covered Bonds for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) it is outside the United States and is not a U.S. person and is not acquiring the new Covered Bonds for the account or benefit of a U.S. person and is acquiring the new Covered Bonds outside of the U.S. pursuant to Regulation S under the Securities Act;
- (b) that the Covered Bonds are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act or any applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that, unless it holds an interest in a Regulation S Global Covered Bond and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Covered Bonds or any beneficial interests in the Covered Bonds, it will do so only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;
- (d) it will, and will require each subsequent holder to, notify any purchaser of the Covered Bonds from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) that Covered Bonds initially offered in the United States to QIBs will until the earlier of the expiration of the applicable holding period with respect to the Covered Bonds set forth in Rule 144A, or the transfer of the Covered Bonds pursuant to B(3) and (4) below, be represented by one or more Rule 144A Global Covered Bonds and that Covered Bonds offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Covered Bonds;
- (f) that either (A) it is not and for so long as it holds a Covered Bond (or any interest therein) will not be (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) a "plan" as defined in and subject to Section 4975 of the Code, (iii) an entity whose underlying assets include the assets of any such employee benefit plan subject to ERISA or other plan subject to Section 4975 the Code, or (iv) a governmental or other benefit plan which is subject to any U.S. federal, state or local law, that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code, or (B) its purchase and holding of the Covered Bonds will not result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of such a governmental or other employee benefit plan, any such substantially similar U.S. federal, state or local law for which an exemption is not available;
- (g) that the Covered Bonds, other than the Regulation S Global Covered Bonds, will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE AGENCY AGREEMENT) AND OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR (6) OTHERWISE PURSUANT TO THE SECURITIES ACT OR AN EXEMPTION THEREFROM,

SUBJECT TO RECEIPT BY THE ISSUER OF SUCH SATISFACTORY EVIDENCE AS THE ISSUER MAY REASONABLY REQUIRE, WHICH MAY INCLUDE AN OPINION OF UNITED STATES COUNSEL, THAT SUCH TRANSFER IS IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDERS OF SUCH SECURITIES SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

BY ITS PURCHASE AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST THEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL OR OTHER BENEFIT PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW, THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR (B) ITS PURCHASE AND HOLDING OF THIS COVERED BOND WILL NOT RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH A GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN, ANY SUCH SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE OR LOCAL LAW FOR WHICH AN EXEMPTION IS NOT AVAILABLE.";

- (h) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Covered Bonds prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue), it will do so only (a)(i) outside the United States in compliance with Rule 904 under the Securities Act or (ii) to a QIB in compliance with Rule 144A and (b) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Covered Bonds will bear a legend to the following effect unless otherwise agreed to by the Issuer:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, 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 THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE "AGENCY AGREEMENT") AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE COVERED BONDS OF THE TRANCHE OF WHICH THIS COVERED BOND FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OR REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS

DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

BY ITS PURCHASE AND HOLDING OF THIS COVERED BOND (OR ANY INTEREST THEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND AGREED THAT EITHER (A) IT IS NOT AND FOR SO LONG AS IT HOLDS THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT BE (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL OR OTHER BENEFIT PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW, THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR (B) ITS PURCHASE AND HOLDING OF THIS COVERED BOND WILL NOT RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF SUCH A GOVERNMENTAL OR OTHER EMPLOYEE BENEFIT PLAN, ANY SUCH SUBSTANTIALLY SIMILAR U.S. FEDERAL, STATE OR LOCAL LAW FOR WHICH AN EXEMPTION IS NOT AVAILABLE."; and

- (i) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it will promptly notify the Issuer; and if it is acquiring any Covered Bonds as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sales of Legended Covered Bonds in the United States to any one purchaser will be for less than the minimum purchase price set forth in the applicable Final Terms in respect of the relevant Legended Covered Bonds. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least an amount equal to the applicable minimum purchase price set forth in the applicable Final Terms in respect of the relevant Legended Covered Bonds.

Dealers may arrange for the resale of Covered Bonds to QIBs pursuant to Rule 144A and each such purchaser of Covered Bonds is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Covered Bonds which may be purchased by a QIB pursuant to Rule 144A will be specified in the applicable Final Terms (or the approximate equivalent in another Specified Currency).

### ***Selling Restrictions***

Regulation S, Category 2, TEFRA D Rules apply, unless TEFRA C Rules are specified as applicable in the applicable Final Terms or unless TEFRA Rules are not applicable. Rule 144A eligible sales will be permitted, if so specified in the applicable Final Terms.

The Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or any State securities laws and may not be offered or sold within the United States or its territories or possessions or to or for the account or benefit of U.S. persons as defined in Regulation S and the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

In connection with any Covered Bonds which are offered or sold outside the United States in reliance on Regulation S ("**Regulation S Covered Bonds**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver such Regulation S Covered Bonds (i) as part of its distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer has further agreed, and each further Dealer appointed

under the Programme will be required to agree, that it will send to each dealer to which it sells any Regulation S Covered Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Covered Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until forty days after the commencement of the offering of Covered Bonds comprising any Tranche, any offer or sale of Covered Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A (if available).

Dealers may arrange for the resale of Covered Bonds to QIBs pursuant to Rule 144A and each such purchaser of Covered Bonds is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Covered Bonds which may be purchased by a QIB pursuant to Rule 144A will be specified in the applicable Final Terms in U.S. dollars (or the approximate equivalent in another Specified Currency). Each issuance of Index Linked Covered Bonds or Dual Currency Covered Bonds will be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer(s) may agree as a term of the issuance and purchase of such Covered Bonds, which additional selling restrictions will be set out in the applicable Final Terms.

### **Public Offer Selling Restriction under the Prospectus Directive**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each additional Dealer appointed under the Programme 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 the offering contemplated by this Prospectus as completed by the applicable Final Terms 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 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(s) nominated by the Issuer for any such offer;
- (c) at any time if the denomination per Covered Bond being offered amounts to at least €100,000; or
- (d) 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 (d) above shall require the publication by the Issuer or any Dealer(s) of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**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 the Covered Bonds, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, 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 the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

### **Selling Restrictions addressing additional United Kingdom Securities Laws**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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 LP or, in the case of the Issuer, would not, if the Issuer was not an authorized 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.

### Republic of France

Each Dealer 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 applicable 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 (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L 411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

### Republic of Italy

The offering of any Covered Bonds has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, any Covered Bonds in the Republic of Italy (“**Italy**”) in a solicitation to the public, and that sales of the Covered Bonds in Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Each of the Dealers has represented and agreed, and each other Purchaser will be required to represent and agree, that it will not offer, sell or deliver any Covered Bonds or distribute copies of the Prospectus or any other document relating to the Covered Bonds in 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 (“**Decree No. 58**”) and as defined under Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (“**CONSOB Regulation No. 11971**”); or
- (b) in any other circumstances where an express exemption from compliance with the public offering restrictions applies, as provided under Article 100 of Decree No. 58 or CONSOB Regulation No. 11971.

Any offer, sale or delivery of any Covered Bonds or distribution of copies of the Prospectus and any supplement thereto or any other document relating to the Covered Bonds in Italy must be:

- (i) made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 (the “**Banking Act**”), Decree No. 58 and CONSOB Regulation No. 16190 of 29 October 2007 (in each case, as amended) and any other applicable laws and regulations;
- (ii) in compliance with Article 129 of the 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 Italy; and
- (iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy.

*Please note that in accordance with Article 100-bis of the Consolidated Financial Services Act, where no exemption from the rules on public offerings applies under (a) and (b) above, the subsequent distribution of the Covered Bonds on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Consolidated Financial Services Act and CONSOB Regulation No. 11971. Failure to comply with such rules may result in the sale of such Covered Bonds being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.*

## **Japan**

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the “**FIEA**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, 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 Control Law (Law 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.

## **General**

No action has been or will be taken in any country or jurisdiction by the Issuer, the Guarantor LP, the Dealers or the Bond Trustee that would permit a public offering of Covered Bonds, or possession or distribution of any offering material in relation thereto, in such country or jurisdiction where action for that purpose is required and such action not been taken. The Dealership Agreement provides that each Dealer will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes offering material, in all cases at their own expense.

The Dealership Agreement also provides that the Dealers will not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions will, as a result of change(s) or change(s) in official interpretation, after the date hereof, in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “General” above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in the applicable Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Covered Bonds) or (in any other case) in a supplement to this document.

Persons into whose hands this document or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Covered Bonds or have in their possession or distribute such offering material, in all cases at their own expense.

## GENERAL INFORMATION

1. The listing of the Covered Bonds on the Official List will be expressed as a percentage of their principal amount (exclusive of accrued interest). Any Tranche of Covered Bonds which is to be listed on the Official List and to trading on the Market or the PSM will be admitted separately upon submission of the applicable Final Terms and any other information required, subject to the issue of the relevant Covered Bonds. Prior to official listing, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day after the day of the transaction. The listing of the Programme in respect of the Covered Bonds is expected to be granted on or about April 8, 2011.

Covered Bonds may be issued pursuant to the Programme which will not be admitted to the Official List or to trading on the Market or the PSM or listed on any other stock exchange or which will be listed on such stock exchange as the Issuer and the relevant Dealer(s) or Covered Bondholder(s), as applicable, may agree.

2. The establishment of the Programme and the issue of Covered Bonds was authorized by resolutions of the Board of Directors of the Issuer passed on August 24, 2007. The giving of the Covered Bond Guarantee has been duly authorized by resolution of the Managing GP on behalf of the Guarantor LP dated on the Programme Establishment Date and further resolution of the Managing GP on behalf of the Guarantor LP dated April 6, 2011. The Issuer and the Guarantor LP have obtained or will obtain from time to time all necessary consents, approvals and authorizations in connection with the issue and performance of the Covered Bonds and the Covered Bond Guarantor LP.
3. Other than the Enron related litigation disclosed in the "Litigation" paragraph in Note 25 of the Bank's 2010 Annual Consolidated Financial Statements set out on page 126 of the Bank's 2010 Annual Report to Shareholders and incorporated by reference herein, there are no, nor have there been any governmental, legal or arbitration proceedings involving the Issuer or any of its subsidiaries or the Guarantor LP (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had during the twelve months prior to the date of this document, individually or in the aggregate, a significant effect on the financial position or profitability of the Issuer or of the Issuer and its subsidiaries taken as a whole or the Guarantor LP.
4. There has been no significant change in the financial position of the Issuer and its consolidated subsidiaries taken as a whole since January 31, 2011, the last day of the financial period in respect of which the most recent unaudited interim consolidated financial statements of the Issuer have been prepared, or of the financial position or trading position of the Guarantor LP since October 5, 2007, being the date of its formation. There has been no material adverse change in the prospects of the Bank and its consolidated subsidiaries taken as a whole since October 31, 2010, the last day of the financial period in respect of which the most recent audited published consolidated financial statements of the Bank have been prepared, or of the Guarantor LP since October 5, 2007, being the date of its formation.
5. The auditor of the Issuer are Deloitte & Touche LLP ("**D&T**") who are Independent Registered Chartered Accountants and Licensed Public Accountants and subject to oversight by the Canadian Public Accountability Board and Public Company Accounting Oversight Board (United States). D&T has also been accepted for transitional registration in the Register of Third Country Auditors maintained by the Professional Oversight Board in the United Kingdom in accordance with the European Commission Decision of 29 July, 2008 (2008/627/EC). D&T is independent of the Bank within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario and has no material interest in the Bank. The address for D&T is set out on the last page hereof.
6. The consolidated financial statements of the Issuer for the years ended October 31, 2010 and 2009 prepared in accordance with Canadian GAAP, were audited in accordance with Canadian generally accepted auditing standards by D&T and in accordance with the standards of the Public Company Accounting Oversight Board (United States) by D&T. D&T expressed an unqualified opinion thereon in their report dated December 2, 2010, including the additional explanatory paragraph on Canada-United States of America Reporting Difference.
7. For so long as the Programme remains in effect or any Covered Bonds are outstanding, copies of the following documents may be inspected during normal business hours at the specified office of the Issuing and Paying Agent and the Registrar and obtained from the executive and head offices of the Issuer, namely:
  - (i) the *Bank Act* (Canada) (being the charter of the Issuer) and by-laws of the Issuer and the constating documents of the Guarantor LP;

- (ii) the Agency Agreement (which includes the form of the Global Covered Bonds, the definitive Bearer Covered Bonds, the Certificates, the Coupons, the Receipt and the Talons);
- (iii) the Dealership Agreement and Canadian Dealer Agreement;
- (iv) the Transaction Documents (including, without limitation, the Trust Deed containing the Covered Bond Guarantee);
- (v) the Annual Report of the Issuer for the two most recently completed fiscal years, which includes audited annual comparative consolidated financial statements of the Issuer and the auditor's reports thereon (the Guarantor LP is not required to prepare audited accounts pursuant to (i) applicable Canadian law, (ii) a derogation granted by the UK Listing Authority under the requirement set out in Annex VI and Annex IX of the Prospectus Directive Regulations ("**PD Regulation**"); and (iii) exemptive relief from the Canadian securities regulatory authorities from certain financial disclosure prescribed by applicable securities law in Canada);
- (vi) the most recent quarterly report of the Issuer including the unaudited interim consolidated financial statements; the Guarantor LP is not required to prepare any unaudited interim accounts pursuant to applicable Canadian law;
- (vii) each Final Terms for a Tranche of Covered Bonds that is offered to the public or admitted to trading on a regulated market in any Member State of the EEA in circumstances requiring publication of a prospectus in accordance with Directive 2003/71/EC and any relevant implementing measure or admitted to trading on the PSM;
- (viii) a copy of the Prospectus together with any supplementary listing particulars or other supplement to the Prospectus or Stand-Alone Prospectus, including the Canadian Prospectus; and
- (ix) a copy of the subscription agreement for Covered Bonds issued on a syndicated basis which are admitted to the Official List.

Copies of some of the foregoing documents may also be available for viewing under the name of the Issuer on SEDAR at [www.sedar.com](http://www.sedar.com).

8. The Covered Bonds have been accepted for clearance through Euroclear and Clearstream, Luxembourg which are the entities in charge of keeping the records in respect of the Covered Bonds. The appropriate common code and International Securities Identification Number for the relevant Covered Bonds will be contained in the Final Terms relating thereto. In addition, Registered Covered Bonds have been accepted by CDS for trading in book-entry form. The Issuer may make an application for any Registered Covered Bonds to be accepted for trading in book-entry form by DTC. The CUSIP and/or CINS numbers for each Tranche of Registered Bonds, together with the relevant ISIN and Common Code, will be specified in the applicable Final Terms. If the Covered Bonds are to clear through an additional or alternative clearing system, the appropriate information (including address) will be specified in the applicable Final Terms. The address of Euroclear is 1 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream is 42 Avenue J. F. Kennedy, L-1855 Luxembourg. The address of DTC is 55 Water Street, New York, New York, 10041-0099, United State of America. The address of CDS is 85 Richmond Street West, Toronto, ON, M5H 2C9.
9. The price and amount of Covered Bonds to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
10. Bearer Covered Bonds (other than Temporary Global Covered Bonds) and any Coupon appertaining thereto will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a Bearer Covered Bond or Coupon generally will not be allowed to deduct any loss realized on the sale, exchange or redemption of such Bearer Covered Bond or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
11. Settlement arrangements will be agreed between the Issuer, the relevant Dealer(s) or Covered Bondholder(s), as applicable, and the Issuing and Paying Agent or, as the case may be, the Registrar in relation to each Tranche of Covered Bonds.
12. The Issuer will provide post-issuance information to Holders of Covered Bonds in the form of Investor Reports, which will be available on the Issuer's website at [http://www.rbc.com/investorrelations/fixed\\_income/covered-bonds.html](http://www.rbc.com/investorrelations/fixed_income/covered-bonds.html). Unless otherwise provided in the applicable Final Terms, the Issuer has no intention of providing any other post-issuance information to Holders of Covered Bonds.

13. The Issuer may, on or after the date of this Prospectus, make applications for one or more certificates of approval under Article 18 of the Prospectus Directive, as implemented in the United Kingdom, to be issued by the UK Listing Authority to the competent authority in any Member State.
14. The Trust Deed provides that the Bond Trustee may rely on reports or other information from professional advisers or other experts in accordance with the provisions of the Trust Deed. However, the Bond Trustee will have no recourse to the professional advisers in respect of such certificates or reports unless the professional advisers have agreed to have a duty of care for such certificates or reports to the Bond Trustee pursuant to the terms of the relevant document(s) between the Bond Trustee and such persons.

## GLOSSARY

<b>“2010 Annual Report”</b>	The meaning given to it in <i>“Documents Incorporated by Reference”</i> on page 40;
<b>“2010 PD Amending Directive”</b>	Means Directive 2010/73/EU, as amended;
<b>“30/360”</b>	The meaning given in Condition 5.09 on page 69;
<b>“360/360”</b>	The meaning given in Condition 5.09 on page 69;
<b>“30E/360”</b>	The meaning given in Condition 5.09 on page 69;
<b>“30E/360 (ISDA)”</b>	The meaning given in Condition 5.09 on page 70;
<b>“C\$” and “Canadian dollars”</b>	The lawful currency for the time being of Canada;
<b>“€” or “euro”</b>	The lawful currency for the time being of the Partner states of the European Union that have adopted or may adopt the single currency in accordance with the Treaty on the Functioning of the European Union, as amended by the Treaty on European Union, as amended;
<b>“£” and “Sterling”</b>	The lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland;
<b>“U.S.\$” and “U.S. Dollars”</b>	The lawful currency for the time being of the United States of America;
<b>“¥”, “Yen” and “Japanese Yen”</b>	The lawful currency for the time being of Japan;
<b>“Account Bank”</b>	Royal Bank of Canada;
<b>“Accrual Period”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Accrual Yield”</b>	The rate defined, or determined in accordance with the provisions of, the relevant Final Terms;
<b>“Accrued Interest”</b>	In respect of a Loan as at any date the aggregate of all interest accrued but not yet due and payable on the Loan from (and including) the Monthly Payment Date immediately preceding the relevant date to (but excluding) the relevant date;
<b>“AcSB”</b>	The meaning given in <i>“Risk Factors”</i> on page 19;
<b>“Act”</b>	The meaning given in <i>“Taxation”</i> on page 182;
<b>“Actual/360”</b>	The meaning given in Condition 5.09 on page 69;
<b>“Actual/365 (Fixed)”</b>	The meaning given in Condition 5.09 on page 69;
<b>“Actual/Actual” or “Actual/Actual (ISDA)”</b>	The meaning given in Condition 5.09 on page 69;
<b>“Actual/Actual (ICMA)”</b>	The meaning given in Condition 5.09 on page 70;
<b>“Additional Loan Advance”</b>	A further drawing (including, but not limited to, Further Advances) in respect of Loans sold by the Seller to the Guarantor LP;
<b>“Adjusted Aggregate Loan Amount”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 157;
<b>“Adjusted Required Redemption Amount”</b>	The Canadian Dollar Equivalent of the Required Redemption Amount, plus or minus the Canadian Dollar Equivalent of any swap termination amounts payable under the Covered Bond Swap Agreement to or by the Guarantor LP in respect of the relevant Series of Covered Bonds less (where applicable) amounts standing to the credit of the Guarantor LP Accounts and the Canadian Dollar Equivalent of the principal balance of any Authorized Investments (excluding all amounts to be applied on the next following Guarantor LP Payment Date to repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds) plus or minus any swap

	termination amounts payable to or by the Guarantor LP under the Interest Rate Swap Agreement;
<b>“Agency Agreement”</b>	The agency agreement (as amended and/or supplemented and/or restated from time to time) entered into on the Programme Establishment Date and most recently amended and restated on April 6, 2011 and made between the Issuer, the Guarantor LP, the Bond Trustee, the Issuing and Paying Agent and the other Paying Agents, the Exchange Agent, the Registrars and Transfer Agents, party thereto;
<b>“Agent”</b>	Each of the Paying Agents, the Registrar, the Exchange Agent and the Transfer Agent;
<b>“Amortization Test”</b>	The test as to whether the Amortization Test Aggregate Loan Amount is at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date;
<b>“Amortization Test Aggregate Loan Amount”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 159;
<b>“Amortization Test True Balance”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 159;
<b>“Amortized Face Amount”</b>	The meaning given in Condition 6.10 on page 75;
<b>“applicable Final Terms”</b>	The meaning given on page 54;
<b>“Arrangers”</b>	RBC Capital Markets and Barclays Bank PLC (acting through its investment banking division, Barclays Capital);
<b>“Arrears of Interest”</b>	As at any date in respect of any Loan, interest (other than Capitalized Interest or Accrued Interest) on that Loan which is currently due and payable and unpaid on that date;
<b>“Asset Coverage Test”</b>	The test as to whether the Adjusted Aggregate Loan Amount is at least equal to the Canadian Dollar Equivalent of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date;
<b>“Asset Coverage Test Breach Notice”</b>	The notice required to be served by the Managing GP (or the Cash Manager on its behalf) if the Asset Coverage test has not been met on two consecutive Calculation Dates;
<b>“Asset Monitor”</b>	Deloitte & Touche LLP; in its capacity as Asset Monitor under the Asset Monitor Agreement, together with any successor asset monitor appointed from time to time;
<b>“Asset Monitor Agreement”</b>	The asset monitor agreement entered into on the Programme Establishment Date between the Asset Monitor, the Guarantor LP, the Cash Manager, the Issuer and the Bond Trustee, as the same may be amended, varied, supplemented, restated or extended from time to time;
<b>“Asset Monitor Report”</b>	The results of the tests conducted by the Asset Monitor in accordance with the Asset Monitor Agreement to be delivered to the Cash Manager, the Guarantor LP, the Issuer and the Bond Trustee;
<b>“Asset Percentage”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 159;
<b>“Asset Percentage Adjusted True Balance”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 158;
<b>“Authorized Investments”</b>	Investments of a type or class for which Rating Agency Confirmation has been received, including for example, short-term provincial and federal bonds and money market securities;

<b>“Authorized Underpayment”</b>	A Borrower making either no Monthly Payment under a Loan or a payment in an amount less than the Monthly Payment then due on the Loan, in each case, where the Seller has authorized such underpayment or non-payment;
<b>“Available Principal Receipts”</b>	<p>On a relevant Calculation Date, an amount equal to the aggregate of (without double counting):</p> <ul style="list-style-type: none"> <li>(a) the amount of Principal Receipts received during the immediately preceding Calculation Period and credited to the Principal Ledger (but, for the avoidance of doubt, excluding any Principal Receipts received in the Calculation Period beginning in the month in which the relevant Calculation Date falls); and</li> <li>(b) any other amount standing to the credit of the Principal Ledger including (i) the proceeds of any advances under the Intercompany Loan Agreement (where such proceeds have not been applied to acquire additional Covered Bond Portfolios of Loans and their Related Security, refinance an advance under the Intercompany Loan or invest in Substitute Assets and/or Authorized Investments), (ii) any Cash Capital Contributions and (iii) the proceeds from any sale of Loans pursuant to the terms of the Guarantor LP Agreement or the Mortgage Sale Agreement but excluding any amount of principal received under the Covered Bond Swap Agreement;</li> </ul>
<b>“Available Revenue Receipts”</b>	<p>On a relevant Calculation Date, an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> <li>(a) the amount of Revenue Receipts received during the previous Calculation Period and credited to the Revenue Ledger;</li> <li>(b) other net income of the Guarantor LP including all amounts of interest received on the Guarantor LP Accounts, the Substitute Assets, the Authorized Investments and in the previous Calculation Period but excluding amounts received by the Guarantor LP under the Interest Rate Swap Agreement and in respect of interest received by the Guarantor LP under the Covered Bond Swap Agreement;</li> <li>(c) prior to the service of a Notice to Pay on the Guarantor LP amounts standing to the credit of the Reserve Fund in excess of the Reserve Fund Required Amount;</li> <li>(d) any other Revenue Receipts not referred to in paragraphs (a) to (c) (inclusive) above received during the previous Calculation Period and standing to the credit of the Revenue Ledger; and</li> <li>(e) following the service of a Notice to Pay on the Guarantor LP, amounts standing to the credit of the Reserve Fund;</li> </ul> <p><i>less</i></p> <ul style="list-style-type: none"> <li>(f) Third Party Amounts, which shall be paid on receipt in cleared funds to the Seller;</li> </ul>
<b>“Bank”</b>	Royal Bank of Canada;
<b>“Bank Account Agreement”</b>	The bank account agreement entered into on the Programme Establishment Date between the Guarantor LP, the Account Bank, the Cash Manager and the Bond Trustee, as the same may be amended, varied, supplemented, restated or extended from time to time, and, if applicable, unless the context requires otherwise, the Stand-by Bank Account Agreement;
<b>“Bank Act”</b>	<i>Bank Act</i> (Canada);
<b>“Banking Day”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Base Prospectus”</b>	The meaning given on page 3;



