

AGREEMENT

THIS AGREEMENT made in duplicate this 27th day of May, 1998.

BETWEEN:

BANK OF CANADA,
234 Wellington Street
Ottawa, Ontario
K1A 0G9

a body corporate established under the laws of Canada

(Hereinafter called the "Bank of Canada")

AND

CANADIAN INVESTOR PROTECTION FUND/FONDS
CANADIEN DE PROTECTION DES ÉPARGNANTS,
Royal Bank Plaza
Suite 2400, South Tower,
Toronto, Ontario
M5J 2J4

for and on behalf of CIPF Members as trustee

(Hereinafter called the "CIPF")

INTRODUCTION

1. CIPF provides protection to certain customers of the members ("Members") of participating institutions, associate participating institutions and affiliate participating institutions of CIPF ("Participating Institutions") in the event of the insolvency of any such Member.
2. The Bank of Canada sells and redeems securities of its own issue to certain Members and the customers of such Members from time to time.

3. In connection with the activities of the Bank of Canada described in paragraph 2, the Bank of Canada is to be an acceptable securities location for Members for the purposes of the by-laws and regulations (together the "Regulations") of one or more of the Participating Institutions in respect of the segregation obligations of the Members.
4. The Regulations require that the terms upon which any securities are deposited with the Bank of Canada for Members include written provisions to the effect of paragraphs 1(a), (b) and (c) below.
5. As a matter of convenience and to reduce the need for the Bank of Canada to enter into individual written agreements with each Member with whom it deals, CIPF has agreed to enter into this Agreement as a bare trustee on behalf of such Members.

IN CONSIDERATION of these premises and other good and valuable consideration received by each of the parties from each of the others, the parties agree as follows:


1. **Terms of Segregation.** The Bank of Canada shall ensure, in respect of any securities registered in the name of a Member and held by it for the Member in accordance with the Regulations, that subject to paragraph 1(d).
 - (a) no use or disposition of such securities shall be made without the prior written consent of the Member (which consent may be given by electronic communication which is capable of being retrieved and confirmed);
 - (b) certificates representing such securities shall be delivered to the Member promptly on demand or, when certificates are not available and the securities are represented by book entry by the Bank of Canada, the securities shall be able to be transferred either from the Bank of Canada or to the account of any other person maintaining an account at the Bank of Canada promptly on demand in accordance with the terms and conditions of the securities;
 - (c) the securities of the Member or customers of a Member shall be held in segregation for the Member free and clear of any charge, lien, claim or encumbrance of any kind in favour of the Bank of Canada; and

- (d) the prohibition of the Bank of Canada in paragraph 1(a) and the requirements of the Bank of Canada in paragraphs 1(b) and (c) are each subject to the terms, conditions and provisions of:
- (i) the securities,
 - (ii) any contract between the Bank of Canada and the holder of the securities in respect of the sale, issuance, transfer or redemption of the securities, and
 - (iii) any applicable law or regulatory policy, and any act or refusal to act by the Bank of Canada in accordance with or permitted by such terms, conditions or provisions shall not be considered to be in breach of this Agreement.
2. **Trust.** CIPF declares that it holds the benefit of the covenants of the Bank of Canada herein in trust for the Members and the Bank of Canada acknowledges that each Member for whom the Bank of Canada is an acceptable securities location may enforce such covenants directly against the Bank of Canada as if entered into by such Member itself in connection with the services provided by the Bank of Canada to such Member. CIPF shall be under no obligation or responsibility of any kind or character to any Member, customer of a Member or any person claiming through them in respect of this Agreement and, in particular, shall have no obligation, responsibility or duty to see that any covenant herein is carried out and fulfilled or to take any action for the enforcement of this Agreement.
3. **Term.** This Agreement shall remain in full force and effect with respect to any Member and the Bank of Canada as long as the Bank of Canada holds any securities on behalf of such Member as an acceptable securities location.
4. **Binding Effect.** This Agreement shall extend to and enure to the benefit of and be binding upon the successors and assigns of the parties hereto and the Members but shall not be assigned by the Bank of Canada without the prior written consent of CIPF.

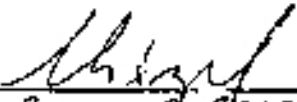
5. **English Language.** This Agreement has been drawn up in the English language at the request of the parties. Les parties ont requis que la présente convention soit rédigée en anglais.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date noted below.

BANK OF CANADA

By: 
Name: Roy Flett
Title: Chief, Government Securities Services
Date:

**CANADIAN INVESTOR PROTECTION FUND/FONDS
CANADIEN DE PROTECTION DES ÉPARGNANTS,**

By: 
Name: ROLAINÉ DESJARD
Title: VP - SECRETARY
Date: MAY 22, 1998