<b>“Bearer Covered Bonds”</b>	Covered Bonds in bearer form;
<b>“Beneficial Owner”</b>	The meaning given in <i>“Book-Entry Clearance Systems”</i> on page 178;
<b>“Bearer Definitive Covered Bond”</b>	A Bearer Definitive Covered Bond and/or, as the context may require, a Registered Definitive Covered Bond;
<b>“BIA”</b>	The meaning given in <i>“Risk Factors”</i> on page 36;
<b>“Bond Basis”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Bond Trustee”</b>	Computershare Trust Company of Canada, in its capacity as bond trustee under the Trust Deed together with any successor bond trustee appointed from time to time;
<b>“Borrower”</b>	In relation to a Loan, the person or persons specified as such in the relevant Mortgage together with the person or persons (if any) from time to time assuming an obligation to repay such Loan or any part of it;
<b>“Branch of Account”</b>	The meaning given in Condition 18.01 on page 88;
<b>“Business Day”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Business Day Convention”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Calculation Agent”</b>	In relation to all or any Series of the Covered Bonds, the person initially appointed as calculation agent in relation to such Covered Bonds by the Issuer and the Guarantor LP pursuant to the Agency Agreement or, if applicable, any successor or separately appointed calculation agent in relation to all or any Series of the Covered Bonds;
<b>“Calculation Amount”</b>	The meaning given in the applicable Final Terms;
<b>“Calculation Date”</b>	The meaning given in Condition 7.01 on page 77;
<b>“Calculation Period”</b>	The period from, but excluding, the Calculation Date of the previous month to, and including, the Calculation Date of the month and, for greater certainty, references to the <b>“immediately preceding calculation period”</b> or the <b>“previous calculation period”</b> are references to the Calculation Period ending on the relevant Calculation Date;
<b>“Call Option”</b>	The meaning given in the applicable Final Terms;
<b>“Call Option Date(s)”</b>	The meaning given in Condition 6.04 on page 73;
<b>“Call Option Period”</b>	The meaning given in Condition 6.04 on page 73;
<b>“Canadian Dealers”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 194;
<b>“Canadian Dealer Agreement”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 194;
<b>“Canadian Dollar Equivalent”</b>	In relation to a Covered Bond which is denominated in (i) a currency other than Canadian Dollars, the Canadian Dollar equivalent of such amount ascertained using the relevant Covered Bond Swap Rate relating to such Covered Bond, and (ii) Canadian Dollars, the applicable amount in Canadian Dollars;
<b>“Canadian GAAP”</b>	The meaning given on page 3;
<b>“Canadian Prospectus”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 194;
<b>“Capital Account Ledger”</b>	The ledger maintained by the Cash Manager on behalf of the Guarantor LP in respect of each Partner to record the balance of each Partner’s Capital Contributions from time to time;
<b>“Capital Balance”</b>	For a Loan at any date, the principal balance of that Loan to which the Servicer applies the relevant interest rate at which interest on that Loan accrues;

<b>“Capital Contribution”</b>	In relation to each Partner, the aggregate of the capital contributed by or agreed to be contributed by that Partner to the Guarantor LP from time to time by way of Cash Capital Contributions and Capital Contributions in Kind as determined on each Calculation Date in accordance with the formula set out in the Guarantor LP Agreement;
<b>“Capital Contribution Balance”</b>	The balance of each Partner’s Capital Contributions as recorded from time to time in the relevant Partner’s Capital Account Ledger;
<b>“Capital Contributions in Kind”</b>	A contribution of Loans and their Related Security on a fully-serviced basis to the Guarantor LP in an amount equal to (a) the aggregate of the fair market value of those Loans as at the relevant Transfer Date, minus (b) any cash payment paid by the Guarantor LP for such Loans and their Related Security on that Transfer Date;
<b>“Capital Distribution”</b>	Any return on a Partner’s Capital Contribution in accordance with the terms of the Guarantor LP Agreement;
<b>“Capital Requirements Directive”</b>	Directive 2006/48 of the European Parliament and the Council dated 14 June 2006 relating to the taking up and pursuit of the business of credit institutions (recast) (implementing the Basel II framework) (as the same may be varied, amended or re-enacted from time to time);
<b>“Capitalized Arrears”</b>	For any Loan at any date, interest or other amounts which are overdue in respect of that Loan and which as at that date have been added to the Capital Balance of the Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower;
<b>“Capitalized Expenses”</b>	In relation to a Loan, the amount of any expense, charge, fee, premium or payment (excluding, however, any Arrears of Interest) capitalized and added to the Capital Balance of that Loan in accordance with the relevant Mortgage Conditions;
<b>“Capitalized Interest”</b>	For any Loan at any date, interest which is overdue in respect of that Loan and which as at that date has been added to the Capital Balance of that Loan in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower (excluding for the avoidance of doubt any Arrears of Interest which have not been so capitalized on that date);
<b>“Cash Capital Contributions”</b>	A Capital Contribution made in cash;
<b>“Cash Management Agreement”</b>	The cash management agreement entered into on the Programme Establishment Date between the Guarantor LP, the Bank in its capacity as the Cash Manager and the Bond Trustee, as the same may be amended, varied, supplemented, restated or extended from time to time;
<b>“Cash Manager”</b>	Royal Bank of Canada, in its capacity as cash manager under the Cash Management Agreement together with any successor cash manager appointed from time to time;
<b>“CCAA”</b>	The meaning given in <i>“Risk Factors”</i> on page 36;
<b>“CDS”</b>	CDS Clearing and Depository Services Inc.;
<b>“CGCB”</b>	The meaning given in condition 2.07 on page 62;
<b>“Certificate of Title”</b>	A solicitor’s or licensed conveyancer’s report or certificate of title obtained by or on behalf of the Seller in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation;
<b>“Charged Property”</b>	The property charged by the Guarantor LP pursuant to the Security Agreement;
<b>“Clearing Systems”</b>	DTC, CDS, Euroclear and/or Clearstream, Luxembourg;
<b>“Clearstream, Luxembourg”</b>	Clearstream Banking, <i>société anonyme</i> ;

<b>“Code”</b>	The meaning given to it in <i>“ERISA and Certain Other U.S. Considerations”</i> on page 192;
<b>“Common Depository”</b>	The common depository for Euroclear and Clearstream, Luxembourg;
<b>“Common Safekeeper”</b>	A common safekeeper for Euroclear and/or Clearstream, Luxembourg;
<b>“Conditions”</b>	Terms and conditions of the Covered Bonds as described under <i>“Terms and Conditions of the Covered Bonds”</i> ;
<b>“CONSOB”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 194;
<b>“Contractual Currency”</b>	The meaning given in Condition 16 on page 87;
<b>“Corporate Services Agreement”</b>	The corporate services agreement entered into on the Programme Establishment Date between, <i>inter alios</i> , the Corporate Services Provider, the Liquidation GP, the Bank and the Guarantor LP, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Corporate Services Provider”</b>	Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada, as corporate services provider to the Liquidation GP under the Corporate Services Agreement, together with any successor corporate services provider appointed from time to time;
<b>“Couponholders”</b>	The meaning given in <i>“Terms and Conditions of the Covered Bonds”</i> on page 59;
<b>“Coupons”</b>	The meaning given in <i>“Terms and Conditions of the Covered Bonds”</i> on page 59;
<b>“Covered Bond”</b>	Each covered bond issued or to be issued pursuant to the Dealership Agreement and/or which is or is to be constituted under the Trust Deed (including, for greater certainty, N Covered Bonds), which covered bond may be represented by a Global Covered Bond or any Definitive Covered Bond and includes any replacements or a Covered Bond issued pursuant to Condition 6.15 and Condition 12 or the relevant Conditions applicable to any N Covered Bond, as applicable;
<b>“Covered Bond Guarantee”</b>	A direct and, following the occurrence of a Covered Bond Guarantee Activation Event, unconditional and irrevocable guarantee by the Guarantor LP in the Trust Deed for the payment of Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment;
<b>“Covered Bond Guarantee Activation Event”</b>	The earlier to occur of (i) an Issuer Event of Default, service of an Issuer Acceleration Notice on the Issuer and service of a Notice to Pay on the Guarantor LP; and (ii) a Guarantor LP Event of Default and service of a Guarantor LP Acceleration Notice on the Issuer and the Guarantor LP (and each a <b>“Covered Bond Guarantee Activation Event”</b> as the context requires);
<b>“Covered Bond Portfolio”</b>	The portfolio of Loans and their Related Security, acquired by the Guarantor LP pursuant to the terms of the Mortgage Sale Agreement (other than Loans and their Related Security that have been redeemed in full) and each additional New Loan and its Related Security acquired by the Guarantor LP;
<b>“Covered Bond Swap Agreement”</b>	The agreement(s) (including any further replacement agreements) entered into between the Guarantor LP and the Covered Bond Swap Provider(s) in the form of an ISDA Master Agreement, as the same may be amended, varied, supplemented, restated or extended from time to time, including a schedule and confirmations in relation to each Tranche or Series of Covered Bonds;

<b>“Covered Bond Swap Early Termination Event”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 165;
<b>“Covered Bond Swap Provider”</b>	The provider(s) of the Covered Bond Swap under the Covered Bond Swap Agreement;
<b>“Covered Bond Swap Rate”</b>	In relation to a Covered Bond or Tranche or Series of Covered Bonds, the exchange rate relating to such Covered Bond or Series of Covered Bonds specified in the applicable Final Terms;
<b>“Credit Linked Covered Bonds”</b>	Covered Bonds in respect of which payments will be calculated by reference to the creditworthiness of, performance of obligations by or some other factor relating to one or more Reference Entities, as set out in the applicable Final Terms;
<b>“CRA Regulation”</b>	Means Regulation (EC) No. 1060/2009;
<b>“Current Balance”</b>	In relation to a Loan at any relevant date, means the aggregate principal balance of the Loan at such date (but avoiding double counting) including the following: (i) the Initial Advance; (ii) Capitalized Expenses; (iii) Capitalized Arrears; and (iv) any increase in the principal amount due under that Loan due to any form of Further Advance, in each case relating to such Loan less any prepayment, repayment or payment of the foregoing made on or prior to the determination date;
<b>“Custodian”</b>	The meaning given in <i>“Book-Entry Clearance Systems”</i> on page 178;
<b>“Cut-off Date”</b>	The second Business Day following the Calculation Date preceding a relevant Transfer Date or (in the case of a Product Switch or Further Advance) Guarantor LP Payment Date, as the case may be;
<b>“D&amp;T”</b>	Deloitte & Touche LLP;
<b>“Day Count Fraction”</b>	The meaning given in Condition 5.09 on page 69;
<b>“DBRS”</b>	DBRS Limited;
<b>“Dealers”</b>	Royal Bank of Canada Europe Limited, RBC Capital Markets, LLC, Barclays Bank PLC, BNP Paribas, London Branch, Commerzbank Aktiengesellschaft and any other Dealers appointed from time to time in accordance with the Dealership Agreement, which appointment may be for a specific issue or on an ongoing basis. References in this document to the relevant Dealer(s) shall, in the case of an issue of Covered Bonds being (or intended to be) subscribed for by more than one Dealer, be to all Dealers agreeing to subscribe for such Covered Bonds;
<b>“Dealership Agreement”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 194;
<b>“Definitive Regulation S Covered Bond”</b>	A Registered Covered Bond in definitive form sold to non-U.S. persons outside the United States in reliance on Regulation S;
<b>“Definitive Rule 144A Covered Bond”</b>	A Registered Covered Bond in definitive form sold to QIBs pursuant to Rule 144A;
<b>“Demand Loan”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 145;
<b>“Demand Loan Contingent Amount”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 146;
<b>“Demand Loan Repayment Event”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 145;
<b>“Designated Maturity”</b>	The meaning given in the ISDA Definitions;
<b>“Determination Date”</b>	The meaning given in the applicable Final Terms;

<b>“Determination Period”</b>	The meaning given in Condition 5.09 on page 70;
<b>“Direct Participants”</b>	The meaning given in <i>“Book-Entry Clearance Systems”</i> on page 178 and includes participants of CDS, as the context requires;
<b>“Directors”</b>	The Board of Directors for the time being of the Issuer;
<b>“Distribution Compliance Period”</b>	The period that ends 40 days after the completion of the distribution of each Tranche of Covered Bonds, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue);
<b>“DTC”</b>	The Depository Trust Company;
<b>“DTC Covered Bonds”</b>	Covered Bonds accepted into DTC’s book-entry settlement system;
<b>“DTCC”</b>	The Depository Trust & Clearing Corporation;
<b>“Dual Currency Covered Bonds”</b>	Covered Bonds in respect of which payments (whether in respect of principal or interest and whether at maturity or otherwise) will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree;
<b>“Due for Payment”</b>	<p>The requirement by the Guarantor LP to pay any Guaranteed Amounts following the service of a Notice to Pay on the Guarantor LP,</p> <p>(a) prior to the occurrence of a Guarantor LP Event of Default, on:</p> <p>(i) the date on which the Scheduled Payment Date in respect of such Guaranteed Amounts is reached, or, if later, the day which is two London Business Days following service of a Notice to Pay on the Guarantor LP in respect of such Guaranteed Amounts or if the applicable Final Terms specified that an Extended Due for Payment Date is applicable to the relevant Series of Covered Bonds, the Interest Payment Date that would have applied if the Final Maturity Date of such Series of Covered Bonds had been the Extended Due for Payment Date (the <b>“Original Due for Payment Date”</b>); and</p> <p>(ii) in relation to any Guaranteed Amounts in respect of the Final Redemption Amount payable on the Final Maturity Date for a Series of Covered Bonds only, the Extended Due for Payment Date, but only (i) if in respect of the relevant Series of Covered Bonds the Covered Bond Guarantee is subject to an Extended Due for Payment Date pursuant to the terms of the applicable Final Terms and (ii) to the extent that the Guarantor LP has been served a Notice to Pay no later than the date falling one Business Day prior to the Extension Determination Date does not pay Guaranteed Amounts equal to the Final Redemption Amount in respect of such Series of Covered Bonds by the Extension Determination Date because the Guarantor LP has insufficient moneys available under the Guarantee Priority of Payments to pay such Guaranteed Amounts in full on the earlier of (a) the date which falls two London Business Days after service of such Notice to Pay on the Guarantor LP or, if later, the Final Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 7.01 (a)) or (b) the Extension Determination Date,</p> <p>or, if, in either case, such day is not a Business Day, the next following Business Day. For the avoidance of doubt, Due for Payment does not refer to any earlier date upon which payment of any Guaranteed Amounts may become due under the guaranteed obligations, by reason of prepayment, acceleration of maturity, mandatory or optional redemption or otherwise save as provided in paragraph (ii) below; or</p>

- (b) following the occurrence of a Guarantor LP Event of Default, the date on which a Guarantor LP Acceleration Notice is served on the Issuer and the Guarantor LP;

**“Earliest Maturing Covered Bonds”**

At any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Guarantor LP in the Guarantor LP Accounts and/or Authorized Investments or a combination thereof) that has or have the earliest Final Maturity Date as specified in the applicable Final Terms (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a Guarantor LP Event of Default);

**“Early Redemption Amount”**

The meaning given in the relevant Final Terms;

**“EEA” or “European Economic Area”**

The meaning given on page 3;

**“Eligibility Criteria”**

The meaning given in “*Summary of the Principal Documents*” on page 147;

**“Eligible Mortgage Loan”**

A Loan which at the time of determination satisfies each of the Eligibility Criteria;

**“Equity Linked Covered Bonds”**

Covered Bonds in respect of which payments will be calculated by reference to the price, value, performance or some other factor relating to one or more Reference Assets, as set out in the applicable Final Terms;

**“ERISA”**

The meaning given to it in “*ERISA and Certain Other U.S. Considerations*” on page 192;

**“ERISA Plans”**

The meaning given to it in “*ERISA and Certain Other U.S. Considerations*” on page 192;

**“EU”**

European Union;

**“EU CRA”**

The meaning given on the cover page;

**“EURIBOR” or “EUROLIBOR”**

Euro-zone inter-bank offered rate;

**“Euroclear”**

Euroclear Bank S.A/N.V.;

**“Eurobond Basis”**

The meaning given in Condition 5.09 on page 69;

**“Eurodollar Convention”**

The meaning given in Condition 5.09 on page 68;

**“Eurosystem”**

The meaning given in “*Risk Factors*” on page 36;

**“Euro-zone”**

The meaning given in Condition 5.09 on page 70;

**“Excess Proceeds”**

Moneys received (following the occurrence of an Issuer Event of Default and delivery of an Issuer Acceleration Notice) by the Bond Trustee from the Issuer or any administrator, administrative receiver, receiver, liquidator, trustee in sequestration or other similar official appointed in relation to the Issuer;

**“Exchange Agent”**

Royal Bank of Canada, in its capacity as exchange agent (which expression shall include any successor exchange agent);

**“Exchange Date”**

The meaning specified in the relevant Final Terms;

**“Exchange Event”**

The meaning given in “*Form of the Covered Bonds*” on page 54;

**“Excluded Holder”**

The meaning given in Condition 18.03 on page 88;

**“Excluded Scheduled Interest Amounts”**

The meaning given in the definition of “Scheduled Interest” below;

**“Excluded Scheduled Principal Amounts”**

The meaning given in the definition of “Scheduled Principal” below;

**“Excluded Swap Termination Amount”**

In relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable (a) to the relevant Swap Provider as a result of a Swap Provider Default with respect to such

	Swap Provider or (b) to the relevant Swap Provider following a Swap Provider Downgrade Event with respect to such Swap Provider;
<b>“Existing Covered Bonds”</b>	The Covered Bonds of all Series then outstanding;
<b>“Extended Due for Payment Date”</b>	In relation to any Series of Covered Bonds, the date, if any, specified as such in the applicable Final Terms to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Final Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on the Extension Determination Date;
<b>“Extension Determination Date”</b>	In respect of a Series of Covered Bonds, the date falling two Business Days after the expiry of seven days from (and including) the Final Maturity Date of such Series of Covered Bonds;
<b>“Extraordinary Resolution”</b>	Means (a) a resolution passed at a meeting of the Holders of the Covered Bonds duly convened and held in accordance with the terms of the Trust Deed by a majority consisting of not less than three fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded by a majority consisting of not less than three fourths of the votes cast on such poll; or (b) a resolution in writing signed by or on behalf of the Holders of the Covered Bond holding not less than 50 per cent. in Principal Amount Outstanding of the Covered Bonds, which resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the Holders of the Covered Bonds;
<b>“FIEA”</b>	Means the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended);
<b>“Final Maturity Date”</b>	The Interest Payment Date on which each Series of Covered Bonds will be redeemed at their Principal Amount Outstanding in accordance with the Conditions;
<b>“Final Redemption Amount”</b>	The meaning given in the relevant Final Terms;
<b>“Final Terms”</b>	Final Terms of any Tranche (or in the case of N Covered Bonds, such Series) of Covered Bonds as described under <i>“Terms and Conditions of the Covered Bonds”</i> and which, (i) with respect to Covered Bonds to be admitted to the Official List and admitted to trading by the London Stock Exchange, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of the applicable Tranche of Covered Bonds, and (ii) with respect to any Series of N Covered Bond, means for greater certainty, the Conditions applicable thereto;
<b>“Financial Centre”</b>	The financial centre or centres specified in the applicable Final Terms;
<b>“Fitch”</b>	Fitch, Inc.;
<b>“Fixed Amount Payer”</b>	The meaning given in the ISDA Definitions;
<b>“Fixed Amounts”</b>	The meaning specified in the applicable Final Terms;
<b>“Fixed Coupon Amount”</b>	The meaning specified in the applicable Final Terms;
<b>“Fixed Interest Period”</b>	The meaning given in Condition 5.02 on page 65;
<b>“Fixed Rate Covered Bonds”</b>	Covered Bonds paying a fixed rate of interest on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s);
<b>“Floating Rate”</b>	The meaning given in the ISDA Definitions;
<b>“Floating Rate Convention”</b>	The meaning specified in the applicable Final Terms;
<b>“Floating Rate Covered Bonds”</b>	Covered Bonds which bear interest at a rate determined: <ul style="list-style-type: none"> <li>(a) on the same basis as the floating rate under a notional schedule and confirmations for each Tranche and/or Series of Covered Bonds in the relevant Specified Currency</li> </ul>

	governed by the Interest Rate Swap Agreement incorporating the ISDA Definitions; or
	(b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
	(c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s), as set out in the applicable Final Terms;
<b>“Floating Rate Option”</b>	The meaning given in the ISDA Definitions;
<b>“Following Business Day Convention”</b>	The meaning specified in the applicable Final Terms;
<b>“FRN Convention”</b>	The meaning given in Condition 5.09 on page 68;
<b>“FSMA”</b>	Financial Services and Markets Act 2000, as amended;
<b>“Further Advance”</b>	In relation to a Loan, any advance of further money to the relevant Borrower following the making of the Initial Advance, which is secured by the same Mortgage as the Initial Advance, excluding the amount of any retention in respect of the Initial Advance;
<b>“GIC Account”</b>	The account in the name of the Guarantor LP held with the Account Bank and maintained subject to the terms of the Guaranteed Investment Contract, the Bank Account Agreement and the Security Agreement or such additional or replacement account as may be for the time being in place with the prior consent of the Bond Trustee;
<b>“GIC Provider”</b>	Royal Bank, in its capacity as GIC provider under the Guaranteed Investment Contract together with any successor GIC provider appointed from time to time;
<b>“Global Covered Bond”</b>	A Bearer Global Covered Bond and/or Registered Global Covered Bond, as the context may require;
<b>“GST”</b>	GST means goods and services tax payable under Part IX of the <i>Excise Tax Act</i> (Canada);
<b>“Guaranteed Amounts”</b>	Prior to the service of a Guarantor LP Acceleration Notice, with respect to any Original Due for Payment Date or, if applicable, any Extended Due for Payment Date, the sum of Scheduled Interest and Scheduled Principal, in each case, payable on that Original Due for Payment Date or, if applicable, any Extended Due for Payment Date, or after service of a Guarantor LP Acceleration Notice, an amount equal to the relevant Early Redemption Amount as specified in the Conditions plus all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds, including all Excluded Scheduled Interest Amounts, all Excluded Scheduled Principal Amounts (whenever the same arose) and all amounts payable by the Guarantor LP under the Trust Deed;
<b>“Guaranteed Investment Contract” or “GIC”</b>	The guaranteed investment contract between the Guarantor LP, the GIC Provider, the Bond Trustee and the Cash Manager entered into on the Programme Establishment Date, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Guarantee Loan”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 145;
<b>“Guarantee Priority of Payments”</b>	The meaning given in Condition 6.01 on page 73;
<b>“Guarantor LP”</b>	RBC Covered Bond Guarantor Limited Partnership;
<b>“Guarantor LP Acceleration Notice”</b>	The meaning given in Condition 7.02 on page 78;



<b>“Guarantor LP Accounts”</b>	The GIC Account, the Transaction Account (to the extent maintained) and any additional or replacement accounts opened in the name of the Guarantor LP, including the Standby GIC Account and the Standby Transaction Account;
<b>“Guarantor LP Agreement”</b>	The amended and restated limited partnership agreement in respect of the Guarantor LP entered into on the Programme Establishment Date and most recently amended and restated on March 16, 2010, between the Managing GP, the Liquidation GP and the Bank 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;
<b>“Guarantor LP Event of Default”</b>	The meaning given in Condition 7.02 on page 78;
<b>“Guarantor LP Payment Date”</b>	The 17 <sup>th</sup> day of each month or if not a Business Day the next following Business Day;
<b>“Guarantor LP Payment Period”</b>	The period from and including a Guarantor LP Payment Date to but excluding the next following Guarantor LP Payment Date;
<b>“Holders of the Covered Bonds”</b>	The holders for the time being of the Covered Bonds;
<b>“HMRC”</b>	has the meaning specified in “ <i>Taxation</i> ” on page 183;
<b>“IFRS”</b>	The meaning given in “ <i>Risk Factors</i> ” on page 19;
<b>“Incorporated Documents”</b>	The meaning given on page 3;
<b>“Index Linked Covered Bonds”</b>	Index Linked Redemption Covered Bonds and Index Linked Interest Covered Bonds;
<b>“Index Linked Interest Covered Bonds”</b>	Covered Bonds in respect of which payments of interest will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer(s) may agree;
<b>“Index Linked Redemption Covered Bonds”</b>	Covered Bonds in respect of which payments of principal will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer(s) may agree;
<b>“Indirect Participants”</b>	The meaning given in “ <i>Book-Entry Clearance Systems</i> ” on page 179;
<b>“Initial Advance”</b>	In respect of any Loan, the original principal amount advanced by the Seller to the relevant Borrower;
<b>“Insolvency Event”</b>	In respect of the Seller, the Servicer or the Cash Manager: <ul style="list-style-type: none"> <li>(a) an order is made or an effective resolution passed for the winding up of the relevant entity; or</li> <li>(b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business; or</li> <li>(c) an encumbrancer takes possession or a receiver, administrator, administrative receiver or other similar officer is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or</li> <li>(d) the relevant entity is unable to pay its debts as they fall due, other than where the Seller, Servicer or the Cash Manager is the Issuer;</li> </ul>
<b>“Instalment Amount”</b>	The meaning given in Condition 1.07 on page 61;

<b>“Instalment Covered Bonds”</b>	Covered Bonds which will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Final Terms;
<b>“Instalment Dates”</b>	The meaning given in the applicable Final Terms;
<b>“Intercompany Loan Agreement”</b>	The amended and restated loan agreement initially entered into on the Programme Establishment Date and amended and restated on April 6, 2011, between the Issuer, the Guarantor LP and the Bond Trustee, as the same may be amended, varied, supplemented, restated or extended from time to time;
<b>“Interest Accrual Period”</b>	The relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date;
<b>“Interest Amount”</b>	The amount of interest payable on the Floating Rate Covered Bonds or Index Linked Interest Covered Bonds in respect of each Specified Denomination for the relevant Interest Period;
<b>“Interest Basis”</b>	The meaning given in the applicable Final Terms;
<b>“Interest Commencement Date”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Interest Determination Date”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Interest Payment Date”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Interest Period”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Interest Rate Swap Agreement”</b>	The agreement(s) (including any further replacement agreements) entered into between the Guarantor LP and the Interest Rate Swap Provider(s) in the form of an ISDA Master Agreement, including a schedule and confirmations in relation to each Tranche or Series of Covered Bonds, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Interest Rate Swap Early Termination Event”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 163;
<b>“Interest Rate Swap Provider”</b>	The provider(s) of the Interest Rate Swap under the Interest Rate Swap Agreement;
<b>“Inverse Floating Rate Covered Bonds”</b>	A Covered Bond that has an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR;
<b>“Investor Reports”</b>	The monthly report made available to the Bond Trustee and the Rating Agencies and as otherwise specified in the applicable Final Terms, detailing, <i>inter alia</i> , that the Asset Coverage Test is met;
<b>“ISDA”</b>	International Swaps and Derivatives Association, Inc.;
<b>“ISDA Definitions”</b>	The meaning given in Condition 5.09 on page 71;
<b>“ISDA Determination”</b>	The meaning specified in the applicable Final Terms;
<b>“ISDA Master Agreement”</b>	The 2002 Master Agreement, as published by ISDA, as the same may be amended, varied, supplemented, restated or extended from time to time;
<b>“ISDA Rate”</b>	The meaning given in Condition 5.04 on page 66;
<b>“Issuing and Paying Agent”</b>	Royal Bank of Canada, acting through its London branch, in its capacities as issuing and paying agent and any successor to the Bank in its capacity as such;
<b>“Issue Date”</b>	Each date on which the Issuer issues Covered Bonds to purchasers of the Covered Bonds;
<b>“Issue Price”</b>	The meaning specified in the applicable Final Terms;
<b>“Issuer”</b>	Royal Bank of Canada;

<b>“Issuer Acceleration Notice”</b>	The meaning given in Condition 7.01 on page 77;
<b>“Issuer Event of Default”</b>	The meaning given in Condition 7.01 on page 77;
<b>“Issuer-ICSDs Agreement”</b>	The agreement between the Issuer and Euroclear and Clearstream dated April 6, 2011, in respect of securities to be issued under the Programme;
<b>“Italy”</b>	The meaning given in “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ” on page 199;
<b>“Latest Valuation”</b>	In relation to any Property, the value given to that Property by the most recent valuation addressed to the Seller or obtained from an independently maintained valuation model, acceptable to reasonable and prudent institutional mortgage lenders in the Seller’s market;
<b>“Ledger”</b>	Each of the Revenue Ledger, the Principal Ledger, the Reserve Ledger and the Capital Account Ledgers;
<b>“Legended Covered Bonds”</b>	The meaning given in “ <i>U.S. Information</i> ” on page 6;
<b>“Legislative Exchange”</b>	The meaning given in Condition 6.15 on page 76;
<b>“Lending Criteria”</b>	The lending criteria of the Seller from time to time, or such other criteria as would be acceptable to reasonable and prudent institutional mortgage lenders in the Seller’s market;
<b>“LGP Trust”</b>	The meaning given in “Structure Overview – Ownership Structure of the Liquidation GP” on page 16;
<b>“LIBOR”</b>	London inter-bank offered rate;
<b>“Limited Partner”</b>	Royal Bank of Canada, in its capacity as a limited partner of the Guarantor LP, individually and together with such other person or persons who may from time to time, become limited partner(s) of the Guarantor LP;
<b>“Liquidation GP”</b>	6848320 Canada Inc., in its capacity as liquidation general partner of the Guarantor LP together with any successor liquidation general partner;
<b>“Listing Particulars”</b>	The meaning given on page 3;
<b>“Loan”</b>	Any mortgage loan, including Canadian first lien residential mortgages and home equity lines of credit referenced by its mortgage loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other moneys (including all Additional Loan Advances) due or owing with respect to that mortgage loan under the relevant Mortgage Conditions by a Borrower on the security of a Mortgage from time to time outstanding, or, as the context may require, the Borrower’s obligations in respect of the same;
<b>“Loan and Related Security Files”</b>	The file or files relating to each Loan and its Related Security (including files kept in microfiche format or similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing, among other things, the original fully executed copy of the document(s) evidencing the Loan and its Related Security, including the relevant loan agreement (together with the promissory note, if any, evidencing such Loan or, if applicable, a guarantor of the Borrower), and, if applicable, evidence of the registration thereof or filing of financing statements under the PPSA, and the mortgage documentation, Mortgage Deed and other Related Security documents in respect thereof and evidence of paper or electronic registration from the applicable land registry office, land titles office or similar place of public record in which the related Mortgage is registered together with a copy of other evidence, if applicable, of any applicable insurance policies in respect thereof to which the Seller or the Guarantor LP, as the case may be, is entitled to any benefit, a copy of the policy of title insurance or opinion of counsel regarding title, priority of the Mortgage or other usual matters, in each case, if any, and any and all other documents (including all

	electronic documents) kept on file by or on behalf of the Seller relating to such Loan;
<b>“Loan Offer Notice”</b>	A notice from the Guarantor LP served on the Seller offering to sell Loans and their Related Security for an offer price equal to the greater of the then fair market value of such Loans and the Adjusted Required Redemption Amount;
<b>“Loan Repurchase Notice”</b>	A notice from the Guarantor LP to the Seller delivered pursuant to the Mortgage Sale Agreement identifying a Loan or its Related Security in the Covered Bond Portfolio which, as at the relevant Transfer Date, (i) does not comply with the Representations and Warranties set out in the Mortgage Sale Agreement, or (ii) is subject to an adverse claim other than a Permitted Security Interest or arising through the Purchaser, which materially and adversely affects the interest of the Purchaser in such Loan or the value of the affected Loan;
<b>“London Banking Day”</b>	A day on which commercial banks in London are open for general business;
<b>“London Stock Exchange”</b>	London Stock Exchange plc;
<b>“LTV Adjusted True Balance”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 157;
<b>“Managing GP”</b>	RBC Covered Bond GP Inc., in its capacity as managing general partner of the Guarantor LP together with any successor managing general partner;
<b>“Market”</b>	The meaning given on the cover page;
<b>“Markets in Financial Instruments Directive”</b>	The meaning given on the cover page;
<b>“Master Definitions and Construction Agreement”</b>	The master definitions and construction agreement initially entered into on the Programme Establishment Date and most recently amended and restated on April 6, 2011 between the parties to the Transaction Documents (other than the Covered Bondholders), as the same may be amended, varied, supplemented or restated from time to time;
<b>“Maximum Redemption Amount”</b>	The meaning specified in the applicable Final Terms;
<b>“Minimum and/or Maximum Interest Rate”</b>	The meaning specified in the applicable Final Terms;
<b>“Minimum Redemption Amount”</b>	The meaning specified in the applicable Final Terms;
<b>“Modified Following Business Day Convention” or “Modified Business Day Convention”</b>	The meaning specified in the applicable Final Terms;
<b>“Monthly Payment Date”</b>	In relation to a Loan, the date in each month on which the relevant Borrower is required to make a payment of interest and, if applicable, principal for that Loan, as required by the applicable Mortgage Conditions;
<b>“Moody’s”</b>	Moody’s Investors Service Inc.;
<b>“Mortgage”</b>	In respect of any Loan each first fixed charge by way of legal mortgage sold, transferred and assigned by the Seller to the Guarantor LP pursuant to the Mortgage Sale Agreement or the Guarantor LP Agreement which secures the repayment of the relevant Loan including the Mortgage Conditions applicable to it;
<b>“Mortgage Conditions”</b>	All the terms and conditions applicable to a Loan, including without limitation those set out in the Seller’s relevant mortgage conditions booklet and the Seller’s relevant general conditions, each as varied from time to time by the relevant Loan agreement between the lender under the Loan and the Borrower, as the same may be amended from time to time, and the relevant Mortgage Deed;

<b>“Mortgage Deed”</b>	In respect of any Mortgage, the deed creating that Mortgage;
<b>“Mortgage Sale Agreement”</b>	The mortgage sale agreement entered into on the Programme Establishment Date between the Seller, the Guarantor LP and the Bond Trustee, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Mortgage Terms”</b>	The terms of the applicable Mortgage;
<b>“N Covered Bond”</b>	A Covered Bond in definitive form sold to a specified Covered Bondholder in the form of a German “ <i>Namensschuldverschreibung</i> ” in accordance with the provisions of any agreement between the Issuer and the Covered Bondholder, the Agency Agreement and the Trust Deed, in the form of a German “ <i>Namensschuldverschreibung</i> ” substantially in the form set out in the Trust Deed and registered in the Register maintained by the Registrar;
<b>“N Covered Bond Agreement”</b>	The meaning given in the “ <i>Form of the Covered Bonds</i> ”, in this document;
<b>“N Covered Bond Assignment Agreement”</b>	An assignment agreement substantially in the form attached to the relevant N Covered Bond delivered in accordance with the Conditions in respect of the relevant Series of N Covered Bond;
<b>“Negative Carry Factor”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 159;
<b>“New Covered Bonds”</b>	The meaning given in Condition 6.15 on page 76;
<b>“New Loans”</b>	Loans, other than the Loans comprised in the Covered Bond Portfolio, which the Seller may assign or transfer to the Guarantor LP pursuant to the Mortgage Sale Agreement;
<b>“New Loan Type”</b>	A new type of mortgage loan originated or acquired by the Seller, which the Seller intends to transfer to the Guarantor LP, the terms and conditions of which are materially different (in the opinion of the Seller, acting reasonably) from the Loans. For the avoidance of doubt, a mortgage loan will not constitute a New Loan Type if it differs from the Loans due to it having different interest rates and/ or interest periods and/or time periods for which it is subject to a fixed rate, capped rate, tracker rate or any other interest rate or the benefit of any discounts, cash-backs and/or rate guarantees;
<b>“New Seller”</b>	Any person that accedes to the relevant Transaction Documents and sells loans and their Related Security to the Guarantor LP in the future;
<b>“NGCB”</b>	The meaning given in “ <i>Form of the Covered Bonds</i> ” on page 54;
<b>“Non-Performing Loan”</b>	Any Loan in the Covered Bond Portfolio which is more than three months in arrears;
<b>“Non-Performing Loans Notice”</b>	A notice from the Cash Manager to the Seller identifying one or more Non-Performing Loans;
<b>“Non-resident Holder”</b>	The meaning given in “ <i>Taxation</i> ” on page 182;
<b>“Notice to Pay”</b>	The meaning given in Condition 7.01 on page 77;
<b>“NSS”</b>	The New Safekeeping Structure;
<b>“Offer Period”</b>	The meaning specified in the applicable Final Terms;
<b>“Official List”</b>	Official list of the UK Listing Authority;
<b>“Optional Redemption Amount”</b>	The meaning specified in the applicable Final Terms;
<b>“Optional Redemption Date”</b>	The meaning specified in the applicable Final Terms;
<b>“Original Due for Payment Date”</b>	Has the meaning given in paragraph (i)(a) of the definition of “Due for Payment”;
<b>“OSFI”</b>	The meaning given in “ <i>Risk Factors</i> ” on page 36;
<b>“Outstanding Principal Amount”</b>	The meaning given in Condition 5.09 on page 71;

<b>“Partial Covered Bond Portfolio”</b>	Part of any Covered Bond Portfolio of Loans;
<b>“Participant”</b>	A Direct and/or Indirect Participant;
<b>“Participating Debt Interest”</b>	The meaning given in <i>“Taxation”</i> on page 182;
<b>“Partners”</b>	The Managing GP, the Liquidation GP and the Limited Partner and any other limited partner who may become a limited partner of the Guarantor LP from time to time, and the successors and assigns of each thing;
<b>“Paying Agents”</b>	The meaning given in <i>“Terms and Conditions of the Covered Bonds”</i> on page 58;
<b>“Payment Day”</b>	The meaning given in Condition 9.12 on page 83;
<b>“Payment Ledger”</b>	The ledger of such name maintained by the Cash Manager pursuant to the Cash Management Agreement to record payments by or on behalf of the Guarantor LP in accordance with the terms of the Guarantor LP Agreement;
<b>“Permanent Global Covered Bond”</b>	The meaning given in <i>“Form of the Covered Bonds”</i> on page 54;
<b>“Plans”</b>	The meaning given to it in <i>“ERISA and Certain Other U.S. Considerations”</i> on page 192;
<b>“Post-Enforcement Priority of Payments”</b>	The meaning given in <i>“Cashflows”</i> on page 176;
<b>“Post Issuer Event of Default Yield Shortfall Test”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 154;
<b>“Potential Issuer Event of Default”</b>	The meaning given in Condition 13 on page 86;
<b>“Potential Guarantor LP Event of Default”</b>	The meaning given in Condition 13 on page 86;
<b>“Pre-Acceleration Principal Priority of Payments”</b>	The meaning given in <i>“Cashflows”</i> on page 173;
<b>“Pre-Acceleration Revenue Priority of Payments”</b>	The meaning given in <i>“Cashflows”</i> on page 171;
<b>“Preceding Business Day Convention”</b>	The meaning given in Condition 5.09 on page 68;
<b>“Price Option”</b>	The meaning specified in the ISDA Definitions;
<b>“Principal Amount Outstanding”</b>	In respect of a Covered Bond the principal amount of that Covered Bond on the relevant Issue Date thereof less principal amounts received by the relevant holder of the Covered Bonds in respect thereof;
<b>“Principal Ledger”</b>	The ledger of such name maintained by the Cash Manager pursuant to the Cash Management Agreement to record the credits and debits of Principal Receipts held by the Cash Manager for and on behalf of the Guarantor LP and/or in the Guarantor LP Accounts;
<b>“Principal Receipts”</b>	<ul style="list-style-type: none"> <li>(a) principal repayments under the Loans (including payments of arrears, Capitalized Interest, Capitalized Expenses and Capitalized Arrears);</li> <li>(b) recoveries of principal from defaulting Borrowers under Loans being enforced (including the proceeds of sale of the relevant Property);</li> <li>(c) any repayments of principal (including payments of arrears, Capitalized Interest, Capitalized Expenses and Capitalized Arrears) received pursuant to any insurance policy in respect of a Property in connection with a Loan in the Covered Bond Portfolio; and</li> </ul>

	(d) the proceeds of the purchase of any Loan by a Purchaser from the Guarantor LP (excluding, for the avoidance of doubt, amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant purchase date);
<b>“Priorities of Payments”</b>	The orders of priority for the allocation and distribution of amounts standing to the credit of the Guarantor LP in different circumstances;
<b>“Product Switch”</b>	A variation to the financial terms or conditions included in the Mortgage Conditions applicable to a Loan other than: <ul style="list-style-type: none"> <li>(a) any variation agreed with a Borrower to control or manage arrears on a Loan;</li> <li>(b) any variation in the maturity date of a Loan;</li> <li>(c) any variation imposed by statute or any variation in the frequency with which the interest payable in respect of the Loan is charged;</li> <li>(d) any variation to the interest rate as a result of the Borrowers switching to a different rate;</li> <li>(e) any change to a Borrower under the Loan or the addition of a new Borrower under a Loan;</li> <li>(f) any change in the repayment method of the Loan;</li> </ul>
<b>“Programme”</b>	€15 billion global Covered Bond Programme;
<b>“Programme Establishment Date”</b>	October 25, 2007;
<b>“Programme Resolution”</b>	The meaning given in Condition 13 on page 85;
<b>“Property”</b>	A freehold, leasehold or commonhold property which is subject to a Mortgage;
<b>“Prospectus”</b>	Means this document;
<b>“Prospectus Directive”</b>	The meaning given on the cover page;
<b>“PSM”</b>	The meaning given on the cover page;
<b>“PTCE”</b>	The meaning given to it in <i>“ERISA and Certain Other U.S. Considerations”</i> on page 192;
<b>“Purchaser”</b>	Any third party or the Seller to whom the Guarantor LP offers to sell Loans and their Related Security;
<b>“Put Notice”</b>	The meaning given in Condition 6.06 on page 74;
<b>“Put Option”</b>	The meaning given in the applicable Final Terms;
<b>“QIB”</b>	A “qualified institutional buyer” within the meaning of Rule 144A;
<b>“Randomly Selected Loans”</b>	Loans and, if applicable, their Related Security, in the Covered Bond Portfolio, selected in accordance with the terms of the Guarantor LP Agreement on a basis that is not designed to favour the selection of any identifiable class or type or quality of Loans and their Related Security over all the Loans and their Related Security in the Covered Bond Portfolio, except with respect to identifying such Loans and their Related Security as having been acquired by the Guarantor LP from a particular Seller, if applicable;
<b>“Rating Agency Confirmation”</b>	The meaning given in Condition 20 on page 89;
<b>“Rating Agency” or “Rating Agencies”</b>	The meaning given in Condition 6.01 on page 73;
<b>“Rate of Interest”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Rate Option”</b>	The meaning given in the applicable Final Terms or if not specified in the Final Terms, the ISDA Definitions;
<b>“Receiptholders”</b>	The holders of the Receipts;
<b>“Receipts”</b>	The meaning given in Condition 1.07 on page 59;
<b>“Record Date”</b>	The meaning given in Condition 9.09 on page 83;

<b>“Redemption Amount”</b>	The meaning given in Condition 6.09 on page 75;
<b>“Redemption/Payment Basis”</b>	The meaning given in the applicable Final Terms;
<b>“Reference Assets”</b>	In respect of Equity Linked Covered Bonds, shares or other securities, as indicated in the applicable Final Terms;
<b>“Reference Banks”</b>	The meaning given in Condition 5.09 on page 71;
<b>“Reference Entities”</b>	In respect of Credit Linked Covered Bonds entities as indicated in the applicable Final Terms;
<b>“Register”</b>	The register of holders of the Registered Covered Bonds maintained by the Registrar;
<b>“Registered Covered Bonds”</b>	Covered Bonds in registered form;
<b>“Registered Definitive Covered Bonds”</b>	The meaning given in <i>“Terms and Conditions of the Covered Bonds”</i> on page 59;
<b>“Registered Global Covered Bonds”</b>	The Rule 144A Global Covered Bonds together with the Regulation S Global Covered Bonds;
<b>“Registrar”</b>	The meaning given in <i>“Terms and Conditions of the Covered Bonds”</i> on page 58;
<b>“Regulation S”</b>	Regulation S under the Securities Act;
<b>“Regulation S Covered Bonds”</b>	The meaning given in <i>“Subscription and Sale and Transfer and Selling Restrictions”</i> on page 197;
<b>“Regulation S Global Covered Bond”</b>	The meaning given in <i>“Form of the Covered Bonds”</i> on page 55;
<b>“Regulations”</b>	The meaning given in <i>“Taxation”</i> on page 182;
<b>“Related Security”</b>	In relation to a Loan, the security for the repayment of that Loan including the relevant Mortgage, any guarantees and any security relating to any such guarantee and all other matters applicable thereto acquired as part of the Covered Bond Portfolio;
<b>“Relevant Account Holder”</b>	The meaning given on page 60;
<b>“Relevant Banking Day”</b>	The meaning given in Condition 2.07 on page 62;
<b>“Relevant Date”</b>	The meaning given in Condition 8.02 on page 80;
<b>“Relevant Factor”</b>	The meaning given in <i>“Risk Factors”</i> on page 34;
<b>“Relevant Jurisdiction”</b>	The meaning given in Condition 18.03 on page 88;
<b>“Relevant Member State”</b>	The meaning given on page 4;
<b>“Relevant Screen Page”</b>	The meaning given in the applicable Final Terms;
<b>“Relevant Time”</b>	The meaning given in the applicable Final Terms;
<b>“Replacement Agent”</b>	The meaning given in Condition 12 on page 84;
<b>“Representations and Warranties”</b>	The representations and warranties of the Seller set out in the Mortgage Sale Agreement;
<b>“Requesting Party”</b>	The meaning given in Condition 20 on page 89;
<b>“Required True Balance Amount”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 160;
<b>“Required Redemption Amount”</b>	The meaning given in <i>“Summary of the Principal Documents”</i> on page 151;
<b>“Reserve Fund”</b>	The reserve fund that the Guarantor LP will be required to establish in the GIC Account which will be credited with part of an advance from the proceeds of the Intercompany Loan (in the Guarantor LP’s



discretion) and the proceeds of Available Revenue Receipts up to an amount equal to the Reserve Fund Required Amount;

**“Reserve Fund Required Amount”**

Nil, unless the ratings of the Issuer’s short-term or long-term (as applicable), unsecured, unsubordinated and unguaranteed debt obligations by the Rating Agencies fall below the ratings specified in the Master Definitions and Construction Agreement under “Reserve Fund Required Amount Ratings” and then, for so long as such ratings are below the ratings specified under “Reserve Fund Required Amount Ratings” in the Master Definitions and Construction Agreement, an amount equal to the Canadian Dollar Equivalent of scheduled interest due on any outstanding Series of Covered Bonds over the next three months together with an amount equal to three-twelfths of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (a) to (c) and if applicable (d) of the Pre-Acceleration Revenue Priority of Payments;

**“Reserve Ledger”**

The ledger on the GIC Account of such name maintained by the Cash Manager pursuant to the Cash Management Agreement, to record the crediting of Revenue Receipts to the Reserve Fund and the debiting of such Reserve Fund in accordance with the terms of the Guarantor LP Agreement;

**“Reset Date”**

The meaning given in the ISDA Definitions;

**“Reuters Screen”**

The meaning given in Condition 5.09 on page 71;

**“Revenue Ledger”**

The ledger of such name maintained by the Cash Manager pursuant to the Cash Management Agreement to record credits and debits of Revenue Receipts held by the Cash Manager for and on behalf of the Guarantor LP and/or in the Guarantor LP Accounts;

**“Revenue Receipts”**

- (a) payments of interest (including Accrued Interest and Arrears of Interest as at the relevant Transfer Date of a Loan) and other fees due from time to time under the Loans and other amounts received by the Guarantor LP in respect of the Loans other than the Principal Receipts;
- (b) recoveries of interest from defaulting Borrowers under Loans being enforced; and
- (c) recoveries of interest and/or principal from defaulting Borrowers under Loans in respect of which enforcement procedures have been completed;

**“Rule 144A”**

Rule 144A under the Securities Act;

**“Rule 144A Global Covered Bond”**

The meaning given in “*Form of the Covered Bonds*” on page 55;

**“S&P”**

Standard & Poor’s Credit Market Services Europe Ltd.;

**“Sale Proceeds”**

The cash proceeds realized from the sale of Loans and their Related Security by the Guarantor LP;

**“Sarbanes-Oxley Act”**

The U.S. Sarbanes-Oxley Act of 2002;

**“Scheduled Interest”**

An amount equal to the amount in respect of interest which would have been due and payable under the Covered Bonds on each Interest Payment Date as specified in Condition 5.03 (but excluding any additional amounts relating to premiums, default interest or interest upon interest (“**Excluded Scheduled Interest Amounts**”) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Guarantor LP Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their maturity date and, if the Final Terms specified that an Extended Due for Payment Date is applicable to the relevant Covered Bonds, as if the Final Maturity Date of the Covered Bonds had been the Extended Due for Payment Date (but taking into account any principal repaid in respect of such

	Covered Bonds or any Guaranteed Amounts paid in respect of such principal prior to the Extended Due for Payment Date), less any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 8.01;
<b>“Scheduled Payment Date”</b>	In relation to payments under the Covered Bond Guarantee, each Interest Payment Date or the Final Maturity Date as if the Covered Bonds had not become due and repayable prior to their Final Maturity Date;
<b>“Scheduled Principal”</b>	An amount equal to the amount in respect of principal which would have been due and repayable under the Covered Bonds on each Interest Payment Date or the Final Maturity Date (as the case may be) as specified in the applicable Final Terms (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest (“ <b>Excluded Scheduled Principal Amounts</b> ”) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Guarantor LP Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their maturity date and, if the Final Terms specifies that an Extended Due for Payment Date is applicable to the relevant Covered Bonds, as if the Final Maturity Date of the Covered Bonds had been the Extended Due for Payment Date;
<b>“SEC”</b>	U.S. Securities and Exchange Commission;
<b>“Secured Creditors”</b>	The Bond Trustee (in its own capacity and on behalf of the holders of the Covered Bonds), the holders of the Covered Bonds, the Receiptholders, the Couponholders, the Issuer, the Seller, the Servicer, the Account Bank, the GIC Provider, the Stand-by Account Bank, the Stand-by GIC Provider, the Cash Manager, the Swap Providers, the Corporate Services Provider, the Paying Agents and any other person which becomes a Secured Creditor pursuant to the Security Agreement except, pursuant to the terms of the Guarantor LP Agreement, to the extent and for so long as such person is a Limited Partner;
<b>“Securities Act”</b>	U.S. Securities Act of 1933, as amended;
<b>“Security”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 167;
<b>“Security Agreement”</b>	The Security Agreement entered into on the Programme Establishment Date between the Guarantor LP, the Bond Trustee and certain other Secured Creditors, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Seller”</b>	Royal Bank of Canada, any New Seller, or other Limited Partner, who may from time to time accede to, and sell Loans and their Related Security or New Loans and their Related Security to the Guarantor LP;
<b>“Seller Arranged Policy”</b>	Any property insurance policy arranged by the Seller for the purposes of the Borrower insuring the Property for an amount equal to the full rebuilding cost of the Property;
<b>“Series”</b>	Series as described under “ <i>Terms and Conditions of the Covered Bonds</i> ” means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and, notwithstanding the foregoing, means in the case of N Covered Bonds, each N Covered Bond made out in the name of a specific Covered Bondholder;
<b>“Series Reserved Matter”</b>	The meaning given to it in Condition 13 on page 86;
<b>“Service Provider Exemption”</b>	The meaning given to it in “ <i>ERISA and Certain Other U.S. Considerations</i> ” on page 192;

<b>“Servicer”</b>	Royal Bank of Canada, in its capacity as servicer under the Servicing Agreement together with any successor servicer appointed from time to time;
<b>“Servicer Event of Default”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 154;
<b>“Servicer Termination Event”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 154;
<b>“Servicing Agreement”</b>	The servicing agreement entered into on the Programme Establishment Date between the Guarantor LP, the Servicer and the Bond Trustee, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Specified Currency”</b>	Subject to any applicable legal or regulatory restrictions, euro, Sterling, U.S. Dollars, Canadian Dollars and such other currency or currencies as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Issuing and Paying Agent and the Bond Trustee and specified in the applicable Final Terms;
<b>“Specified Denomination”</b>	In respect of a Series of Covered Bonds, the denomination or denominations of such Covered Bonds specified in the applicable Final Terms;
<b>“Specified Interest Payment Date”</b>	The meaning given in the applicable Final Terms;
<b>“Specified Period”</b>	The meaning given in the applicable Final Terms;
<b>“Stand-Alone Prospectus”</b>	The meaning given in “ <i>Overview of the Programme</i> ” on page 50;
<b>“Standard Documentation”</b>	The standard documentation, annexed to the relevant exhibit of the Mortgage Sale Agreement or any update or replacement therefor as the Seller may from time to time introduce;
<b>“Standardised Approach”</b>	Means Annex VI (Standardised Approach) to the Capital Requirements Directive (or, after any amendment, variation, enactment or implementation of such Directive, the corresponding Annex);
<b>“Standby Account Bank”</b>	Bank of Montreal, acting through its Toronto branch at 100 King Street West, 1 First Canadian Place, 68 <sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2Y1, in its capacity as Standby Account Bank under the Standby Bank Account Agreement, together with any successor Standby Account Bank;
<b>“Standby Account Bank Notice”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 166;
<b>“Standby Bank Account Agreement”</b>	The standby bank account agreement entered into on the Programme Establishment Date between the Guarantor LP, the Standby Account Bank, the Standby GIC Provider, the Cash Manager and the Bond Trustee, as the same may be amended, varied, supplemented or restated from time to time;
<b>“Standby GIC Account”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 166;
<b>“Standby GIC Provider”</b>	Bank of Montreal, acting through its Toronto branch at 100 King Street West, 1 First Canadian Place, 68 <sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2Y1, in its capacity as Standby GIC Provider under the Standby Guaranteed Investment Contract, together with any successor Standby GIC Provider;
<b>“Standby Guaranteed Investment Contract”</b>	The standby guaranteed investment contract entered into on the Programme Establishment Date between the Standby Account Bank, the Standby GIC Provider, the Guarantor LP, the Cash Manager and the Bond Trustee, as the same may be amended, varied, supplemented or restated from time to time;

<b>“Standby Transaction Account”</b>	The meaning given in “ <i>Summary of the Principal Documents</i> ” on page 166;
<b>“Subsidiary”</b>	Any company which is for the time being a subsidiary (within the meaning of the Bank Act);
<b>“Substitute Assets”</b>	<p>The classes and types of assets from time to time eligible under the Capital Requirements Directive to collateralise covered bonds which, as of the date of this document, include the following, provided that the total exposure to such Substitute Assets shall not exceed 10 per cent. of the (Canadian Dollar Equivalent of the) aggregate Principal Amount Outstanding of the Covered Bonds: (a) exposures to institutions that qualify for a 10 per cent. risk weighting under the Standardised Approach; (b) exposures to institutions that qualify for a 20 per cent. risk weighting under the Standardised Approach; and (c) Canadian Dollar denominated residential mortgage backed securities provided that such class of investments have received Rating Agency Confirmation;</p> <p>in each case, provided that:</p> <ul style="list-style-type: none"> <li>(a) such exposures will have certain minimum long-term and short-term ratings from the Rating Agencies, as specified by such Rating Agencies from time to time;</li> <li>(b) the maximum aggregate total exposures in general to classes of assets with certain ratings by the Ratings Agencies will, if specified by the Rating Agencies, be limited to the maximum percentages specified by such Rating Agencies; and</li> <li>(c) in respect of investments of Available Revenue Receipts in such classes and types of assets, the Interest Rate Swap Provider has given its consent to investments in such classes and types of assets;</li> </ul>
<b>“Superintendent”</b>	The meaning given in “ <i>Risk Factors</i> ” on page 36;
<b>“Swap Agreements”</b>	The Covered Bond Swap Agreement together with the Interest Swap Agreement, as the same may be amended, varied, supplemented or restated from time to time, and each a “ <b>Swap Agreement</b> ”;
<b>“Swap Collateral”</b>	At any time, any asset (including, without limitation, cash and/or securities) which is paid or transferred by a Swap Provider to the Guarantor LP as collateral to secure the performance by such Swap Provider of its obligations under the relevant Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed;
<b>“Swap Collateral Excluded Amounts”</b>	At any time, the amount of Swap Collateral which may not be applied under the terms of the relevant Swap Agreement at that time in satisfaction of the relevant Swap Provider’s obligations to the Guarantor LP including Swap Collateral, which is to be returned to the relevant Swap Provider from time to time in accordance with the terms of the Swap Agreements and ultimately upon termination of the relevant Swap Agreement;
<b>“Swap Provider Default”</b>	The occurrence of an Event of Default or Termination Event (each as defined in each of the Swap Agreements) where the relevant Swap Provider is the Defaulting Party or the sole Affected Party (each as defined in relevant Swap Agreement), as applicable, other than a Swap Provider Downgrade Event;
<b>“Swap Provider Downgrade Event”</b>	The occurrence of an Additional Termination Event or an Event of Default (each as defined in the relevant Swap Agreement) following a failure by the Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the relevant Swap Agreement;

<b>“Swap Providers”</b>	Covered Bond Swap Provider and Interest Swap Provider, and each a <b>“Swap Provider”</b> ;
<b>“Talon”</b>	The meaning given in Condition 1.06 on page 59;
<b>“TARGET2 Business Day”</b>	The meaning given in Condition 5.09 on page 71;
<b>“TARGET2 System”</b>	Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System;
<b>“taxes”</b>	The meaning given in Condition 18 on page 88;
<b>“TEFRA”</b>	United States Tax Equity and Fiscal Responsibility Act of 1982;
<b>“TEFRA C Rules”</b>	U.S. Treasury Regulation §1.163-5(c)(2)(i)(C);
<b>“TEFRA D Rules”</b>	U.S. Treasury Regulation §1.163-5(c)(2)(i)(D);
<b>“Temporary Global Covered Bond”</b>	The meaning given in <i>“Form of the Covered Bonds”</i> on page 54;
<b>“Third Party Amounts”</b>	Each of: <ul style="list-style-type: none"> <li>(a) payments of insurance premiums, if any, due to the Seller in respect of any Seller Arranged Policy to the extent not paid or payable by the Seller (or to the extent such insurance premiums have been paid by the Seller in respect of any Further Advance which is not purchased by the Seller to reimburse the Seller);</li> <li>(b) amounts under an unpaid direct debit which are repaid by the Seller to the bank making such payment if such bank is unable to recoup that amount itself from its customer’s account;</li> <li>(c) payments by the Borrower of any fees (including early repayment fees) and other charges which are due to the Seller;</li> <li>(d) any amount received from a Borrower for the express purpose of payment being made to a third party for the provision of a service (including giving insurance cover) to any of that Borrower or the Seller or the Guarantor LP;</li> </ul> <p>which amounts may be paid daily from moneys on deposit in the Guarantor LP Accounts or the proceeds of the sale of Authorized Investments and/or Substitute Assets;</p>
<b>“Total Assets”</b>	The meaning given in <i>“Risk Factors”</i> on page 37;
<b>“Total Credit Commitment”</b>	The combined aggregate amount available to be drawn by the Guarantor LP under the terms of Intercompany Loan Agreement, subject to increase and decrease in accordance with the terms of the Intercompany Loan Agreement, which amount is initially C\$25 billion;
<b>“Tranche” or “Tranches”</b>	Means all Covered Bonds which are identical in all respects (including as to listing), and shall, where the context so requires, be deemed to refer to a Series of N Covered Bonds, provided that for greater certainty, N Covered Bonds are only issueable in Series;
<b>“Transaction Account”</b>	The account (to the extent maintained) designated as such in the name of the Guarantor LP held with the Account Bank and maintained subject to the terms of the Bank Account Agreement and the Security Agreement or such other account as may for the time being be in place with the prior consent of the Bond Trustee and designated as such;
<b>“Transaction Documents”</b>	Means, collectively: <ul style="list-style-type: none"> <li>(a) Mortgage Sale Agreement;</li> <li>(b) Servicing Agreement;</li> <li>(c) Asset Monitor Agreement;</li> <li>(d) Intercompany Loan Agreement;</li> </ul>

- (e) Guarantor LP Agreement;
- (f) Cash Management Agreement;
- (g) Interest Rate Swap Agreement;
- (h) Covered Bond Swap Agreement;
- (i) Guaranteed Investment Contract;
- (j) Bank Account Agreement;
- (k) Standby Guaranteed Investment Contract;
- (l) Standby Bank Account Agreement;
- (m) Corporate Services Agreement;
- (n) Security Agreement and any other Security Documents;
- (o) Trust Deed;
- (p) Agency Agreement;
- (q) Dealership Agreement and Canadian Dealer Agreement;
- (r) the Issuer-ICSDs Agreement;
- (s) each set of Final Terms ( (i) as applicable in the case of each Tranche of listed Covered Bonds subscribed pursuant to a subscription agreement; and (ii) in respect of N Covered Bonds each Series of N Covered Bonds);
- (t) each Subscription Agreement (as applicable in the case of each Tranche of listed Covered Bonds subscribed pursuant to a subscription agreement); and
- (u) Master Definitions and Construction Agreement;

**“Transfer Agent”**

Royal Bank of Canada, acting through its offices at 71 Queen Victoria Street, London EC4V 4DE as Transfer Agent together with any successor;

**“Transfer Date”**

Each date of transfer of any New Loans and their Related Security to the Guarantor LP in accordance with the Mortgage Sale Agreement;

**“True Balance”**

For any Loan as at any given date, the aggregate (but avoiding double counting) of:

- (a) the original principal amount advanced to the relevant Borrower and any further amount advanced on or before the given date to the relevant Borrower secured or intended to be secured by the related Mortgage; and
- (b) any interest, disbursement, legal expense, fee, charge, rent, service charge, premium or payment which has been properly capitalized in accordance with the relevant Mortgage Conditions or with the relevant Borrower’s consent and added to the amounts secured or intended to be secured by that Loan; and
- (c) any other amount (including, for the avoidance of doubt, Accrued Interest and Arrears of Interest) which is due or accrued (whether or not due) and which has not been paid by the relevant Borrower and has not been capitalized in accordance with the relevant Mortgage Conditions or with the relevant Borrower’s consent but which is secured or intended to be secured by that Loan, as at the end of the Business Day immediately preceding that given date;

*minus*

- (d) any repayment or payment of any of the foregoing made on or before the end of the Business Day immediately preceding that given date and excluding any retentions made but not released and any Additional Loan Advances

committed to be made but not made by the end of the Business Day immediately preceding that given date;

**“Trust Deed”**

The meaning given in *“Terms and Conditions of the Covered Bonds”* on page 58;

**“UK Act”**

The meaning given in *“Taxation”* on page 183;

**“UK Listing Authority”**

Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the UK Listing Authority);

**“WURA”**

The meaning given in *“Risk Factors”* on page 36; and

**“Zero Coupon Covered Bonds”**

Covered Bonds which will be offered and sold at a discount to their nominal amount and which will not bear interest.

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**Commerzbank Aktiengesellschaft**

Kaiserstrasse 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

**BOND TRUSTEE**

**Computershare Trust Company of Canada**

100 University Avenue  
9<sup>th</sup> Floor, North Tower  
Toronto, Ontario  
Canada M5J 2Y1

**ISSUING AND PAYING AGENT, EUROPEAN REGISTRAR AND TRANSFER AGENT**

**Royal Bank of Canada**

71 Queen Victoria Street  
London EC4V 4DE  
England

**CANADIAN REGISTRAR AND TRANSFER AGENT**

**Royal Bank of Canada**

155 Wellington St. West, 14<sup>th</sup> Floor  
Toronto, Ontario  
Canada M5V 3K7

**U.S. REGISTRAR, PAYING AGENT, TRANSFER AGENT AND EXCHANGE AGENT**

**The Bank of New York Mellon**

101 Barclay Street, 4<sup>th</sup> Floor  
New York, NY 10286  
USA

**First Supplementary Prospectus dated 7 June 2011**

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**ROYAL BANK OF CANADA**  
*(a Canadian chartered bank)*

**€15,000,000,000**

***Global Covered Bond Programme***  
***unconditionally and irrevocably guaranteed as to payments by***

**RBC COVERED BOND GUARANTOR LIMITED PARTNERSHIP**  
***(a limited partnership formed under the laws of Ontario)***

This Supplement (the “**Supplement**”) to the Prospectus dated April 6, 2011 (the “**Prospectus**”), which comprises a base prospectus under Article 5.4 of the Prospectus Directive and Listing Particulars for Royal Bank of Canada (“**RBC**” or the “**Issuer**”), constitutes a supplementary prospectus in respect of the base prospectus for RBC for purposes of Section 87G of the *Financial Services and Markets Act 2000* (the “**FSMA**”) and supplementary listing particulars in respect of the Listing Particulars for the purpose of the Listing Rules Instrument 2005 (FSA 2005/35) and is prepared in connection with the €15,000,000,000 Global Covered Bond Programme of Royal Bank of Canada, unconditionally and irrevocably guaranteed as to payments by RBC Covered Bond Guarantor Limited Partnership (the “**Guarantor LP**”), established by RBC.

Terms defined in the Prospectus have the same meaning when used in this Supplement. The Supplement is supplemental to, and shall be read in conjunction with, the Prospectus and any other supplements to the Prospectus issued by RBC.

RBC and the Guarantor LP accept responsibility for the information in this Supplement. To the best of the knowledge of RBC and the Guarantor LP, having taken reasonable care to ensure that such is the case, the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

The purpose of this Supplement is to (i) incorporate by reference in the Prospectus the Issuer’s latest unaudited interim statements (including management’s discussion and analysis thereof), and (ii) amend paragraph 4 of the General Information section in the Prospectus.

Investors should be aware of their rights under Section 87Q(4) of the FSMA.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Prospectus by this Supplement and (b) any other statement in, or incorporated by reference in, the Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Supplement, no significant new factor, material mistake or inaccuracy relating to the information included in the Prospectus which is capable of affecting the assessment of Covered Bonds issued under the Programme has arisen or been noted, as the case may be, since the publication of the Prospectus.

<sup>TM</sup> Trademark of Royal Bank of Canada

## DOCUMENT INCORPORATED BY REFERENCE

RBC's latest unaudited interim consolidated financial statements for the three- and six-month periods ended April 30, 2011 with comparative unaudited interim consolidated financial statements for the three- and six-month periods ended April 30, 2010, prepared in accordance with Canadian GAAP, together with Management's Discussion and Analysis for the three- and six-month periods ended April 30, 2011, set out on pages 2 through 66 of the Royal Bank of Canada Second Quarter 2011 Report to Shareholders are, by virtue of this Supplement, incorporated in, and form part of, the Prospectus

A copy of this document has been filed with Morningstar plc (appointed by the Financial Services Authority to act as the National Storage Mechanism), is available for viewing at <http://www.hemscott.com/nsm.do> and have been announced via the Regulatory News Service operated by the London Stock Exchange. By virtue of this Supplement, these documents are incorporated in and form part of, the Prospectus. For the avoidance of doubt, any documents incorporated by reference in this document shall not form part of this Supplement. Copies of this Supplement, the Prospectus and all documents incorporated by reference in either can be (i) viewed on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name of the Issuer and the headline "Publication of Prospectus"; (ii) obtained on written request and without charge from the Issuer at 200 Bay Street, 4<sup>th</sup> Floor, North Tower, Toronto, Ontario, Canada M5J 2W7, Attention: Investor Relations and from the office of the Issuing and Paying Agent, Royal Bank of Canada, 71 Queen Victoria Street, London EC4V 4DE, Attention: Bond Agency Department or at the offices of any Paying Agent at the addresses specified at the end of the Prospectus; and (iii) viewed by accessing the Issuer's disclosure documents through the Internet (a) at the Canadian System for Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com) (an internet based securities regulatory filing system), and (b) at the U.S. Securities and Exchange Commission's website at <http://www.sec.gov>, which websites, for greater certainty, are not incorporated in, and do not form part of, the Prospectus.

## GENERAL INFORMATION

Paragraph 4 on page 201 of the Prospectus shall be deemed deleted and replaced with the following:

- "4. There has been no significant change in the financial position of the Issuer and its consolidated subsidiaries taken as a whole since April 30, 2011, the last day of the financial period in respect of which the most recent unaudited interim consolidated financial statements of the Issuer have been prepared, or of the financial position or trading position of the Guarantor LP since October 5, 2007, being the date of its formation. There has been no material adverse change in the prospects of the Bank and its consolidated subsidiaries taken as a whole since October 31, 2010, the last day of the financial period in respect of which the most recent audited published consolidated financial statements of the Bank have been prepared, or of the Guarantor LP since October 5, 2007, being the date of its formation."

**Annual Information Form dated 2 December 2010**



# **ROYAL BANK OF CANADA**

## **ANNUAL INFORMATION FORM**

**December 2, 2010**



## CAUTION REGARDING FORWARD-LOOKING STATEMENTS

From time to time, we make written or oral forward-looking statements within the meaning of certain securities laws, including the “safe harbour” provisions of the *United States Private Securities Litigation Reform Act of 1995* and any applicable Canadian securities legislation. We may make forward-looking statements in this annual information form, in other filings with Canadian regulators or the U.S. Securities and Exchange Commission (SEC), in reports to shareholders and in other communications. Forward-looking statements in this document include, but are not limited to, statements relating to our financial performance objectives, our vision and strategic goals, the Economic, market and regulatory review and outlook for the Canadian, U.S. and global economies, the outlook and priorities for each of our business segments, and the risk environment including our liquidity and funding management as set out in the 2010 Management’s Discussion and Analysis. The forward-looking information contained in this annual information form is presented for the purpose of assisting the holders of our securities and financial analysts in understanding our financial position and results of operations as at and for the periods ended on the dates presented and our vision and strategic goals and financial performance objectives, and may not be appropriate for other purposes. Forward-looking statements are typically identified by words such as “believe”, “expect”, “foresee”, “forecast”, “anticipate”, “intend”, “estimate”, “goal”, “plan” and “project” and similar expressions of future or conditional verbs such as “will”, “may”, “should”, “could” or “would”.

By their very nature, forward-looking statements require us to make assumptions and are subject to inherent risks and uncertainties, which give rise to the possibility that our predictions, forecasts, projections, expectations or conclusions will not prove to be accurate, that our assumptions may not be correct and that our financial performance objectives, vision and strategic goals will not be achieved. We caution readers not to place undue reliance on these statements as a number of risk factors could cause our actual results to differ materially from the expectations expressed in such forward-looking statements. These factors – many of which are beyond our control and the effects of which can be difficult to predict – include: credit, market, operational and liquidity and funding risks, and other risks discussed in the Risk management and Overview of other risks sections of our 2010 Management’s Discussion and Analysis; general business, economic and financial market conditions in Canada, the United States and certain other countries in which we conduct business, including the effects of the European sovereign debt crisis; changes in accounting standards, policies and estimates, including changes in our estimates of provisions, allowances and valuations; the effects of changes in government fiscal, monetary and other policies; the effects of competition in the markets in which we operate; the impact of changes in laws and regulations, including tax laws, changes to and new interpretations of risk-based capital guidelines, and reporting instructions and liquidity regulatory guidance, and the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and the regulations to be issued thereunder; judicial or regulatory judgments and legal proceedings; the accuracy and completeness of information concerning our clients and counterparties; our ability to successfully execute our strategies and to complete and integrate strategic acquisitions and joint ventures successfully; and development and integration of our distribution networks.

We caution that the foregoing list of risk factors is not exhaustive and other factors could also adversely affect our results. When relying on our forward-looking statements to make decisions with respect to us, investors and others should carefully consider the foregoing factors and other uncertainties and potential events. Except as required by law, we do not undertake to update any forward-looking statement, whether written or oral, that may be made from time to time by us or on our behalf.

Additional information about these and other factors can be found in the Risk management and Overview of other risks sections of our 2010 Management’s Discussion and Analysis.

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\*Notes 16, 18, 25 and 31 to Royal Bank of Canada's 2010 Annual Consolidated Financial Statements are incorporated by reference herein.

INFORMATION IS AT OCTOBER 31, 2010, UNLESS OTHERWISE NOTED.

## **CORPORATE STRUCTURE**

### **NAME, ADDRESS AND INCORPORATION<sup>1</sup>**

Royal Bank of Canada is a Schedule I Bank under the *Bank Act* (Canada), which constitutes its charter. The Bank was created as Merchants Bank in 1864 and was incorporated under the “Act to Incorporate the Merchants’ Bank of Halifax” assented to June 22, 1869. The Bank changed its name to The Royal Bank of Canada in 1901 and to Royal Bank of Canada in 1990.

The Bank’s corporate headquarters are located at Royal Bank Plaza, 200 Bay Street, Toronto, Ontario, Canada and its head office is located at 1 Place Ville-Marie, Montreal, Quebec, Canada.

### **INTERCORPORATE RELATIONSHIPS**

Information about intercorporate relationships with principal subsidiaries, including place of incorporation and percentage of securities owned by the Bank, is provided in Appendix A.

## **GENERAL DEVELOPMENT OF THE BUSINESS**

### **THREE YEAR HISTORY**

Over the last three years, through our business strategies and actions we have pursued our vision of “Always earning the right to be our clients’ first choice.” In 2010, our strategic goals were:

- In Canada, to be the undisputed leader in financial services;
- In the U.S., to be a leading provider of capital markets, wealth management and banking services by building on and leveraging our considerable capabilities; and
- Outside North America, to be a premier provider of select capital markets, wealth management and banking services in markets of choice.

Effective Q1 2011, we refined our strategic goals to address changes in the external environment including increased regulation, and to capitalize on opportunities in the financial services industry by including a focus on target markets and further global expansion. We aspire to be a top performing diversified financial institution that delivers sustainable, profitable growth and top quartile results for our shareholders. The following 2011 strategic goals reflect this aspiration.

- In Canada, to be the undisputed leader in financial services;
- Globally, to be a leading provider of capital markets and wealth management solutions; and
- In targeted markets, to be a leading provider of select financial services complementary to our core strengths.

Despite challenging market conditions during 2008, we remained focused on growing our Canadian franchise while continuing to expand internationally by leveraging our core capabilities, building on our portfolio of international businesses and making several strategic acquisitions. We continued to diversify our products and services, markets and geographical presence, which made it easier for our clients to do business with us and positioned ourselves for future earnings growth. We also introduced an advice-based, client-focused brand philosophy aimed at deepening client relationships, knowing our clients better, and providing solutions to meet their financial needs.

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<sup>1</sup> When we say “we”, “us”, “our”, or “RBC”, we mean Royal Bank of Canada and its subsidiaries, as applicable. Reference to “the Bank” means Royal Bank of Canada without its subsidiaries.

The challenging market environment continued into 2009 but began to stabilize in the latter part of the year. We focused on maintaining a strong capital position and building on our solid risk management practices. Over the course of 2009, we:

- gained market share in Canadian Banking by leveraging our distribution strength and scale,
- realigned Insurance into three main businesses: Canadian Insurance, U.S. Insurance and International & Other Insurance,
- began restructuring our U.S. banking business which continued into 2010,
- progressed with the integration of our RBTT Financial Group (RBTT) acquisition, and
- realigned Capital Markets into two main businesses: Capital Markets Sales and Trading, and Corporate and Investment Banking.

Economic conditions improved in 2010, particularly in the early part of the year, however general uncertainty still lingered over global markets, particularly in the U.S. and Europe. During February 2010, we were proud to be a Premier National Partner for the Vancouver 2010 Olympic and Paralympic Winter Games and to help fund the staging of this historic international sporting event.

After rapid gains in the early part of the year, Canada's economy slowed in the latter part of 2010 amid ongoing concerns in the U.S. and international market uncertainty. Despite the challenging global capital market conditions, the strength of our geographic and business diversity enabled us to continue to build strong competitive positions and invest in our business for long term growth. Canadian Banking continued to underpin our strong results and we had continued growth in this segment as a result of increases in volume across most businesses and lower risk of credit loss. In International Banking, we continued restructuring our operations in the U.S. We also advanced a number of initiatives focused on enhancing sales and service productivity, improving efficiency through streamlining and the automation of processes.

In 2010, we acquired J.P. Morgan Securities' Third Party Registered Investment Advisor Servicing Business, which became part of RBC Advisor Services, a unit of Wealth Management's U.S. Division. In addition, RBC Dexia Investor Services (RBC Dexia IS) acquired the depositary bank business of Unione di Banche Italiane Sepa (UBI) which allowed RBC Dexia IS to consolidate its position in the Italian market. As a result of this acquisition, RBC Dexia IS is the second largest third-party fund administrator and the fifth largest depositary bank in Italy.

During 2010, Wealth Management announced a number of transformational changes effective at the start of fiscal year 2011, which include moving from three geographic businesses to four: Canada, U.S., U.K. and Emerging Markets, which will provide clients with access to global expertise and solutions and create a more efficient, effective and collaborative platform. Wealth Management also established a Global Trust business, and established a global investment, credit and wealth services unit to support our new global wealth business. Over the course of 2010, we focused on continuing to expand our team in Wealth Management and Capital Markets.

Over the past year, we saw the introduction of increased regulation for international financial institutions as a result of the previous market disruption and related stress on the global financial system. In the U.S., the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (the Dodd-Frank Act) was enacted in July. Also in September 2010, the Basel Committee on Banking Supervision announced a revised capital framework (Basel III) for major banking institutions to be implemented from 2013 to 2019. Basel III includes a revised definition of capital, higher minimum capital requirements and the introduction of new capital buffers, as well as liquidity requirements. We will continue to proactively plan our transition to these standards.

Our acquisitions that have influenced the general development of our business over the past three years are summarized in the following table:

BUSINESS SEGMENT	ACQUISITION	KEY CHARACTERISTICS
<b>Canadian Banking</b>	ABN AMRO Bank N.V. – Canada Branch (2008)	<ul style="list-style-type: none"> <li>Acquisition of ABN AMRO Bank N.V.’s Canadian commercial leasing division enhanced our ability to provide clients with a comprehensive range of financial services and specialized products through a broader sales distribution network.</li> </ul>
<b>Wealth Management</b>	J. P. Morgan Securities’ Third Party Registered Investment Advisor Servicing Business (2010)	<ul style="list-style-type: none"> <li>This acquisition represented the latest move in Wealth Management’s ongoing expansion in the U.S. and became part of RBC Advisor Services which specializes in providing custody and clearing services to high performing third-party registered investment advisors.</li> </ul>
	Mourant & Co. MPW Limited (2009)	<ul style="list-style-type: none"> <li>This acquisition added more than £3.5 billion in assets under administration to Wealth Management.</li> </ul>
	Minsheng Royal Fund Management Co. Ltd. (2009)	<ul style="list-style-type: none"> <li>This joint venture fund management company creates, manages and sells mutual funds in local currency to retail and institutional investors in China.</li> </ul>
	Philips, Hager & North Investment Management Ltd. (2008)	<ul style="list-style-type: none"> <li>Acquisition created the largest fund company and one of the largest private sector asset managers in Canada, as measured by assets under management.</li> </ul>
	Ferris, Baker Watts, Incorporated (FBW) (2008)	<ul style="list-style-type: none"> <li>Acquisition enhanced our eastern, midwestern and mid-Atlantic presence as part of our national wealth management network in the U.S. This added more than 300 experienced financial consultants, 42 branch offices and approximately US\$19 billion in assets under administration.</li> </ul>
	Access Capital Strategies, LLC (2008)	<ul style="list-style-type: none"> <li>Acquired certain assets of Access Capital Strategies, LLC, an independent SEC-registered investment adviser serving banks and related financial institutions, public pension funds, foundations and community trusts.</li> </ul>
	O’Shaughnessy Asset Management, LLC (2008)	<ul style="list-style-type: none"> <li>Acquired a 10% interest in O’Shaughnessy Asset Management, LLC, a Connecticut-based quantitative money management firm.</li> </ul>
<b>International Banking</b>	Unione di Banche Italiane Scpa (2010)	<ul style="list-style-type: none"> <li>Acquisition by RBC Dexia IS making it the second largest third-party fund administration company and the fifth largest depositary bank in the Italian market.</li> </ul>
	RBTT Financial Group (2008)	<ul style="list-style-type: none"> <li>Acquisition created one of the most expansive banking networks in the Caribbean, with a presence in 17 countries across the region.</li> </ul>
	Alabama National BanCorporation (2008)	<ul style="list-style-type: none"> <li>Acquisition added more than 100 branches and strengthened our retail distribution by expanding our footprint to 439 full-service banking centres in the southeastern U.S.</li> </ul>
	Royal Fidelity Merchant Bank & Trust Limited (2008)	<ul style="list-style-type: none"> <li>Acquired a 50% interest in Fidelity Merchant Bank &amp; Trust Limited, the Bahamas-based wholly-owned subsidiary of Fidelity Bank &amp; Trust International Limited, to form a joint venture called Royal Fidelity Merchant Bank &amp; Trust Limited.</li> </ul>
<b>Capital Markets</b>	Rundle Energy Partners Ltd. (2009)	<ul style="list-style-type: none"> <li>Acquisition further strengthened and expanded our leading service platform and market position in the Canadian energy sector and complements our existing acquisition and divestiture capabilities in the U.S.</li> </ul>
	Commission Direct Inc. (CDI) (2009)	<ul style="list-style-type: none"> <li>Acquisition of full ownership of CDI, one of Canada’s largest independent providers of independent commission-compensated investment services for Canadian institutional investors.</li> </ul>
	Richardson Barr & Co. (2008)	<ul style="list-style-type: none"> <li>Acquisition further strengthened our top-tier North American energy practice and provided added value to our clients in the exploration and production sector.</li> </ul>

In October 2010, we announced the sale of Liberty Life Insurance Company (Liberty Life), the U.S. life insurance business of RBC Insurance, to Athene Holding Ltd. The transaction is subject to regulatory approval and customary closing conditions, and is expected to close in early 2011. Subsequent to the divestiture, we will realign Insurance into two lines of business, Canadian Insurance and International & Other. The travel insurance business in the U.S. will be included in International & Other.

Also in October 2010 we announced an agreement to acquire BlueBay Asset Management plc (BlueBay), one of Europe's largest independent managers of fixed income debt funds and products. The acquisition, which is subject to regulatory approvals and other customary closing conditions, is expected to close by the end of December 2010 and will further expand our strategy to leverage our position as a top 10 global wealth manager, and continue to expand our asset management business.

On November 1, 2010, we acquired the wealth management business of Fortis Wealth Management Hong Kong Limited, consisting of approximately 50 client-facing professionals. This acquisition expands our presence in Asia, a market that we have identified as a key priority.

Additional information about our three year history can also be found under the "Overview and outlook" section beginning on page 6 of our 2010 management's discussion and analysis, which pages are incorporated by reference herein.

## **DESCRIPTION OF THE BUSINESS**

### **GENERAL SUMMARY**

The Bank and its subsidiaries operate under the master brand name RBC. We are Canada's largest bank as measured by assets and market capitalization, and among the largest banks in the world, based on market capitalization. We are one of North America's leading diversified financial services companies, and provide personal and commercial banking, wealth management services, insurance, corporate and investment banking and transaction processing services on a global basis. We employ approximately 79,000 full- and part-time employees who serve more than 18 million personal, business, public sector and institutional clients through offices in Canada, the U.S. and 50 other countries.

Our segments are Canadian Banking, Wealth Management, Insurance, International Banking, Capital Markets and Corporate Support. Additional information about our business and each segment (including segment results) can be found under "Overview and outlook" beginning on page 6 and under "Business segment results" beginning on page 12 of our 2010 management's discussion and analysis, which pages are incorporated by reference herein.

### **SEASONALITY**

Information about seasonality is provided under "Quarterly financial information" beginning on page 30 of our 2010 management's discussion and analysis, which pages are incorporated by reference herein.

### **COMPETITION**

As we expand into new lines of business, our competition has grown to include other banks, credit unions and companies that offer products and services traditionally offered by financial institutions, investment dealers, self-directed brokers, mutual fund companies, money managers, custody service providers, insurance companies, virtual banks and specialty financial service providers. Key competitive factors include the range and features of financial products offered, pricing, distribution, and service quality. Additional information about our competition can be found under "Business segment results" beginning on page 12 of our 2010 management's discussion and analysis, which pages are incorporated by reference herein.

### **GOVERNMENT SUPERVISION AND REGULATION – CANADA**

The Bank is a "Schedule I" Bank under the *Bank Act* (Canada) (Bank Act), and, as such, is a federally regulated financial institution. Its Canadian trust, loan and insurance subsidiaries are also federally regulated financial institutions governed by (respectively) the *Trust and Loan Companies Act* (Canada) and the *Insurance Companies Act* (Canada). The activities of the Bank's Canadian trust, loan and insurance subsidiaries are also regulated under provincial and territorial laws in respect of their activities in the

provinces and territories. In certain provinces, some of the Bank's capital markets activities are regulated under provincial securities laws (which are administered and enforced by securities regulatory authorities).

The Office of the Superintendent of Financial Institutions Canada (OSFI) reports to the Minister of Finance (the Minister) for the supervision of the Bank, as well as its Canadian trust, loan and insurance subsidiaries. OSFI is required, at least once a year, to examine the affairs and business of each institution for the purpose of determining whether statutory requirements are duly observed and the institution is in sound financial condition, and report to the Minister. The Bank is also required to make periodic reports to OSFI.

The Bank and its OSFI regulated Canadian trust, loan and insurance subsidiaries are also subject to regulation under the *Financial Consumer Agency of Canada Act* (FCAC Act).<sup>2</sup> The Financial Consumer Agency of Canada (Agency), among other things, enforces consumer-related provisions of the federal statutes which govern these financial institutions. The Commissioner of the Agency must report to the Minister on all matters connected with the administration of the FCAC Act and consumer provisions of other federal statutes, including the *Bank Act*, *Trust and Loan Companies Act* and *Insurance Companies Act*.

The Bank and its subsidiaries Royal Trust Corporation of Canada, The Royal Trust Company and Royal Bank Mortgage Corporation are member institutions of the Canada Deposit Insurance Corporation (CDIC). CDIC insures certain deposits held at the member institutions.

Under the *Bank Act*, the Bank is prohibited from engaging in or carrying on any business other than the business of banking, except as permitted. The Bank can provide, amongst other services, any financial services, investment counselling services and portfolio management services, act as a financial agent and issue and operate payment, credit or charge card plans.

The Bank has broad powers to invest in securities, but is limited in making "substantial investments" or in controlling certain types of entities. A "substantial investment" will arise through direct or indirect beneficial ownership of voting shares carrying more than 10% of the voting rights attached to all outstanding voting shares of a corporation, shares representing more than 25% of the shareholders' equity in a corporation, or interests representing more than 25% of the ownership interests in any unincorporated entity.

The Bank can, however, make controlling, and in certain circumstances, non-controlling substantial investments in Canadian banks, trust or loan companies, insurance companies, cooperative credit societies and entities primarily engaged in dealing in securities; in foreign regulated entities which are primarily engaged outside Canada in a business that if carried on in Canada would be the business of banking, the business of a cooperative credit society, the business of insurance, the business of providing fiduciary services or the business of dealing in securities; and in factoring, finance, financial leasing, specialized financing and financial holding entities. Certain substantial investments may be made only with the prior approval of the Minister or the Superintendent of Financial Institutions (the Superintendent).

The Bank and its Canadian trust, loan and insurance subsidiaries are also required to maintain, in relation to operations, adequate capital and adequate and appropriate forms of liquidity and OSFI may direct financial institutions to increase capital or to provide additional liquidity.

The *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the Act) is applicable to all of our businesses in Canada. The Act implements specific measures designed to detect and deter money laundering and the financing of terrorist activities. Further, the Act sets out obligations related to deterring and detecting money laundering and terrorist financing from a global perspective, in order to minimize the possibility that RBC could become a party to these activities. RBC has enterprise-wide anti-money laundering policies and procedures which assist in reducing the risk of facilitating money laundering and terrorist financing activities.

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<sup>2</sup> For the Bank's trust subsidiaries, only their retail deposit taking activities are subject to regulation under the FCAC Act.

## **Broker-Dealer/Investment Subsidiaries**

The activities of the Bank's subsidiaries, such as RBC Dominion Securities Inc., RBC Direct Investing Inc., Royal Mutual Funds Inc., RBC Asset Management Inc.<sup>3</sup>, Phillips, Hager & North Investment Management Ltd.<sup>3</sup> and RBC Phillips, Hager & North Investment Counsel Inc., who act as securities dealers (including investment dealers, mutual fund dealers and exempt market dealers) or portfolio managers and investment fund managers are regulated in Canada under provincial and territorial securities laws (which are administered and enforced by securities regulatory authorities) and, in some cases, by the rules of the applicable self regulatory organization (the Investment Industry Regulatory Organization of Canada for investment dealers and the Mutual Fund Dealers Association of Canada for mutual fund dealers).

## **Insurance**

The activities of the Bank's regulated Canadian insurance subsidiaries, RBC Life Insurance Company (RBC Life), RBC General Insurance Company (RBC General) and RBC Insurance Company of Canada (RICC), are federally governed by the *Insurance Companies Act* and by provincial regulation in each province and territory in which they carry on business. In addition, the Bank is federally governed by the Bank Act for any insurance activities it is permitted to carry out. The Bank may administer, promote and provide advice in relation to certain authorized types of insurance and is also permitted to conduct any aspect of the business of insurance, other than the underwriting of insurance, outside Canada and in respect of risks outside Canada. However, in Canada, the Bank may not act as agent for any person in the placing of insurance. The Bank can promote an insurance company, agent or broker or non-authorized types of insurance (e.g. life and home and automobile insurance) to certain prescribed groups where the promotion takes place outside bank branches.

RBC Life, RBC General and RICC are also subject to regulation under the FCAC Act. The Agency, among other things, enforces consumer-related provisions of the federal statutes which govern financial institutions.

RBC Life is a member of Assuris which is a not for profit organization that protects Canadian life insurance policyholders against loss of benefits due to the financial failure of a member company. RICC and RBC General are members of the Property and Casualty Insurance Compensation Corporation which is the corporation protecting Canadian property and casualty policyholders against loss of benefits due to the financial failure of a member company.

## **GOVERNMENT SUPERVISION AND REGULATION – UNITED STATES**

### **Banking**

In the U.S., the Bank is characterized as a foreign banking organization (FBO). Generally, the operations of an FBO and its U.S. subsidiaries and offices are subject to the same comprehensive regulatory regime that governs the operations of U.S. domestic banking organizations. The Bank's U.S. businesses are subject to supervision and oversight by various U.S. authorities, including federal and state regulators, as well as self-regulatory organizations.

In 2000, the Bank became a U.S. "financial holding company" (FHC), as authorized by the Board of Governors of the Federal Reserve System (Federal Reserve). Pursuant to the *Gramm-Leach-Bliley Act*, an FHC may engage in, or acquire companies engaged in, a broader range of financial and related activities than are permitted to banking organizations that do not maintain FHC status. To qualify as an FHC, an FBO must meet certain capital requirements and must be deemed to be "well managed" for U.S. bank regulatory purposes. In addition, any U.S. depository institution subsidiaries of the FBO must also meet certain capital requirements and be deemed to be "well managed" and must have at least a "satisfactory" rating under the *Community Reinvestment Act of 1977*.

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<sup>3</sup> RBC Asset Management Inc. and Phillips, Hager & North Investment Management Ltd. amalgamated on November 1, 2010 and will operate under the name RBC Global Asset Management Inc.



In order to maintain “well managed” status for U.S. bank regulatory purposes, an FBO must have received at least a “satisfactory” composite regulatory rating of its U.S. branch, agency and commercial lending company operations in its last examination, the FBO’s home country supervisor must consent to it expanding its activities in the U.S. to include activities permissible for an FHC and the FBO’s management must meet standards comparable to those required of a U.S. bank subsidiary of an FHC. In addition, each U.S. depository institution subsidiary of the FBO must be deemed to be “well managed”, which requires both a “satisfactory” composite regulatory rating and a satisfactory rating on the “management” component in its last examination.

Under the *International Banking Act of 1978* (IBA), all of the Bank’s U.S. banking operations are subject to supervision and regulation by the Federal Reserve. Under the IBA and related regulations of the Federal Reserve, the Bank generally may not open a branch, agency or representative office in the U.S., nor acquire more than 5% of the voting stock of any U.S. bank or bank holding company, without notice to or prior approval of the Federal Reserve.

The Federal Reserve is the U.S. “umbrella regulator” responsible for regulatory oversight of the whole of the Bank’s U.S. activities. The Federal Reserve consults with and obtains information from other functional U.S. regulators that exercise supervisory authority over the Bank’s various U.S. operations. Reports of financial condition and other information relevant to the Bank’s U.S. businesses are regularly filed with the Federal Reserve.

On July 21, 2010, the Dodd-Frank Act was enacted, which provides for significant changes in the regulation of financial services in the U.S. The new legislation will take effect over the upcoming months and years as U.S. regulators establish rules and regulations implementing the Dodd-Frank Act’s many provisions.

The Bank maintains branches in New York (three) and Miami, which are licensed and supervised as federal branches by the Office of the Comptroller of the Currency (Comptroller), the U.S. supervisor of national banks. In general, the Bank’s branches may exercise the same rights and privileges, and are subject to the same restrictions, as would apply to a U.S. national bank at the same location(s). However, the Bank’s branches may not take U.S. domestic retail deposits, but may accept wholesale deposits. Deposits in the Bank’s branches are not insured by the Federal Deposit Insurance Corporation (FDIC).

The Comptroller examines and supervises the Bank’s U.S. branch office activities and annually examines and assesses their operations. In addition, the Bank’s U.S. branches are required to maintain certain liquid assets on deposit in their state(s) of residence, which deposits are pledged to the Comptroller. Furthermore, the Bank is subject to supervisory guidance based on the examiners’ assessment of risk management, operational controls, compliance, and asset quality.

The Bank also maintains two state-licensed agencies in Texas and state-licensed representative offices in California, Connecticut, Delaware, Texas and Washington (where it is called an alien bureau). In general, the activities conducted at the Bank’s agencies include a broad range of banking powers, including lending, maintaining credit balances and cashing checks, but agencies are limited in their ability to accept deposits from citizens or residents of the United States. Agencies may have further limitations on activities based on state laws. The activities conducted at the Bank’s representative offices are limited to representational and administrative functions; such representative offices do not have authority to make credit decisions and may not solicit or contract for any deposit or deposit-like liability. The Bank’s representative offices are examined and assessed by both the Federal Reserve and state regulators and are required to adhere to any applicable state regulations.

Banking activities are also conducted at RBC Bank (USA) (RBC Bank), the Bank’s FDIC-insured U.S. banking subsidiary. RBC Bank is a North Carolina state-chartered bank supervised by the Federal Reserve and the North Carolina Commissioner of Banks. Because it is a U.S. bank, RBC Bank is allowed to take retail deposits, and it conducts retail and commercial banking. Deposits at RBC Bank are FDIC-insured. RBC Bank is subject to capital requirements, dividend restrictions, limitations on investments and subsidiaries, limitations on transactions with affiliates (including the Bank and its branches), deposit reserve

requirements and other requirements administered by the Federal Reserve and the North Carolina Commissioner of Banks. In addition, banking activities, mainly credit card activities, are conducted through RBC Bank (Georgia), N.A. (RBC Bank NA). RBC Bank NA is a national banking association supervised by the Comptroller.

Trust company activities are conducted at RBC Trust Company (Delaware) Limited (RBC Trust), the Bank's U.S. trust company subsidiary. RBC Trust is a Delaware trust company chartered and supervised by the Delaware State Banking Commission and, as a subsidiary of a bank holding company, is subject to oversight by the Federal Reserve. RBC Trust is subject to dividend restrictions, limitations on investments and other applicable state banking law requirements.

The *USA PATRIOT Act*, which amends the *Bank Secrecy Act*, requires U.S. banks and foreign banks with U.S. operations to maintain appropriate policies, procedures and controls relating to anti-money laundering compliance, suspicious activity and currency transaction reporting and due diligence on customers to prevent, detect and report individuals and entities involved in money laundering and the financing of terrorism.

### **Broker-Dealer Activities and Broker-Dealer Subsidiaries**

Other securities brokerage, trading, advisory and investment banking activities are conducted in the following two U.S.-registered broker-dealer subsidiaries:

- RBC Capital Markets Corporation (RBC CM Corp.)<sup>4</sup>, and
- RBC Capital Markets Arbitrage S.A. (RBC CMA).

The U.S. Securities and Exchange Commission (SEC), state securities regulators, the Financial Industry Regulatory Authority (FINRA) and other self-regulatory organizations regulate these broker-dealer subsidiaries. Certain activities of RBC CM Corp. and RBC CMA are also subject to regulation by the U.S. Commodity Futures Trading Commission and the National Futures Association. Certain activities of RBC CM Corp. are subject to regulation by the Municipal Securities Rulemaking Board.

### **Investment Management and Other Fiduciary Activities**

The Bank's New York branches, under their fiduciary powers, conduct investment management and custody activities for certain customers. In addition, other affiliates are involved in the business of investment management. In many cases, these activities require that the affiliates be registered with the SEC as investment advisers under the *U.S. Investment Advisers Act of 1940* (Advisers Act). The Advisers Act and related rules regulate the registration and activities of investment advisers. Although the regulatory regime for investment managers is similar to that of broker-dealers, the standard of conduct is higher due to the managers' status as fiduciaries. This status as a fiduciary limits the investment adviser's ability to make use of affiliates and requires that it avoid or manage and disclose conflicts of interests with respect to the conduct of its business.

The following entities are the Bank's subsidiaries that are registered as "investment advisers" with the SEC:

- RBC CM Corp.,<sup>4</sup>
- RBC Alternative Asset Management Inc.,
- RBC Global Asset Management (U.S.) Inc. (GAMS),
- Royal Bank of Canada Investment Management (USA) Limited,
- RBC Private Counsel (USA), Inc., and
- Phillips, Hager & North Investment Management Ltd.<sup>5</sup>

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<sup>4</sup> RBC Capital Markets Corporation was converted to a limited liability company on November 1, 2010 and will operate under the name RBC Capital Markets, LLC.

<sup>5</sup> See footnote 3.

GAMS is also the adviser to several U.S. mutual funds sponsored by it. The *U.S. Investment Company Act of 1940* and related rules regulate the registration of mutual funds and the activities of the funds' advisers and certain other service providers.

## **Insurance**

Liberty Life is subject to regulation by the State of South Carolina (where it is organized) and the various other states in which it transacts business. Regulation and supervision of Liberty Life include, among other things, regulatory standards relating to: solvency; licensing of the entity and its agents; restrictions on the types of insurance activities in which it may engage; limitations on the kinds and amounts of investments it may make; oversight and approval of premium rates; adequacy of reserves for unearned premiums, losses and other obligations; requirements for deposits of securities for the benefit of policyholders; approval of policy forms; and market conduct, including the use of credit information in underwriting as well as other underwriting, claims and sales practices.

Although the Bank is not regulated as an insurance company, it is the owner of Liberty Life through its subsidiary RBC Insurance Holdings (USA) Inc. (RBC Insurance Holdings), which owns the capital stock of Liberty Life. Consequently, RBC Insurance Holdings and its subsidiaries and affiliates are subject to the insurance holding company laws and regulations of the State of South Carolina. These provisions establish standards of fairness and reasonableness for transactions between insurers and their affiliates, reporting requirements regarding the holding company structure and prior approval by South Carolina's insurance regulator of specific types of transactions between Liberty Life and an affiliate including payment of certain dividends by Liberty Life to its parent.

In October 2010, the Bank announced the sale of Liberty Life to Athene Holding Ltd. The transaction is subject to regulatory approval and customary closing conditions, and is expected to close in early 2011.

## **ERISA and the Internal Revenue Code**

The *U.S. Employee Retirement Income Security Act of 1974*, as amended (ERISA), and the related rules regulate the activities of the financial services industry with respect to pension plan clients. Similarly, the U.S. Internal Revenue Code and the regulations thereunder impose requirements with respect to such clients and also individual retirement accounts (IRAs). Brokers, dealers and investment advisers to pension plans and IRAs must conduct their business in compliance with both ERISA and applicable tax regulations.

## **RISK FACTORS**

A discussion of risks affecting us and our businesses appears under the headings "Risk management" and "Overview of other risks" beginning on pages 37 and 48, respectively, of our 2010 management's discussion and analysis for the year ended October 31, 2010, which discussions are incorporated by reference herein.

## **ENVIRONMENTAL POLICIES**

Our corporate environmental policy was first developed in 1991 and since then has been periodically updated to reflect the changing environmental priorities of us and our stakeholders. In October 2007, we launched the RBC Environmental Blueprint<sup>®</sup> which substantially updates our corporate environmental policy. The RBC Environmental Blueprint also describes our priorities and objectives regarding environmental sustainability, and outlines how we will approach new and emerging environmental issues in our operations, business activities and our products and services going forward.

In addition to our corporate environmental policy, we have business-specific environmental policies, including our Policy on Social and Environmental Review in Project Finance, our Policy, Procedures and Guidelines for Environmental Risk Management for Business and Commercial Markets, and our Policy on Environmental Risk Management in Agriculture Lending. Additional information about our environmental policies and environmental risks can be found under "Overview of other risks – Environmental risk" on page 49 of our 2010 management's discussion and analysis, which page is incorporated by reference herein.

## **DESCRIPTION OF CAPITAL STRUCTURE**

### **GENERAL DESCRIPTION**

The Bank's authorized share capital consists of an unlimited number of common shares without nominal or par value and an unlimited number of first preferred shares and second preferred shares without nominal or par value, issuable in series, which classes may be issued for a maximum consideration of \$20 billion and \$5 billion, respectively. The following summary of share capital is qualified in its entirety by the Bank's by-laws and the actual terms and conditions of such shares.

#### **Common Shares**

The holders of the Bank's common shares are entitled to vote at all meetings of shareholders, except meetings at which only holders of a specified class, other than common shares, or series of shares are entitled to vote. The holders of common shares are entitled to receive dividends as and when declared by the board of directors, subject to the preference of the preferred shares. After payment to the holders of the preferred shares of the amount or amounts to which they may be entitled, and after payment of all outstanding debts, the holders of the common shares will be entitled to receive any remaining property upon liquidation, dissolution or winding-up.

#### **Preferred Shares**

First preferred shares may be issued, from time to time, in one or more series with such rights, privileges, restrictions and conditions as the board of directors may determine, subject to the Bank Act and to the Bank's by-laws. Currently, Non-Cumulative First Preferred Shares Series W, AA, AB, AC, AD, AE, AF, AG, AH, AJ, AL, AN, AP, AR, AT, AV and AX are outstanding.

The Non-Cumulative First Preferred Shares Series W are, subject to the consent of the Superintendent and the requirements of the Bank Act, redeemable or exchangeable by the Bank into common shares. The first preferred shares are entitled to preference over the second preferred shares and common shares and over any other shares ranking junior to the first preferred shares with respect to the payment of dividends and in the distribution of property in the event of liquidation, dissolution or winding-up.

Second preferred shares may be issued, from time to time, in one or more series with such rights, privileges, restrictions and conditions as the board of directors may determine, subject to the Bank Act and to the Bank's by-laws. There are no second preferred shares currently outstanding. Second preferred shares would rank junior to the first preferred shares. Second preferred shares would be entitled to preference over the common shares and over any other shares ranking junior to the second preferred shares with respect to the payment of dividends and in the distribution of property in the event of our liquidation, dissolution or winding-up.

Holders of the first and second preferred shares are not entitled to any voting rights as a class except as provided under the Bank Act or the Bank's by-laws. Under the Bank Act, the Bank may not create any other class of shares ranking equal with or superior to a particular class of preferred shares, increase the authorized number of, or amend the rights, privileges, restrictions or conditions attaching to such class of preferred shares, without the approval of the holders of that class of preferred shares.

Any approval to be given by the holders of the first and second preferred shares may be given in writing by the holders of not less than all of the outstanding preferred shares of each class or by a resolution carried by the affirmative vote of not less than 66⅔% of the votes cast at a meeting of holders of each class of preferred shares at which a quorum is represented. A quorum at any meeting of holders of each class of preferred shares is 51% of the shares entitled to vote at such meeting, except that at an adjourned meeting there is no quorum requirement.

Additional information about the Bank’s share capital can be found under the “Capital management” section beginning on page 50 of our 2010 management’s discussion and analysis, which pages are incorporated by reference herein.

## PRIOR SALES

For information about the Bank’s issuances of subordinated debentures since October 31, 2009, see the “Capital management” section beginning on page 50 of our 2010 management’s discussion and analysis and “Subordinated Debentures” in Note 16 on page 112 to our 2010 Annual Consolidated Financial Statements for the year ended October 31, 2010, which pages are incorporated by reference herein.

## CONSTRAINTS

The Bank Act contains restrictions (which are subject to any orders that may be issued by the Governor in Council) on the issue, transfer, acquisition, beneficial ownership and voting of all shares of a chartered bank. The following is a summary of such restrictions.

Subject to certain exceptions contained in the Bank Act, no person may be a major shareholder of a bank having equity of \$8 billion or more (which includes the Bank). A person is a major shareholder if:

- (a) the aggregate of the shares of any class of voting shares of the bank beneficially owned by that person, by entities controlled by that person and by any person associated or acting jointly or in concert with that person is more than 20% of that class of voting shares, or
- (b) the aggregate of shares of any class of non-voting shares of the bank beneficially owned by that person, by entities controlled by that person and by any person associated or acting jointly or in concert with that person is more than 30% of that class of non-voting shares.

Additionally, no person may have a significant interest in any class of shares of a bank (including the Bank) unless the person first receives the approval of the Minister. For purposes of the Bank Act, a person has a significant interest in a class of shares of a bank where the aggregate of any shares of the class beneficially owned by that person, by entities controlled by that person and by any person associated or acting jointly or in concert with that person exceeds 10% of all of the outstanding shares of that class of shares of such bank.

Subject to any orders that may be issued by the Governor in Council, the Bank Act also prohibits the registration of a transfer or issue of any shares of a Canadian bank to any government or governmental agency of Canada or any province of Canada, or to any government of any foreign country, or any political subdivision, or agency of any foreign country. Under the Bank Act, the Bank cannot redeem or purchase any shares for cancellation unless the prior consent of the Superintendent has been obtained.

## RATINGS

Each of our debt and preferred share ratings as at December 2, 2010 received from an approved rating agency are listed below:

RATING AGENCY	RATING OUTLOOK		OUTLOOK	RANK <sup>1</sup>	RATING
<b>Moody’s Investors Service</b> (New York)	Long-term Senior Debt	Aaa/Under review	Negative	1 of 21	Short term Debt P-1
	Bank Subordinated Debt		Negative	1 of 20	
<b>Standard &amp; Poor’s</b> (New York)	Long-term Senior Debt	AA-	Positive	4 of 22	Short term Debt A-1+
	Bank Subordinated Debt	A+	Stable	4 of 22	
	Preferred Stock	A	Stable	4 of 20	
<b>Fitch Ratings</b> (New York)	Long-term Senior Debt	AA	Stable	3 of 24	Short term Debt F1+
	Bank Subordinated Debt	AA-	Stable	3 of 23	
<b>DBRS</b> (Toronto)	Long-term Senior Debt	AA	Stable	3 of 26	Short term Debt R-1 (high)
	Bank Subordinated Debt	AA (low)	Stable	3 of 26	
	Preferred Stock	Pfd-1 (low)	Stable	3 of 16	

<sup>1</sup> Rank out of all assignable ratings for each debt/share class (in descending order beginning with 1 as the highest).

A definition of the categories of each rating as at December 2, 2010 has been obtained from the respective rating agency's website and is outlined in Appendix B, and a more detailed explanation may be obtained from the applicable rating agency.

On September 14, 2010 we were placed on review for possible downgrade by Moody's Investors Service (Moody's). During its review Moody's will focus on our commitment to capital markets and our growth plans for the business. Moody's is expected to announce the results of its review in mid December 2010.

Credit ratings, including stability or provisional ratings (collectively, Ratings) are not recommendations to purchase, sell or hold a security inasmuch as they do not comment on market price or suitability for a particular investor. Ratings may not reflect the potential impact of all risks on the value of securities. In addition, real or anticipated changes in the rating assigned to a security will generally affect the market value of that security. Ratings are subject to revision or withdrawal at any time by the rating organization. Each Rating listed in the chart above should be evaluated independently of any other Rating applicable to our debt and preferred shares.

Our ability to access unsecured funding markets and to engage in certain collateralized business activities on a cost-effective basis is primarily dependent upon maintaining competitive credit ratings. Our credit ratings are largely determined by the quality of our earnings, the adequacy of our capital and the effectiveness of our risk management programs. There can be no assurance that our credit ratings and rating outlooks will not be lowered or that ratings agencies will not issue adverse commentaries about us, potentially resulting in adverse consequences for our funding capacity or access to capital markets. A lowering of our credit ratings may also affect our ability, and the cost, to enter into normal course derivative or hedging transactions and may require us to post additional collateral under certain contracts. However, we estimate, based on periodic reviews of ratings triggers embedded in our existing businesses and of our funding capacity sensitivity, that a minor downgrade would not materially influence our liability composition, funding access, collateral usage and associated costs.

Additional information about Ratings is provided under "Risk management – Liquidity and funding management – Credit ratings" on page 47 of our 2010 management's discussion and analysis, which page is incorporated by reference herein. For a discussion on the potential impact of a downgrade on certain derivative instruments, see "Reconciliation of the application of Canadian and United States generally accepted accounting principles – Fair value of derivatives by major types of products" in Note 31 on pages 142-143 to our 2010 Annual Consolidated Financial Statements for the year ended October 31, 2010, which pages are incorporated by reference herein.

## MARKET FOR SECURITIES

### TRADING PRICE AND VOLUME

The Bank's common shares are listed on the Toronto Stock Exchange (TSX) in Canada, the New York Stock Exchange (NYSE) in the U.S. and the SIX - Swiss Exchange (SIX) in Switzerland. Preferred shares are listed on the TSX. The following table sets out the price range and trading volumes of the common shares on the TSX and the NYSE for the periods indicated. Prices are based on the reported amounts from the TSX Historical Data Access (HDA) and NYSE Euronext.

MONTH	Common Shares (TSX)			Common Shares (NYSE)		
	High (\$)	Low (\$)	Volumes	High (\$US)	Low (\$US)	Volumes
Nov. 2010	55.77	52.51	62,902,661	55.45	51.31	8,529,994
Oct. 2010	56.96	53.25	50,429,230	55.87	52.00	9,598,698
Sept. 2010	54.84	51.47	71,060,058	53.57	48.73	9,679,224
Aug. 2010	54.60	48.85	85,446,243	53.33	46.04	10,894,154
July 2010	55.00	50.38	66,786,444	53.38	46.68	15,765,182
June 2010	55.68	50.60	77,332,675	54.88	47.70	21,605,490
May 2010	62.75	54.82	80,682,682	62.04	52.46	24,660,946
Apr. 2010	62.89	58.05	61,425,066	62.31	57.55	9,901,866
Mar. 2010	60.55	56.82	64,002,816	59.29	54.38	9,690,118
Feb. 2010	57.45	52.16	45,149,535	55.00	48.45	7,532,940
Jan. 2010	56.98	52.10	51,514,123	54.88	48.71	8,319,844
Dec. 2009	58.39	53.96	60,024,380	55.48	51.00	11,213,726
Nov. 2009	58.66	53.75	62,156,155	55.57	49.77	11,150,867

The following tables provide the price range and trading volumes of the First Preferred Shares on the TSX for the periods indicated. Prices are based on the reported amounts from the TSX HDA.

MONTH	Series W			Series AA		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	28.84	23.87	181,774	22.88	22.12	597,132
Oct. 2010	24.29	23.59	147,687	22.40	21.76	558,029
Sept. 2010	24.15	22.55	232,163	22.47	20.90	473,787
Aug. 2010	22.84	21.62	329,585	21.15	20.02	443,409
July 2010	22.23	21.21	204,465	20.55	19.50	503,010
June 2010	21.49	20.65	250,243	19.79	18.85	507,238
May 2010	21.10	20.00	193,490	18.85	18.30	632,923
Apr. 2010	21.23	19.73	263,377	19.19	18.45	616,480
Mar. 2010	21.90	20.82	197,583	19.90	18.86	403,659
Feb. 2010	22.18	21.45	370,415	20.40	19.75	612,389
Jan. 2010	22.86	21.90	99,542	20.82	20.25	526,600
Dec. 2009	22.48	22.03	127,175	20.37	19.93	514,828
Nov. 2009	22.73	21.10	107,299	20.17	19.34	544,843

MONTH	Series AB			Series AC			Series AD		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	23.75	22.98	366,820	23.21	22.44	141,008	22.96	22.05	284,821
Oct. 2010	23.32	22.37	466,808	22.79	21.90	353,771	22.28	21.57	312,946
Sept. 2010	22.99	21.39	396,887	22.87	21.17	155,606	22.12	20.81	326,409
Aug. 2010	21.83	20.89	365,912	21.42	20.40	196,439	21.05	20.05	197,251
July 2010	21.48	20.35	212,410	20.80	20.04	200,461	21.88	19.73	164,536
June 2010	20.64	19.85	195,625	20.24	19.30	147,380	19.98	18.86	208,173
May 2010	19.96	19.35	186,794	19.35	18.80	267,454	19.00	18.46	355,204
Apr. 2010	20.30	19.15	386,578	19.55	18.60	336,113	19.39	18.50	237,143
Mar. 2010	20.88	19.87	385,470	20.40	19.38	323,660	20.19	19.01	171,670
Feb. 2010	21.40	20.62	199,438	20.85	20.14	262,889	20.65	19.96	105,656
Jan. 2010	21.97	21.26	243,351	21.48	20.77	149,362	21.03	20.36	138,214
Dec. 2009	21.39	21.00	387,442	21.44	20.56	91,329	20.57	20.14	220,166
Nov. 2009	21.17	20.04	361,722	21.10	19.72	85,683	20.35	19.34	138,788

MONTH	Series AE			Series AF			Series AG		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	22.83	22.01	481,545	22.80	21.93	511,797	23.13	22.08	319,128
Oct. 2010	22.21	21.45	678,498	22.10	21.35	336,607	23.00	21.65	226,696
Sept. 2010	22.00	20.80	447,995	22.03	20.75	328,761	22.09	20.80	314,479
Aug. 2010	21.04	20.03	378,711	21.00	19.87	197,586	21.07	20.15	555,870
July 2010	20.68	19.53	342,509	20.36	19.43	203,198	20.79	19.68	183,572
June 2010	19.99	18.91	268,776	19.74	18.54	151,307	20.37	19.00	201,830
May 2010	18.99	18.48	283,713	18.87	18.23	186,609	19.11	18.50	200,613
Apr. 2010	19.20	18.46	334,477	19.10	18.26	266,736	19.24	18.24	267,904
Mar. 2010	20.13	18.96	235,555	20.05	18.75	202,310	20.30	19.00	140,158
Feb. 2010	20.65	19.90	123,275	20.46	19.61	190,221	20.79	19.98	154,473
Jan. 2010	20.99	20.41	167,556	20.78	20.08	254,692	21.05	20.39	98,699
Dec. 2009	20.66	20.15	309,231	20.48	19.99	198,701	20.54	20.08	164,105
Nov. 2009	20.38	19.20	215,185	20.27	19.26	152,284	20.34	19.40	158,579

MONTH	Series AH			Series AJ			Series AL		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	26.36	25.25	114,667	26.85	26.20	830,884	27.39	26.62	409,441
Oct. 2010	26.45	25.19	156,686	26.74	26.25	379,263	27.34	26.85	505,418
Sept. 2010	25.95	25.45	124,527	26.94	26.54	726,731	27.49	27.05	260,867
Aug. 2010	25.92	25.03	90,482	26.69	26.25	396,988	27.40	27.00	180,088
July 2010	25.90	24.70	212,127	26.48	25.98	394,980	27.39	26.55	177,938
June 2010	24.79	23.87	105,168	26.44	25.89	96,071	26.90	26.28	184,835
May 2010	23.99	23.28	168,882	26.14	25.56	141,276	26.45	26.18	272,434
Apr. 2010	24.39	23.21	345,424	26.60	25.34	328,910	27.15	25.85	326,245
Mar. 2010	24.96	24.10	187,169	26.64	26.00	384,975	27.38	26.79	357,437
Feb. 2010	25.27	24.50	230,312	26.65	26.07	212,684	27.25	26.70	132,877
Jan. 2010	25.45	24.72	183,222	26.99	26.19	124,256	27.56	26.86	372,899
Dec. 2009	25.49	24.80	235,305	26.93	26.24	259,141	27.46	26.70	183,060
Nov. 2009	24.95	24.42	141,367	26.41	25.61	295,504	27.10	26.45	102,416



MONTH	Series AN			Series AP			Series AR		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	28.00	27.27	181,809	27.88	27.20	116,230	27.93	27.32	419,591
Oct. 2010	28.00	27.35	264,483	27.99	27.40	334,157	28.00	27.50	378,207
Sept. 2010	28.08	27.65	153,073	27.99	27.56	235,141	28.00	27.66	401,377
Aug. 2010	28.00	27.41	115,160	27.94	27.28	125,782	27.89	27.40	211,208
July 2010	27.84	27.19	215,483	27.75	27.36	173,184	27.97	27.35	403,751
June 2010	27.39	26.84	78,063	27.90	27.00	78,308	27.46	26.93	294,289
May 2010	27.11	26.03	123,165	27.19	26.60	377,003	27.19	26.50	253,413
Apr. 2010	27.85	26.46	373,427	27.91	26.50	996,337	28.20	26.50	548,187
Mar. 2010	28.31	27.55	236,964	28.28	27.57	620,789	28.43	27.58	480,132
Feb. 2010	27.84	27.56	49,921	27.90	27.35	112,272	27.94	27.60	157,050
Jan. 2010	28.34	27.67	183,388	28.19	27.65	444,581	28.25	27.50	362,347
Dec. 2009	28.05	27.50	158,929	28.00	27.55	221,152	28.21	27.65	348,614
Nov. 2009	27.77	26.88	70,838	27.91	26.91	274,444	27.79	26.91	270,022

MONTH	Series AT			Series AV			Series AX		
	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes	High (\$)	Low (\$)	Volumes
Nov. 2010	28.21	27.58	372,091	28.25	27.71	497,424	28.19	27.61	239,938
Oct. 2010	28.26	27.66	211,851	28.34	27.73	467,359	28.25	27.63	349,075
Sept. 2010	28.39	27.93	259,979	28.35	27.91	660,429	28.35	27.81	567,728
Aug. 2010	28.25	27.41	130,696	28.43	27.65	229,867	28.20	27.55	426,093
July 2010	28.00	27.49	247,281	27.97	27.41	303,782	27.84	27.49	378,727
June 2010	27.79	27.00	155,555	27.80	26.99	634,300	27.60	26.95	124,518
May 2010	27.32	26.70	210,376	27.44	26.61	383,871	27.18	26.52	214,234
Apr. 2010	28.10	26.60	1,104,448	28.17	26.52	945,062	28.16	26.45	787,308
Mar. 2010	28.55	27.88	680,546	28.35	27.89	635,984	28.42	27.84	447,940
Feb. 2010	27.93	27.65	538,438	28.00	27.76	373,803	27.93	27.65	226,588
Jan. 2010	28.38	27.53	589,648	28.44	27.66	519,891	28.20	27.50	206,911
Dec. 2009	28.10	27.57	194,719	28.34	27.70	319,565	28.44	27.45	197,426
Nov. 2009	27.85	27.02	176,913	27.88	27.05	429,093	27.80	27.01	126,176

## ESCROWED SECURITIES

Pursuant to the merger agreement (FBW Merger Agreement) governing our acquisition of FBW, 59,603 common shares of the Bank are being held in escrow by U.S. Bank National Association (U.S. Bank) in the event that indemnification obligations are owed to the Bank and certain related entities. Shares remaining in escrow following satisfaction of any such indemnification obligations will be released to the former FBW shareholders upon final resolution of all of unresolved claims for indemnification by the Bank. In addition, pursuant to the FBW Merger Agreement, 13,487 common shares of the Bank are also being held in escrow by U.S. Bank for reimbursement of the shareholders' representative's costs and expenses related to this role. Shares remaining in escrow following satisfaction of these obligations will be released to the former FBW shareholders after final resolution of unresolved claims involving the shareholder representative.

The following is a summary of the Bank common shares held in escrow as at October 31, 2010 pursuant to the FBW Merger Agreement.

<b>Designation of Class</b>	<b>Number of Securities Held in Escrow</b>	<b>Percentage of Class</b>
Common shares	59,603 common shares held in escrow	.0042%
Common shares	13,487 common shares held in escrow	.00095%

## **DIVIDENDS**

The Bank has had an uninterrupted history of paying dividends on its common shares and on each of its outstanding series of first preferred shares. Information about the Bank's dividends paid or payable per share on the common shares and each outstanding series of first preferred shares in each of the three most recently completed years appears under the heading "Preferred share liabilities and share capital" in Note 18 beginning on page 114 to our 2010 Annual Consolidated Financial Statements for the year ended October 31, 2010, which pages are incorporated by reference herein.

The declaration amount and payment of future dividends will be subject to the discretion of the Bank's board of directors, and will be dependent upon the Bank's results of operations, financial condition, cash requirements and future prospectus regulatory restrictions on the payment of dividends and other factors deemed relevant by the board of directors. Information about our dividends and our dividend payout ratio (common share dividends as a percentage of net income less preferred share dividends) is provided under the "Capital management" section beginning on page 50 of our 2010 management's discussion and analysis, which pages are incorporated by reference herein.

## **DIRECTORS AND EXECUTIVE OFFICERS**

### **DIRECTORS**

The following are the Bank's directors as at December 2, 2010:

<b>Name, and Year Elected</b>	<b>Province/State and Country of Residence</b>	<b>Occupation</b>
W. Geoffrey Beattie (2001)	Ontario, CAN	President and Chief Executive Officer, The Woodbridge Company Limited Deputy Chairman, Thomson Reuters Corporation
Douglas T. Elix (2000)	Connecticut, U.S.A.	Corporate Director
John T. Ferguson (1990)	Alberta, CAN	Chairman and Chief Executive Officer, Princeton Developments Ltd. and Princeton Ventures Ltd.
The Hon. Paule Gauthier (1991)	Quebec, CAN	Senior Partner, Stein Monast L.L.P.
Timothy J. Hearn (2006)	Alberta, CAN	Chairman, Hearn & Associates
Alice D. Laberge (2005)	British Columbia, CAN	Corporate Director
Jacques Lamarre (2003)	Quebec, CAN	Corporate Director
Brandt C. Louie (2001)	British Columbia, CAN	Chairman and Chief Executive Officer, H.Y. Louie Co. Limited Chairman of the Board, London Drugs Limited

<b>Name, and Year Elected</b>	<b>Province/State and Country of Residence</b>	<b>Occupation</b>
Michael H. McCain (2005)	Ontario, CAN	President and Chief Executive Officer, Maple Leaf Foods Inc.
Gordon M. Nixon (2001)	Ontario, CAN	President and Chief Executive Officer, Royal Bank of Canada
David P. O'Brien (1996)	Alberta, CAN	Chairman of the Board, Royal Bank of Canada Chairman of the Board, EnCana Corporation
J. Pedro Reinhard (2000)	Florida, U.S.A.	President, Reinhard & Associates
Edward Sonshine (2008)	Ontario, CAN	President and Chief Executive Officer, RioCan Real Estate Investment Trust
Kathleen P. Taylor (2001)	Ontario, CAN	President and Chief Executive Officer, Four Seasons Hotels and Resorts
Victor L. Young (1991)	Newfoundland and Labrador, CAN	Corporate Director

Directors are elected annually and hold office until the next annual meeting of shareholders. Since November 1, 2005, the directors have held the principal occupations described above, except for the following:

*Mr. Douglas T. Elix* was Senior Vice-President and Group Executive, Sales and Distribution, IBM Corporation prior to April 2008.

*Mr. Timothy J. Hearn* was Chairman and Chief Executive Officer of Imperial Oil Limited prior to April 2008 and was Chairman, President and Chief Executive Officer of Imperial Oil Limited prior to January 2008.

*Mr. Jacques Lamarre* was President and Chief Executive Officer of SNC-Lavalin Group Inc. prior to May 2009.

*Mr. J. Pedro Reinhard* was Executive Vice-President of The Dow Chemical Company prior to December 2005.

*Ms. Kathleen P. Taylor* was President and Chief Operating Officer of Four Seasons Hotels and Resorts prior to August 1, 2010 and President, Worldwide Business Operations of Four Seasons Hotels Inc. prior to January 2007.

## **COMMITTEES OF THE BOARD**

*Audit Committee:* V.L. Young (Chair), T.J. Hearn, A.D. Laberge, J. Lamarre, B.C. Louie, J.P. Reinhard and K.P. Taylor

*Risk Committee*<sup>6</sup>: W.G. Beattie (Chair), J.T. Ferguson, T.J. Hearn, A.D. Laberge, J. Lamarre, M.H. McCain and E. Sonshine

*Corporate Governance and Public Policy Committee:* D.P. O'Brien (Chair), W.G. Beattie, D.T. Elix, P. Gauthier, B.C. Louie, M.H. McCain and E. Sonshine

*Human Resources Committee:* K.P. Taylor (Chair), D.T. Elix, J.T. Ferguson, P. Gauthier, D.P. O'Brien, J.P. Reinhard and V.L. Young

<sup>6</sup> Formerly called the *Conduct Review and Risk Policy Committee*.

## EXECUTIVE OFFICERS

The following are the Bank's executive officers as at December 2, 2010:

Name	Province/State and Country of Residence	Title
Morten N. Friis	Ontario, CAN	Chief Risk Officer
Janice R. Fukakusa	Ontario, CAN	Chief Administrative Officer and Chief Financial Officer
Zabeen Hirji	Ontario, CAN	Chief Human Resources Officer
M. George Lewis	Ontario, CAN	Group Head, Wealth Management
A. Douglas McGregor	Ontario, CAN	Co-Group Head, Capital Markets
David I. McKay	Ontario, CAN	Group Head, Canadian Banking
Gordon M. Nixon	Ontario, CAN	President and Chief Executive Officer
Mark A. Standish	New York, U.S.A.	Co-Group Head, Capital Markets
Barbara G. Stymiest	Ontario, CAN	Group Head, Strategy, Treasury and Corporate Services
W. James Westlake	Ontario, CAN	Group Head, International Banking and Insurance

Since November 1, 2005 the executive officers have been engaged in various responsibilities in our affairs, and those of our subsidiaries.

## OWNERSHIP OF SECURITIES

To our knowledge, the directors and executive officers, as a group, beneficially own or exercise control or direction over less than one percent (1%) of our common and preferred shares. None of our directors or executive officers holds shares of our subsidiaries except where required for qualification as a director of a subsidiary.

## CEASE TRADE ORDERS, BANKRUPTCIES, PENALTIES OR SANCTIONS

To the best of our knowledge, no director or executive officer,

- (a) is, as at December 2, 2010 or has been, within the 10 years before, a director, chief executive officer or chief financial officer of any company (including our company), that while that person was acting in that capacity,
  - (i) was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, or

- (ii) was subject to an event that resulted, after the director or executive officer ceased to be a director, chief executive officer or chief financial officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days, or
- (b) is, as at December 2, 2010 or has been, within the 10 years before, a director or executive officer of any company (including our company), that while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, or
- (c) has, within the 10 years before December 2, 2010, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director or executive officer,

Except for the following;

*Mr. O'Brien* was a director of Air Canada when it filed for protection under the *Companies' Creditors Arrangement Act* on April 1, 2003. Mr. O'Brien is no longer a director of Air Canada.

*Mr. Reinhard* became a director of Dow Corning Corporation in June 2000. The company sought protection under the reorganization provisions under Chapter 11 of the U.S. Bankruptcy Code in 1995 and emerged from Chapter 11 bankruptcy proceedings in 2004. Mr. Reinhard is no longer a director of Dow Corning Corporation.

*Ms. Stymiest* became a director of Research in Motion Limited (RIM) in March 2007. At that time, directors, officers and other current and former employees of RIM were subject to a management cease trade order (MCTO) issued by certain Canadian securities regulators (Regulators) on November 7, 2006 in response to RIM's failure to file certain securities filings with the Regulators. Ms. Stymiest became subject to the MCTO on March 7, 2007, and the MCTO was lifted on May 23, 2007 after the securities filings were filed with the Regulators.

To the best of our knowledge, none of our directors or executive officers have been subject to (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

## CONFLICTS OF INTEREST

To the best of our knowledge, no director or executive officer has an existing or potential material conflict of interest with us or any of our subsidiaries.

## LEGAL PROCEEDINGS AND REGULATORY ACTIONS

In the ordinary course of our business, we are routinely involved in or parties to various ongoing, pending and threatened legal actions and proceedings.

A description of certain legal proceedings to which we are a party appears under the heading "Guarantees, commitments and contingencies – Litigation" in Note 25 on page 126 to our 2010 Annual Consolidated Financial Statements for the year ended October 31, 2010, which pages are incorporated by reference.

Since October 31, 2009, (a) there have been no penalties or sanctions imposed against us by a court relating to securities legislation or by a securities regulatory authority, (b) there have been no other penalties or sanctions imposed by a court or regulatory body against us that would likely be considered important to a reasonable investor in making an investment decision, and (c) we have not entered into any settlement agreements with a court relating to securities legislation or with a securities regulatory authority.<sup>7</sup>

## **INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS**

To the best of our knowledge, there were no directors or executive officers or any associate or affiliate of a director or executive officer with a material interest in any transaction within the three most recently completed financial years or during the current financial year that has materially affected us or is reasonably expected to materially affect us.

## **TRANSFER AGENT AND REGISTRAR**

For Canada and the Caribbean, Computershare Trust Company of Canada is the transfer agent and registrar for our common shares and our preferred shares. Their principal offices are in the cities of: Halifax, NS; Montreal, QC; Toronto, ON; Winnipeg, MB; Calgary, AB; and Vancouver, BC. In the U.S., Computershare Trust Company, N.A. is the co-transfer agent located in Golden, Colorado. In the U.K., Computershare Services PLC is the co-transfer agent located in Bristol, England.

## **EXPERTS**

Deloitte & Touche LLP, independent registered chartered accountants, prepared the Report of Independent Registered Chartered Accountants in respect of our audited consolidated financial statements and the Report of Independent Registered Chartered Accountants in respect of our internal control over financial reporting.

## **AUDIT COMMITTEE**

### **AUDIT COMMITTEE MANDATE**

The mandate of the Audit Committee is attached as Appendix C to this annual information form.

### **COMPOSITION OF AUDIT COMMITTEE**

The Audit Committee consists of Victor L. Young (Chair), Timothy J. Hearn, Alice D. Laberge, Jacques Lamarre, Brandt C. Louie, J. Pedro Reinhard and Kathleen P. Taylor. The board has determined that each member of the Audit Committee is independent under our Director Independence Policy, which incorporates the independence standards under applicable Canadian and U.S. laws and regulations and none receives, directly or indirectly, any compensation from us other than ordinary course compensation for service as a member of the board of directors and its committees or of a board of directors of one or more of our subsidiaries. All members of the Audit Committee are financially literate within the meaning of *National Instrument 52-110 – Audit Committees* and of the Corporate Governance Standards of the NYSE. In considering the criteria for determining financial literacy, the board of directors looks at the ability of a director to read and understand a balance sheet, an income statement and a cash flow statement of a financial institution. The board has determined that each of Timothy J. Hearn, Alice D. Laberge, J. Pedro Reinhard and Victor L. Young qualifies as an “audit committee financial expert” as defined by the SEC.

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<sup>7</sup> National Instrument 14-101 limits the meaning of “securities legislation” to Canadian provincial and territorial legislation and “securities regulatory authority” to Canadian provincial and territorial securities regulatory authorities.

## RELEVANT EDUCATION AND EXPERIENCE OF AUDIT COMMITTEE MEMBERS

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his or her responsibilities as an Audit Committee member is as follows:

*Timothy J. Hearn, B.Sc.*, earned his Bachelor of Science degree from the University of Manitoba. Mr. Hearn was Chairman, President and Chief Executive Officer of Imperial Oil Limited from 2002 to 2008 and is a director of Viterra Inc. Mr. Hearn has been a member of our Audit Committee since March 2006.

*Alice D. Laberge, B.Sc., M.B.A.*, earned her Bachelor of Science degree from the University of Alberta and her M.B.A. from the University of British Columbia. Ms. Laberge was President and Chief Executive Officer of Fincentric Corporation until July 2005 and prior to December 2003, was its Chief Financial Officer. Ms. Laberge is a director of Potash Corporation of Saskatchewan and Russel Metals Inc. and has been a member of our Audit Committee since March 2006.

*Jacques Lamarre, B.A., B.Sc.*, is a graduate of Laval University where he earned his Bachelor of Arts degree and Bachelor of Arts and Science degree in Civil Engineering. He has also completed Harvard University's Executive Development Program. Prior to May 2009, Mr. Lamarre served as President and Chief Executive Officer of SNC-Lavalin Group Inc. for 13 years. Mr. Lamarre has been a member of our Audit Committee since February 2004.

*Brandt C. Louie, B.Comm., F.C.A.*, earned his Bachelor of Commerce degree from the University of British Columbia and is a Chartered Accountant and a Fellow of the Institute of Chartered Accountants of British Columbia. Mr. Louie is Chairman and Chief Executive Officer of H.Y. Louie Co. Limited and Chairman and a director of London Drugs Limited. Mr. Louie has been a member of our Audit Committee since March 2010.

*J. Pedro Reinhard, M.B.A.*, earned his M.B.A. at the Escola de Administração de Empresas Fundação Getulio Vargas (Sao Paulo) and attended post-graduate studies at the University of Cologne in Germany and Stanford University. Mr. Reinhard is the President of Reinhard & Associates and was Executive Vice-President and Chief Financial Officer of The Dow Chemical Company prior to October 2005. Mr. Reinhard is a director of Colgate-Palmolive Company and Sigma-Aldrich Corporation and is also a past chairman of the CFO Council Conference Board. Mr. Reinhard has been a member of our Audit Committee since May 2000.

*Kathleen P. Taylor, B.A. (Hons.), L.L.B., M.B.A.*, earned her Bachelor of Arts degree (Honours) from the University of Toronto, her law degree from Osgoode Hall Law School and her M.B.A. from the Schulich School of Business at York University. Ms. Taylor is the President and Chief Executive Officer of Four Seasons Hotels and Resorts. Ms. Taylor has been a member of our Audit Committee since November 2001.

*Victor L. Young, B.Comm. (Hons.), M.B.A.*, earned his Bachelor of Commerce (Honours) degree from Memorial University and his M.B.A. from the University of Western Ontario. From 1984 to 2001, Mr. Young served as Chairman and Chief Executive Officer of Fishery Products International Limited. Mr. Young is a director of Imperial Oil Limited and McCain Foods Limited. Mr. Young has been a member of our Audit Committee since March 2007.

## PRE-APPROVAL POLICIES AND PROCEDURES

The Audit Committee has adopted a policy that requires pre-approval by the Audit Committee of audit services and other services within permissible categories of non-audit services. The policy prohibits us from engaging the auditor for "prohibited" categories of non-audit services. A copy of our Pre-Approval Policies and Procedures can be found in Appendix D.

## INDEPENDENT REGISTERED CHARTERED ACCOUNTANTS' FEES

Deloitte & Touche LLP has served as one of our auditing firms since January 11, 1990 and became our sole auditor on September 23, 2003. Fees relating to the years ended October 31, 2010 and October 31, 2009 to Deloitte & Touche LLP and its affiliates were \$23.2 million and \$24.3<sup>(1)</sup> million respectively and are detailed below. The nature of each category of fees is also described below.

	Year ended October 31, 2010 (\$Millions)			Year ended October 31, 2009 <sup>(1)</sup> (\$Millions)		
	Bank and Subsidiaries	Mutual Funds <sup>(2)</sup>	Total	Bank and Subsidiaries	Mutual Funds <sup>(2)</sup>	Total
<b>Audit fees</b>	\$17.8	\$1.8	<b>\$19.6</b>	\$18.9	\$1.5	<b>\$20.4</b>
<b>Audit-related fees</b>	2.5	-	<b>2.5</b>	2.8	-	<b>2.8</b>
<b>Tax fees</b>	0.1	0.4	<b>0.5</b>	0.3	0.2	<b>0.5</b>
<b>All other fees</b>	0.3	0.3	<b>0.6</b>	0.3	0.3	<b>0.6</b>
	\$20.7	\$2.5	<b>\$23.2</b>	\$22.3	\$2.0	<b>\$24.3</b>

<sup>(1)</sup> The 2009 amounts have been reclassified to reflect the actual invoices, and foreign currency exchange rates at payment dates compared to the approval date.

<sup>(2)</sup> The Mutual Funds category includes fees paid for professional services provided by Deloitte & Touche LLP for certain Mutual Funds managed by subsidiaries of the Bank. In addition to other administrative costs, the subsidiaries are responsible for the auditors' fees for professional services rendered in connection with the annual audit, statutory and regulatory filings and other services for the Mutual Funds in return for a fixed administration fee.

### Audit Fees

Audit fees were paid for professional services rendered by the auditor for the integrated audit of our annual financial statements of the Bank, including its audit of the effectiveness of our internal control over financial reporting, and the financial statement audits of our subsidiaries. In addition, audit fees were paid for services that generally only the Bank's independent auditor reasonably can provide including services provided in connection with statutory and regulatory filings related to prospectuses and other offering documents.

### Audit-Related Fees

Audit-related fees were paid for assurance and related services that are reasonably related to the performance of the audit or review of our annual financial statements and are not reported under the audit fees item above. These services consisted of:

- special attest services traditionally performed by the Bank's independent auditor;
- reporting on the effectiveness of internal controls as required by contract or for business reasons;
- accounting consultations and special audits in connection with acquisitions;
- the audits of the financial statements of our various pension plans and charitable foundations;
- the audits of various trusts and limited partnerships; and
- the audits of certain special purpose vehicles relating to complex structured products.

### Tax Fees

Tax fees were paid for tax compliance services including the review of original and amended tax returns, assistance with questions regarding tax audits and assistance in completing routine tax schedules and calculations.

### All Other Fees

All other fees were paid for services other than the audit fees, audit-related fees and tax fees described above. These services consist of French translation of financial statements and related continuous disclosure and other public documents containing financial information for us and certain of our subsidiaries.



## **ADDITIONAL INFORMATION**

Additional information, including directors' and officers' remuneration and indebtedness, principal holders of our securities, and securities authorized for issuance under equity compensation plans, where applicable, is contained in the Bank's Management Proxy Circular for the most recent annual meeting of shareholders. Additional financial information is provided in our financial statements and management's discussion and analysis which are included in our 2010 Annual Report to Shareholders for the year ended October 31, 2010.

Copies of this annual information form, our 2010 Annual Report to Shareholders and Management Proxy Circular in respect of the most recent annual meeting of shareholders may be obtained from Investor Relations at 200 Bay Street, North Tower, 4<sup>th</sup> Floor, Toronto, Ontario, M5J 2W7 (416-955-7802).

This annual information form, the financial statements and management's discussion and analysis for the year ended October 31, 2010, as well as additional information about us may be found on our website at [rbc.com](http://rbc.com), on SEDAR, the Canadian Securities Administrators' website, at [sedar.com](http://sedar.com), and on the EDGAR section of the SEC's website at [sec.gov](http://sec.gov).

Information contained in or otherwise accessible through the websites mentioned in this annual information form does not form a part of this annual information form. All references in this annual information form to websites are inactive textual references and are for your information only.

## **TRADEMARKS**

Trademarks used in this annual information form include the LION & GLOBE Symbol, ROYAL BANK OF CANADA, RBC, and RBC ENVIRONMENTAL BLUEPRINT which are trademarks of Royal Bank of Canada used by Royal Bank of Canada and/or by its subsidiaries under license. All other trademarks mentioned in this annual information form, which are not the property of Royal Bank of Canada, are owned by their respective holders. RBC Dexia IS and affiliated Dexia companies are licensed users of the RBC trademark.

## APPENDIX A – PRINCIPAL SUBSIDIARIES

### PRINCIPAL SUBSIDIARIES

Principal subsidiaries (1)	Principal office address (2)	Carrying value of voting shares owned by the bank (3)
<b>Royal Bank Mortgage Corporation (4)</b>	Toronto, Ontario, Canada	\$ 1,062
<b>RBC Capital Trust</b>	Toronto, Ontario, Canada	1,497
<b>RBC Dominion Securities Limited (4)</b>	Toronto, Ontario, Canada	4,068
RBC Dominion Securities Inc.	Toronto, Ontario, Canada	
RBC DS Financial Services Inc.	Toronto, Ontario, Canada	
RBC Investment Services (Asia) Limited	Hong Kong, China	
<b>Royal Trust Corporation of Canada</b>	Toronto, Ontario, Canada	541
<b>The Royal Trust Company</b>	Montreal, Quebec, Canada	342
<b>Royal Bank Holding Inc.</b>	Toronto, Ontario, Canada	24,551
Royal Mutual Funds Inc.	Toronto, Ontario, Canada	
RBC Insurance Holdings Inc.	Mississauga, Ontario, Canada	
RBC General Insurance Company	Mississauga, Ontario, Canada	
RBC Insurance Company of Canada	Mississauga, Ontario, Canada	
RBC Life Insurance Company	Mississauga, Ontario, Canada	
RBC Direct Investing Inc.	Toronto, Ontario, Canada	
RBC Asset Management Inc.	Toronto, Ontario, Canada	
RBC Phillips, Hager & North Investment Counsel Inc.	Toronto, Ontario, Canada	
R.B.C. Holdings (Bahamas) Limited	Nassau, Bahamas	
RBC Caribbean Investments Limited	George Town, Grand Cayman	
Royal Bank of Canada Insurance Company Limited	St. Michael, Barbados	
Finance Corporation of Bahamas Limited	Nassau, Bahamas	
Royal Bank of Canada Trust Company (Bahamas) Limited	Nassau, Bahamas	
Investment Holdings (Cayman) Limited	George Town, Grand Cayman	
RBC (Barbados) Funding Ltd.	St. Michael, Barbados	
Royal Bank of Canada (Caribbean) Corporation	St. Michael, Barbados	
Royal Bank of Canada Trust Company (Cayman) Limited	George Town, Grand Cayman	
RBC Alternative Asset Management Inc. (2)	New York, New York, U.S.	
RBC Holdings (USA) Inc. (2)	New York, New York, U.S.	
RBC USA Holdco Corporation (2), (5)	New York, New York, U.S.	
RBC Capital Markets Holdings (USA) Inc. (2)	Minneapolis, Minnesota, U.S.	
RBC Capital Markets Corporation (2)	New York, New York, U.S.	
Prism Financial Corporation (5)	Wilmington, Delaware, U.S.	
RBC Trust Company (Delaware) Limited	Wilmington, Delaware, U.S.	
RBC Insurance Holdings (USA) Inc.	Wilmington, Delaware, U.S.	
Liberty Life Insurance Company	Greenville, South Carolina, U.S.	
RBC Capital Markets Arbitrage S.A.	Luxembourg, Luxembourg	
Royal Bank of Canada (Asia) Limited	Singapore, Singapore	
Capital Funding Alberta Limited	Calgary, Alberta, Canada	
RBC PH&N Holdings Inc. (6)	Toronto, Ontario, Canada	
<b>RBC Bancorporation (USA) (5)</b>	Raleigh, North Carolina, U.S.	4,712
RBC Bank (USA)	Raleigh, North Carolina, U.S.	
<b>RBCF L.P. (2)</b>	Wilmington, Delaware, U.S.	233
<b>Royal Bank of Canada Financial Corporation</b>	St. Michael, Barbados	4
<b>RBC Finance B.V.</b>	Amsterdam, Netherlands	3,426
Royal Bank of Canada Holdings (U.K.) Limited	London, England	
Royal Bank of Canada Europe Limited	London, England	
Royal Bank of Canada Investment Management (U.K.) Limited	London, England	
Royal Bank of Canada Trust Corporation Limited	London, England	
RBC Asset Management UK Limited	London, England	
RBC Holdings (Channel Islands) Limited	Guernsey, Channel Islands	
Royal Bank of Canada (Channel Islands) Limited	Guernsey, Channel Islands	
RBC Treasury Services (CI) Limited	Jersey, Channel Islands	
RBC Offshore Fund Managers Limited	Guernsey, Channel Islands	
RBC Fund Services (Jersey) Limited	Jersey, Channel Islands	
RBC Investment Solutions (CI) Limited	Guernsey, Channel Islands	
RBC Investment Services Limited	Jersey, Channel Islands	
RBC Regent Fund Managers Limited	Jersey, Channel Islands	
RBC Trust Company (International) Limited	Jersey, Channel Islands	
Regent Capital Trust Corporation Limited	Jersey, Channel Islands	
RBC Trust Company (Jersey) Limited	Jersey, Channel Islands	
RBC Trustees (Guernsey) Limited	Guernsey, Channel Islands	
RBC Regent Tax Consultants Limited	Jersey, Channel Islands	
RBC Wealth Planning International Limited	Jersey, Channel Islands	
RBC cees Limited	Jersey, Channel Islands	
RBC cees International Limited	Jersey, Channel Islands	
RBC cees Fund Managers (Jersey) Limited	Jersey, Channel Islands	
Royal Bank of Canada Trust Company (Asia) Limited	Hong Kong, China	
RBC Reinsurance (Ireland) Limited	Dublin, Ireland	
Royal Bank of Canada (Suisse) SA	Geneva, Switzerland	
Roycan Trust Company S.A.	Geneva, Switzerland	
<b>RBC Investment Management (Asia) Limited</b>	Hong Kong, China	16
<b>RBC Capital Markets (Japan) Ltd.</b>	St. Michael, Barbados	58
<b>RBC Holdings (Barbados) Ltd.</b>	St. Michael, Barbados	2,849
RBC Financial (Caribbean) Limited	Port of Spain, Trinidad and Tobago	

(1) The bank directly or indirectly owns 100% of the voting shares of each subsidiary except Finance Corporation of Bahamas Limited (75%).

(2) Each subsidiary is incorporated or organized under the laws of the state or country in which the principal office is situated, except for RBC Holdings (USA) Inc., RBC USA Holdco Corporation, RBC Capital Markets Holdings (USA) Inc. and RBC Alternative Asset Management Inc., which are incorporated under the laws of the State of Delaware, U.S., RBC Capital Markets Corporation, which is incorporated under the laws of the State of Minnesota and RBCF L.P., which is organized under the laws of the State of Nevada.

(3) The carrying value (in millions of dollars) of voting shares is stated as the bank's equity in such investments.

(4) The subsidiaries have outstanding non-voting shares of which the bank, directly or indirectly, owns 100%.

(5) RBC USA Holdco Corporation owns 8.58% and Prism Financial Corporation owns 1.35% of RBC Bancorporation (USA).

(6) RBC PH&N Holdings Inc. has exchangeable shares outstanding that were issued as part of the consideration to acquire PH&N and which will be exchanged on a one-for-one basis for RBC common shares three years after closing in accordance with the purchase agreement.

## APPENDIX B – EXPLANATION OF RATING AND OUTLOOK

INSTITUTION	RATING	OUTLOOK
<b>Moody's Investors Service</b>	<ul style="list-style-type: none"> <li>• Obligations rated 'Aaa' are judged to be of the highest quality, with minimal credit risk.</li> <li>• Issuers (or supporting institutions) rated between Aaa and A3 have a superior ability to repay short-term debt obligations.</li> <li>• The modifier 1 indicates that the obligation ranks in the higher end of its rating category.</li> </ul>	Outlook under review (neg) indicates that the rating is under review for possible downgrade.
<b>Standard &amp; Poor's</b>	<ul style="list-style-type: none"> <li>• An obligation rated 'AA' has very strong capacity to meet its financial commitments. It differs from the highest-rated obligations only to a small degree.</li> <li>• An obligation rated 'A' has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories.</li> <li>• The addition of a plus or minus sign shows the relative standing within the major rating categories.</li> </ul>	A positive rating outlook indicates that a rating may be upgraded. A stable rating outlook indicates that a rating is not likely to change.
<b>Fitch Ratings</b>	<ul style="list-style-type: none"> <li>• 'AA' ratings denote expectations of very low credit risk and are judged to be of high credit quality. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.</li> <li>• The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.</li> </ul>	A stable rating outlook indicates that a rating is not likely to change.
<b>DBRS</b>	<ul style="list-style-type: none"> <li>• An obligation rated 'AA' is of superior credit quality, and protection of interest and principal is considered high. In many cases they differ from obligations rated 'AAA' only to a small degree.</li> <li>• Preferred shares rated Pfd-1 are of superior credit quality, and are supported by entities with strong earnings and balance sheet characteristics. Pfd-1 securities generally correspond with companies whose senior bonds are rated in the AAA or AA categories.</li> <li>• Each rating category is denoted by the subcategories "high" and "low". The absence of either a "high" or "low" designation indicated the rating is in the middle of the category.</li> </ul>	A stable rating outlook indicates that a rating is not likely to change.

### WHAT THE RATINGS ADDRESS:

#### Long-term Senior Debt

Credit ratings are the current opinion of the rating agency on creditworthiness of an obligor with respect to fixed-income obligations whose original maturity is of a medium to long term nature. They address the possibility that a financial obligation will not be honoured as promised and reflects both the likelihood of default and any financial loss suffered in the event of default.

### **Subordinated Debt**

Credit ratings are the current opinion of the rating agency on creditworthiness of an obligor with respect to a specific financial obligation and a specific class of financial obligation for a specific financial program. Ratings take into consideration the creditworthiness of guarantors, insurers, or other forms of credit enhancement on the obligation and takes into account the currency in which the obligation is denominated.

### **Preferred Stock**

Preferred stock ratings address the issuer's capacity and willingness to pay dividends and principal, in case of limited life preferreds, on a timely basis. They address the likelihood of timely payment of dividends, notwithstanding the legal ability to pass on or defer a dividend payment.

### **Rating Outlook**

Rating Outlook assesses the potential direction of a credit rating over the intermediate to longer term. In determining a Rating Outlook consideration is given to any changes in the economic and fundamental business conditions. An Outlook is not necessarily a precursor of a rating change.

**ROYAL BANK OF CANADA  
EXTRACT FROM THE ADMINISTRATIVE RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS  
OF ROYAL BANK OF CANADA**

(hereinafter referred to as the "Bank")  
December 2, 2010

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**2.1 Audit Committee**

2.1.1 Establishment of Committee and Procedures

a) Establishment of Committee

A committee of the directors to be known as the "Audit Committee" (hereinafter the "Committee") is hereby established.

b) Composition of Committee

The Committee shall be composed of not less than five directors. Each member shall be financially literate, as the Board of Directors interprets such qualification in its business judgment, or must become financially literate within a reasonable period of time after appointment to the Committee. At least one member shall have accounting or related financial management expertise, as the Board of Directors interprets such qualification in its business judgment and in accordance with applicable regulatory requirements. No member of the Committee may serve on the audit committees of more than two other public companies, unless the Board of Directors determines that this simultaneous service would not impair the ability of the member to serve effectively on the Committee.

c) Independence of Committee Members

As required by the *Bank Act*, none of the members of the Committee shall be an officer or employee of the Bank or of an affiliate of the Bank. All of the members of the Committee shall be "unaffiliated", as determined by regulations made under the *Bank Act*. All of the members of the Committee shall be independent, as determined by director independence standards adopted by the Board in accordance with applicable regulatory requirements.

d) Appointment of Committee Members

Members shall be appointed or reappointed at the annual organizational meeting of the directors and in the normal course will serve a minimum of three years. Each member shall continue to be a member until a successor is appointed, unless the member resigns, is removed or ceases to be a director. The Board of Directors may fill a vacancy that occurs in the Committee at any time.

e) Committee Chairman and Secretary

The Board of Directors or, in the event of its failure to do so, the members of the Committee, shall appoint or reappoint, at the annual organizational meeting of the directors, a Chairman from among their number. The Chairman shall not be a former employee of the Bank or of an affiliate. The Committee shall also appoint a Secretary who need not be a director.

f) Time and Place of Meetings

Meetings may be called by any member of the Committee, or by the external auditors. The time and place of and the procedure at meetings shall be determined from time to time by the members, provided that:

- i) a quorum for meetings shall be three members, a majority of whom must be "resident Canadian" except as otherwise provided by the *Bank Act*;
- ii) the Committee shall meet at least quarterly;
- iii) the Committee may request any officer or employee of the Bank or the Bank's outside counsel or external auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee;
- iv) notice of the time and place of every meeting shall be given in writing or by telephone, facsimile, email or other electronic communication to each member of the Committee and to the external auditors at least 24 hours prior to the time fixed for such meeting, provided, however, that business referred to in paragraph 2.1.3.f)(iv) below may be transacted at a meeting of which at least one hour prior notice is given as aforesaid, and that a member may in any manner waive notice of a meeting; and attendance of a member at a meeting is a waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called; and
- v) a resolution in writing signed by all the members entitled to vote on that resolution at a Committee meeting, other than a resolution of the Committee carrying out its duties under subsection 194(3) of the *Bank Act*, shall be as valid as if it had been passed at a meeting of the Committee.

g) Reporting to the Board of Directors

- i) The Committee shall report to the Board of Directors following each meeting with respect to its activities and with such recommendations as are deemed desirable in the circumstances.
- ii) Prior to approval by the directors, the Committee will also report to the Board on the annual statement and returns that must be approved by the directors under the *Bank Act*.

- h) Access to Management and External Advisors
  - i) In fulfilling its responsibilities, the Committee shall have unrestricted access to management and employees of the Bank. The Committee is also empowered to investigate any matter with full access to all books, records, facilities, management and employees of the Bank and the authority to select, retain, terminate and approve the fees of outside counsel or other experts for this purpose.
  - ii) The Committee shall, as it deems necessary to carry out its duties, select, retain, terminate and approve the fees of any independent legal, accounting or other advisor or consultant.
- i) Private Meetings  
At least quarterly, the Committee shall meet with no members of management present and shall have separate private meetings with the external auditors, and each of the chief internal auditor, the chief financial officer, the general counsel, and the chief compliance officer, to discuss any matters that the Committee or these groups believe should be discussed.
- j) Evaluation of Effectiveness and Review of Mandate  
The Committee shall annually review and assess the adequacy of its mandate and evaluate its effectiveness in fulfilling its mandate.

#### 2.1.2 General Scope of Responsibilities and Purpose of the Committee

Management is responsible for the preparation, presentation and integrity of the Bank's financial statements and for maintaining appropriate accounting and financial reporting principles and policies and internal controls and procedures designed to ensure compliance with accounting standards and applicable laws and regulations.

The external auditors are responsible for planning and carrying out, in accordance with professional standards, an audit of the Bank's annual financial statements and internal control over financial reporting, and reviews of the Bank's quarterly financial information.

The Committee's purpose is to review the adequacy and effectiveness of these activities and to assist the Board in its oversight of:

- (i) the integrity of the Bank's financial statements;
- (ii) the external auditors' qualifications and independence;
- (iii) the performance of the Bank's internal audit function and external auditors;
- (iv) the adequacy and effectiveness of internal controls; and
- (v) the Bank's compliance with legal and regulatory requirements.

The Committee is also responsible for preparing any report from the Committee that may be required to be included in the Bank's annual proxy statement or that the Board elects to include on a voluntary basis.

The Committee shall meet every fiscal quarter, or more frequently at the discretion of the Committee if circumstances dictate, to discuss with management the annual audited financial statements and quarterly financial statements.

#### 2.1.3 Specific Responsibilities

##### a) Documents and Reports

The Committee shall review:

- i) prior to review and approval by the Board and public disclosure: the annual statement of the Bank, which includes the annual audited financial statements; the quarterly financial statements of the Bank; the annual information form; the quarterly and annual management's discussion and analysis; and earnings press releases;
- ii) the types of financial information and earnings guidance provided and types of presentations made to analysts and rating agencies, and shall be satisfied that adequate procedures are in place for the review of the Bank's public disclosure of financial information extracted or derived from the Bank's financial statements and shall periodically assess the adequacy of these procedures;
- iii) such returns as the Superintendent of Financial Institutions may specify and other periodic disclosure documentation and reports as may be required under applicable law;
- iv) such investments and transactions that could adversely affect the well-being of the Bank as the external auditors or any officer of the Bank may bring to the attention of the Committee;
- v) prospectuses relating to the issuance of securities of the Bank;
- vi) an annual report on any litigation matters which could significantly affect the financial statements; and
- vii) an annual report from the chief compliance officer on regulatory compliance matters.

b) Internal Control

The Committee shall;

- i) require management to implement and maintain appropriate systems of internal control, including internal controls over financial reporting and for the prevention and detection of fraud and error;
- ii) review, evaluate and approve systems of internal control and meet with the chief internal auditor and with management to assess the adequacy and effectiveness of these systems of internal control and to obtain on a regular basis reasonable assurance that the organization is in control;
- iii) receive reports from the Chief Executive Officer and the Chief Financial Officer as to the existence of any significant deficiency or material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Bank's ability to record, process, summarize and report financial information and as to the existence of any fraud, whether or not material, that involves management or other employees who have a significant role in the Bank's internal control over financial reporting;
- iv) review and approve the Bank's disclosure policy and review reports on the effectiveness of the Bank's disclosure controls and procedures; and
- v) review the process relating to and the certifications of the Chief Executive Officer and the Chief Financial Officer, including certifications on the design and effectiveness of the Bank's disclosure controls and procedures and internal control over financial reporting, and the integrity of the Bank's quarterly and annual financial statements.

c) Oversight of Independent Control Functions

The Committee shall oversee the finance, compliance and internal audit functions, having regard to their independence from the businesses whose activities they review, by:

Finance function

- i. reviewing and approving the appointment or removal of the chief financial officer;
- ii. reviewing and approving on a regular basis the mandate of the chief financial officer and of the finance function;
- iii. reviewing and approving on a regular basis the organizational structure of the finance function;
- iv. annually reviewing and approving the function's budget and resources;
- v. annually assessing the effectiveness of the chief financial officer and the finance function; and
- vi. on a periodic basis reviewing the results of independent reviews of the finance function;

Compliance function

- i. reviewing and approving the appointment or removal of the chief compliance officer;
- ii. reviewing and approving on a regular basis the mandate of the chief compliance officer and of the compliance function;
- iii. reviewing and approving on a regular basis the organizational structure of the compliance function;
- iv. annually reviewing and approving the function's budget and resources;
- v. annually assessing the effectiveness of the chief compliance officer and the compliance function; and
- vi. on a periodic basis reviewing the results of independent reviews of the compliance function;

Internal Audit function

- i. reviewing and approving the appointment or removal of the chief internal auditor;
- ii. reviewing and approving on a regular basis the mandate of the chief internal auditor and of the internal audit function;
- iii. reviewing and approving on a regular basis the organizational structure of the internal audit function;
- iv. annually reviewing and approving the function's budget and resources;
- v. annually assessing the effectiveness of the chief internal auditor and the internal audit function; and
- vi. on a periodic basis reviewing the results of independent reviews of the internal audit function;

d) Internal Auditor

The Committee shall:

- i) meet with the chief internal auditor to review the results of internal audit activities, including any significant issues reported to management by the internal audit function and management's responses and/or corrective actions;
- ii) meet with the chief internal auditor to review the status of identified control weaknesses;
- iii) review representations from the chief internal auditor, based on audit work done, on the adequacy and degree of compliance with the Bank's systems of internal control;
- iv) review with the chief internal auditor any issues that may be brought forward by the chief internal auditor, including any difficulties encountered by the internal audit function, such as audit scope, information access, or staffing restrictions.

e) External Auditors

The Committee shall have the authority and responsibility to recommend the appointment and the revocation of the appointment of any registered public accounting firm (including the external auditors) engaged for the purpose of preparing or issuing an audit report or performing other audit, review or attest services, and to fix their remuneration, subject to the powers conferred on the shareholders by the *Bank Act*. The Committee shall be responsible for the oversight of the work of each such accounting firm, including resolution of disagreements between management and the accounting firm regarding financial reporting, and each such firm shall report directly to the Committee. The Committee shall:

- i) meet with the external auditors to review and discuss the annual audit plan, the results of the audit, their report with respect to the annual statement and the returns and transactions referred to in subsection 194(3) of the *Bank Act*, and the report required to be provided to the Committee by the external auditors pursuant to Rule 2-07 of the U.S. Securities and Exchange Commission's Regulation S-X;
- ii) have the sole authority to approve all audit engagement fees and terms, as well as the provision and the terms of any legally permissible non-audit services to be provided by the external auditors to the Bank, with such approval to be given either specifically or pursuant to preapproval policies and procedures adopted by the committee;
- iii) review with the external auditors any issues that may be brought forward by the external auditors, including any audit problems or difficulties, such as restrictions on their audit activities or access to requested information, and management's response;
- iv) annually review with the external auditors their qualifications, independence and objectivity, including formal written statements delineating all relationships between the external auditors and the Bank that may impact such independence and objectivity;
- v) discuss with the external auditors and with management the annual audited financial statements and quarterly financial statements, including the disclosures contained in the annual and quarterly management's discussion and analysis;
- vi) review hiring policies concerning partners, employees and former partners and employees of the present and former external auditors;
- vii) review and evaluate the qualifications, performance and independence of the lead partner of the external auditors and discuss the timing and process for implementing the rotation of the lead audit partner, the concurring audit partners and any other active audit engagement team partner;
- viii) at least annually, obtain and review a report by the external auditors describing: the external auditors' internal quality-control procedures; to the extent permitted under the relevant review process, any material issues raised by the most recent internal quality-control review, or peer review, of the external auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the external auditors, and any steps taken to deal with any such issues; and
- ix) take into account the opinions of management and the Bank's internal auditors in assessing the qualifications, performance and independence of the external auditors.

f) Capital Management

The Committee:

- i) shall review and approve at least once a year the capital management policies recommended by management;
- ii) shall review on a regular basis the capital position and capital management processes;
- iii) shall obtain on a regular basis reasonable assurance that the Bank's capital management policies are being adhered to;
- iv) as provided in the relevant standing resolutions of the Board of Directors, may designate and authorize the issue of First Preferred Shares and the issue of securities qualifying as Tier 2A capital under capital adequacy guidelines issued by the Superintendent of Financial Institutions; and
- v) in connection with the exercise of the power delegated to senior management to authorize and approve issues of subordinated indebtedness of the Bank, shall review and approve the Draft Securities Disclosure Document as provided in the relevant standing resolution of the Board of Directors.

g) Other

- i) The Committee shall discuss major issues regarding accounting principles and financial statement presentations, including significant changes in the Bank's selection or application of accounting principles, analyses prepared by management or the external auditors setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analyses of the effect on the financial statements of alternative methods of applying Canadian or U.S. generally accepted accounting principles, of regulatory and accounting initiatives and of off-balance sheet structures;



- ii) The Committee shall establish procedures for the receipt, retention, treatment and resolution of complaints received by the Bank regarding accounting, internal accounting controls or auditing matters, as well as procedures for the confidential and anonymous submission by employees of concerns regarding accounting or auditing matters;
- iii) The Committee shall review and discuss any reports concerning material violations submitted to it by Bank attorneys or counsel pursuant to the attorney professional responsibility rules of the U.S. Securities and Exchange Commission, the Bank's attorney reporting policy, or otherwise;
- iv) The Committee shall discuss the major financial risk exposures of the Bank and the steps management has taken to monitor and control such exposures; and
- v) Subject to the laws applicable to the subsidiary, the Committee may perform for and on behalf of a subsidiary the functions of an audit committee of the subsidiary.

## **APPENDIX D – PRE-APPROVAL POLICIES AND PROCEDURES**

### **POLICIES AND PROCEDURES**

#### **FOR THE PRE-APPROVAL OF SERVICES**

#### **TO BE PERFORMED BY PUBLIC ACCOUNTING FIRMS**

**(EFFECTIVE OCTOBER 14, 2010)**

#### **Mandate**

1. The mandate of the Audit Committee established by the Board of Directors confers on the Committee the authority and responsibility (among other things) to pre-approve all audit and any legally permissible non-audit services to be provided by the external auditors and all audit, review and attest services provided by any other public accounting firm, with such approval to be given either specifically or pursuant to pre-approval policies and procedures adopted by the Committee.

#### **Purpose**

2. These Policies and Procedures are intended:
  - a) to specify the methods by which the Audit Committee may pre-approve the provision of audit, review and attest services by any public accounting firm to the Bank and its subsidiaries;
  - b) to specify the methods by which the Audit Committee may pre-approve the provision of non-audit services to the Bank and its subsidiaries by the Bank's external auditors and their affiliates (the "auditors") that do not impair the independence of the auditors under applicable laws and professional standards, including the rules of the Canadian Institute of Chartered Accountants, the Public Company Accounting Oversight Board ("PCAOB"), the Canadian Securities Administrators and the U.S. Securities and Exchange Commission;
  - c) to set forth procedures designed to ensure that any services to be provided by the auditors and that any audit, review or attestation services to be performed by any other public accounting firm have been properly authorized and pre-approved under the authority of the Audit Committee, and that the Committee is promptly informed of each service; and
  - d) to ensure that the Audit Committee's responsibilities under applicable law are not delegated to management.

#### **Required Approval of Audit and Non-Audit Services**

3. The Audit Committee shall pre-approve all engagements of the auditors by:
  - a) the Bank; or
  - b) any subsidiary.
4. The Audit Committee shall pre-approve engagements of any public accounting firm to provide audit, review or attest services to:
  - a) the Bank; or
  - b) any subsidiary.
5. The Audit Committee shall evidence its pre-approval by resolution of the Committee or through the exercise of delegated authority in accordance with these Policies and Procedures.

6. “Subsidiary” has the meaning set forth in Rule 1-02(x) of the U.S. Securities and Exchange Commission’s Regulation S-X. The Bank considers any entity that the Bank is required to consolidate under U.S. GAAP to be a “subsidiary”.

7. For the purpose of these Policies and Procedures and any pre-approval:

- a) “Audit services” include services that are a necessary part of the audit process and any activity that is a necessary procedure used by the accountant in reaching opinions on the financial statements and on internal control over financial reporting as is required under applicable auditing standards (“AAS”), including technical reviews to reach an audit judgment on complex accounting issues;
- b) The term “audit services” is broader than those services strictly required to perform an audit pursuant to AAS and include such services as:
  - i) the issuance of comfort letters and consents in connection with offerings of securities;
  - ii) the performance of domestic and foreign statutory audits;
  - iii) attest services required by statute or regulation; and
  - iv) assistance with and review of documents filed with the Office of the Superintendent of Financial Institutions, Canadian securities administrators, the Securities and Exchange Commission, the Board of Governors of the Federal Reserve Board and other regulators having jurisdiction over the activities of the Bank and its subsidiaries, and responding to comments from such regulators;
- c) “Audit-related” services are assurance (e.g., due diligence services) and related services traditionally performed by the principal accountant and that are reasonably related to the performance of the audit or review of financial statements and not categorized under “audit fees” for disclosure purposes.

“Audit-related services” include:

- i) employee benefit plan audits, including audits of employee pension plans,
- ii) due diligence related to mergers and acquisitions,
- iii) consultations and audits in connection with acquisitions, including evaluating the accounting treatment for proposed transactions;
- iv) internal control reviews;
- v) attest services not required by statute or regulation; and
- vi) consultations regarding financial accounting and reporting standards.

Non-financial operational audits are not “audit-related” services;

- d) “Review services” are services applied to unaudited financial statements and consist of the inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to financial statements for them to be in conformity with GAAP or, if applicable, any other comprehensive basis of accounting;
- e) “Attest” services are those engagements where the accountant issues an examination, a review, or an agreed-upon procedures report on a subject matter, or an assertion about the subject matter that is the responsibility of another party. Examples of the subject matter of an “attest” engagement include: examinations (i.e., audits) of financial forecasts and projections; reviews of pro-forma financial information; reporting on a company’s internal control over financial reporting; and examinations of compliance with contractual arrangements or laws and regulations.

## **Delegation**

8. The Audit Committee may from time to time delegate to one or more of its members who are “independent” (within the meanings of applicable law and the rules or policies of a securities commission having jurisdiction, and the NYSE) the power to pre-approve from time to time:
  - a) audit, review or attest services to be provided by any public accounting firm (including the auditors) that have not been otherwise approved by the Committee;
  - b) permissible non-audit services to be provided by the auditors that have not otherwise been approved by the Committee, and
  - c) changes in the scope of pre-approved engagements and the maximum estimated fees for engagements that have been pre-approved by the Committee.
9. The member(s) exercising such delegated authority must report at the next regularly scheduled meeting of the Audit Committee any services that were pre-approved under this delegated authority since the date of the last regularly scheduled meeting.
10. The member(s) exercising delegated authority may evidence his or her approval by signing an instrument in writing that describes the engagement with reasonable specificity, or by signing an engagement letter containing such a description.
11. In addition, member(s) exercising delegated authority may pre-approve an engagement orally, if any such oral approval is promptly confirmed in writing. Such written confirmation may be given by fax or e-mail and must describe the engagement with reasonable specificity.

## **Responsibilities of External Auditors**

12. To support the independence process, the external auditors shall:
  - a) confirm in engagement letters that performance of the work will not impair independence;
  - b) satisfy the Audit Committee that they have in place comprehensive internal policies and processes to ensure adherence, world-wide, to independence requirements, including robust monitoring and communications;
  - c) provide regular communication and confirmation to the Committee on independence;
  - d) provide for Committee approval, in connection with each annual audit engagement, a detailed scope of services outlining each individual audit to be performed and a detailed description of audit-related services;
  - e) utilize the assigned tracking numbers in all fee billings and correspondence and provide detailed, quarterly fee reporting.
  - f) maintain certification by the Canadian Public Accountability Board and registration with the U.S. Public Company Accounting Oversight Board; and
  - g) review their partner rotation plan and advise the Committee on an annual basis.

## **Engagements**

13. The Audit Committee will not, as a general rule, pre-approve a service more than one year prior to the time at which it is anticipated that the firm of accountants will be engaged to provide the service.
14. Engagements will not be considered to be revolving in nature and may not operate from year-to-year.
15. All audit and non-audit services to be provided by the auditors and all audit, review or attest services to be provided by any public accounting firm shall be provided pursuant to an engagement letter that shall:
  - a) be in writing and signed by the auditors or public accounting firm;
  - b) specify the particular services to be provided;
  - c) specify the period in which the services will be performed;
  - d) specify the maximum total fees to be paid; and
  - e) in the case of engagements of the auditors, include a confirmation by the auditors that the services are not within a category of services the provision of which would impair their independence under applicable law and Canadian and U.S. generally accepted auditing standards.
16. Management shall, before signing and delivering an engagement letter on behalf of the Bank or a subsidiary and before authorizing the commencement of an engagement:
  - a) obtain an engagement letter in accordance with the foregoing;
  - b) confirm that the services are described in the engagement letter accurately and with reasonable specificity;
  - c) obtain confirmation from the auditors that they have conducted an analysis that supports their conclusion that performance of the services will not impair their independence;
  - d) with respect to engagements for the provision of services other than audit and audit-related services, obtain confirmation from legal counsel for the Bank that performance of the services will not impair independence; and
  - e) verify that the performance of the services has been specifically approved by the Audit Committee or a member in accordance with authority delegated by the Committee.

All engagement letters entered into pursuant to these Policies and Procedures shall be made available to the Audit Committee.

## **Tax Services**

17. The Audit Committee, and any member in the exercise of delegated power, shall consider the provision of tax services by the auditors on an engagement-by-engagement basis.
18. The Audit Committee shall not pre-approve, and any member of the Audit Committee may not exercise delegated power to engage the auditors to provide, tax services to the Bank or a subsidiary:
  - a) to represent the Bank or a subsidiary before a tax or other court;
  - b) if the provision of the services would be prohibited, as prescribed by paragraph 22 of these Policies and Procedures; or

- c) related to marketing, planning or opinion in favour of the tax treatment of (1) a transaction offered under conditions of confidentiality and for which a fee has been or will be paid by the Bank; or (2) a transaction that was initially recommended directly or indirectly, by the accountant and a significant purpose of which is tax avoidance, unless the proposed tax treatment is at least more likely than not to be allowable under applicable tax laws.

19. The Audit Committee shall not pre-approve, and any member of the Audit Committee may not exercise delegated power to engage the auditors to provide tax services to a person in a financial oversight role at the Bank, or an immediate family member of such a person, except as would be permitted by the PCAOB rules.

#### **Other Non-Audit Services**

20. The Audit Committee, and any member in the exercise of delegated power, shall consider the provision of other non-audit services (non-audit services other than audit-related services and tax services, and including non-audit services relating to internal control, business recovery services and due diligence or comfort letter type services legally required or customarily provided by an issuer's accountants in the United Kingdom, at the issuer's expense, pursuant to an arrangement letter between an accountant, the issuer and a lender or investment bank) by the auditors on an engagement-by-engagement basis. Any approval of non-audit services relating to internal control must be preceded by a discussion with the auditors of the potential effects of the services on independence as required by the rules of the PCAOB.

#### **Value-Added Services**

21. The Audit Committee recognizes and approves of the fact that the auditors from time to time provide, without charge or commitment, value added services to the Bank and its subsidiaries that do not involve an engagement of the auditors. Such value added services may include surveys, educational sessions, benchmarking studies, and monitoring of contest draws as an independent observer. The Audit Committee receives and reviews periodic reports from management and the auditors providing representative examples of such services as part of its monitoring of the Bank's overall relationship with the auditors.

#### **Prohibited Services**

22. The Audit Committee shall not pre-approve, and any member may not exercise delegated power to engage the auditors to provide any services, including tax services or business recovery services, that (i) provide for a contingency or commission fee arrangement; or (ii) involve the auditors performing any of the non-audit services set forth in paragraph (c)(4) of Rule 2-01 of the U.S. Securities and Exchange Commission's Regulation S-X, which include:

- a. providing bookkeeping or other services related to the accounting records or financial statements of the Bank or any of its subsidiaries,
- b. providing financial information systems design and implementation to the Bank or any of its subsidiaries,
- c. providing actuarial services to the Bank or any of its subsidiaries,
- d. providing internal audit outsourcing services to the Bank or any of its subsidiaries,
- e. providing human resources services to the Bank or any of its subsidiaries,
- f. providing broker-dealer, investment adviser, or investment banking services to the Bank or any of its subsidiaries,
- g. functioning in the role of management for the Bank or any of its subsidiaries,
- h. auditing their own work in relation to the Bank or any of its subsidiaries,
- i. providing appraisal or valuation services, contribution in kind reports or fairness opinions to the Bank or any of its subsidiaries,
- j. serving in an advocacy role for the Bank or any of its subsidiaries,
- k. providing legal services to the Bank or any of its subsidiaries,

- l. providing services that fall within the category of “expert” services that are prohibited by applicable law to the Bank or any of its subsidiaries, or
- m. providing services to the Bank or any of its subsidiaries that would otherwise compromise their independence under applicable regulatory guidance.

For the purposes of the Prohibited Services listed in this Section 22 above, a “subsidiary” includes any entity for which the Bank equity accounts for purposes of U.S. GAAP that is material to the Bank. Therefore, the Audit Committee is not permitted to pre-approve the provision of the prohibited services listed above by the auditors to these entities.

#### **Timely Reporting to the Audit Committee**

23. Management shall provide a quarterly written report to the Audit Committee of services performed and related fees, at the scheduled meeting of the Committee held following the end of each fiscal quarter end.

#### **No Delegation to Management**

24. Nothing in these Policies and Procedures shall be interpreted as a delegation to management of the Audit Committee’s responsibilities under applicable law.

#### **Effective Date**

25. These updated Policies and Procedures are effective as and from October 14, 2010.

#### **Disclosure**

26. The Bank shall disclose these Policies and Procedures in its periodic filings, as required by applicable law.

#### **Review**

27. The Audit Committee shall review and reassess the adequacy of these Policies and Procedures on a bi-annual basis.

