

This **CENTRAL PAYOR AND TRANSFER AGENT AGREEMENT** dated as of [●], (as may amended, modified, supplemented or replaced from time to time, the “**CPTA Agreement**”), between Canada Mortgage Housing Corporation, (the “**Corporation**” or “**CMHC**”), and [NAME OF CPTA], as Central Payor and Transfer Agent (the “**CPTA**”)

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RECITALS:

WHEREAS CMHC has created the role of Central Payor and Transfer Agent for the National Housing Act Mortgage-Backed Securities Program;

WHEREAS CMHC wishes to appoint [NAME OF CPTA] to act as CPTA;

WHEREAS [NAME OF CPTA] agrees to act as CPTA;

WHEREAS it is desirable that CMHC and [NAME OF CPTA] enter into an agreement prescribing their respective duties and responsibilities with respect to the appointment of [NAME OF CPTA] as CPTA;

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PREAMBLE**

The preamble forms an integral part of this CPTA Agreement.

2. **DEFINITIONS**

In this CPTA Agreement and the schedules hereto, as amended from time to time, the following terms, words and phrases shall have the meaning set forth below, except where the context clearly indicates otherwise:

- (i) **“Applicable Law”** means all laws (foreign or domestic), ordinances and treaties and all judgments, decrees, writs and orders of any court, arbitrator or governmental agency or authority, and all rules, regulations, orders, interpretations, directives, licenses and permits of any governmental body, instrumentality, agency or other regulatory authority from time to time applicable to the CPTA or CMHC;
- (ii) **“CPTA Services”** means the provision, operation and management of Central Payor and Transfer Agent (CPTA) services for CMHC’s National Housing Act (NHA) Mortgage-Backed Securities (MBS) Program, as outlined in this CPTA Agreement, including but not limited to the following:
 - (a) payment of principal and interest (P&I) and other amounts owing to investors under their NHA MBS;
 - (b) periodic gathering of information from issuers of NHA MBS pools;
 - (c) the preparation, issuing, registration, and delivery of new NHA MBS certificates;
 - (d) the transfer of NHA MBS certificates to successive MBS investors/owners;

- (e) the CPTA functions and responsibilities outlined in the NHA MBS Program Guide, as may be amended from time to time (hereafter referred to as the “**MBS Guide**”);
 - (f) the services for which fees are chargeable pursuant to this CPTA Agreement payable by the third parties from whom or in respect of whom the services are being provided.
- (iii) “**Delayed Certificate Inventory**” or “**DCI**” means the system under which ownership records are maintained in book entry form by the CPTA and where, rather than a Certificate, an ownership receipt is issued and held in segregated custody for the holder.
 - (iv) “**Event of Default**” has the meaning set out in Section 9.1.
 - (v) “**Force Majeure**” means acts of God, wars (declared or undeclared), revolution, riot, insurrection, civil commotion, acts of terrorism, fires, floods, storms, slides, lockouts freight embargoes, power failures, mechanical or electrical breakdowns or non-availability of any machinery, equipment or service provided by any Person, provided that such event or circumstance is a major disabling event or circumstance in relation to the normal operations of the party concerned as a whole which is beyond the reasonable control of the party affected in carrying out its duties, covenants or obligations under this CPTA Agreement, provided always that lack of money, financing or credit will not be deemed to constitute an event of Force Majeure;
 - (vi) “**Funding Date**” means the CMHC designated business day, currently the 14th of the month. Any draw or funding on the Funding Date shall be consistent with any Canadian Payment Association requirements and taking into account Clearing Agencies requirements;
 - (vii) “**P&I**” means principal and interest due to the registered owners of NHA MBS;
 - (viii) “**Payment Date**” means the business day in the Province of Ontario following the Funding Date, usually the fifteenth of a month.

3. **APPOINTMENT OF CPTA**

- 3.1 Appointment. CMHC hereby appoints [**NAME OF CPTA**] as CPTA for the performance of CPTA Services and [**NAME OF CPTA**] hereby agrees to act in such capacity and to provide or cause to be provided the CPTA Services described in this CPTA Agreement upon the terms and conditions herein set forth.
- 3.2 Exclusivity. CMHC grants the CPTA the exclusive right to provide the CPTA Services during the term of this CPTA Agreement, for so long as the CPTA remains in good standing during the term of this CPTA Agreement.
- 3.3 Permitted Activities. The Corporation acknowledges that this appointment is non-exclusive and that the CPTA may act as a central paying agent of any Person, firm

or corporation and may take any action or do anything in relation to such services so long as the CPTA is performing its obligations under this CPTA Agreement.

- 3.4 Commencement and Term of Agreement. The Initial term of this CPTA Agreement shall be for a period of five (5) years commencing as of January 1, 2021 and terminating on December 31, 2025, unless terminated by CMHC in accordance with the provisions contained in this agreement.
- 3.5 Extension/Renewal of CPTA agreement, this CPTA Agreement shall be automatically renewed for successive one-year terms ending December 31 of each year up to a maximum three (3) additional consecutive terms of one (1) year each unless it is terminated by either party giving prior written notice to the other party not less than one hundred and twenty (120) days prior to the end of any term.

4. **SERVICES PROVIDED BY THE CPTA**

- 4.1 Quality of Service. The quality of the CPTA Services shall be in accordance with industry customs and practices and with the requirements of any government body, if any, having jurisdiction under Applicable Law. In addition, the CPTA shall maintain computerized facilities, readily adaptable to NHA MBS Program needs, be able to receive electronically from the CMHC approved issuers of MBS (hereafter referred to as “**MBS issuers**”) mortgage and other data required for the NHA MBS Program, including the CMHC 2840 monthly accounting report data outlined in the MBS Guide.
- 4.2 Communications Specifications. Both parties shall make their best efforts to improve the connectivity of the electronic communications whenever and wherever possible.
- 4.3 Location of CPTA Services. The CPTA will provide registration and transfer facilities to investors in NHA MBS in at least the following locations: Montreal, Toronto, and Vancouver and drop off locations in Halifax, Winnipeg and Calgary.
- 4.4 CPTA Services. As may be further described hereunder, the CPTA shall, in its capacity as CPTA, during the term of this CPTA Agreement and any renewal thereof:
- (a) maintain a segregate trust/custodial account and any other required segregated accounts for the NHA MBS Program for the holding of money;
 - (b) be prepared to provide, on a monthly basis, a current list of all accounts under its administration for the NHA MBS Program to CMHC, if requested;
 - (c) maintain separate records relating to each pool of mortgages and MBS as well as payments related to the NHA MBS Program;

- (d) make payment in the amounts, to the Persons entitled thereto and at the times specified in the MBS Guide, subject to any instructions received from CMHC;
- (e) make all required payments to the systems maintained by CDS, or to the systems of such other Clearing Agency in accordance with the MBS Guide, subject to any instructions received from CMHC, where applicable;
- (f) when required, receive the proceeds of each NHA MBS pool when issued;
- (g) debit the trust/custodial accounts on a monthly basis (or at such time as required by the MBS Guide) and transmit payments, subject to any instructions received from CMHC;
- (h) perform data testing to confirm the adequacy of NHA MBS Program participants' electronic and computerized systems;
- (i) as provided under the MBS Guide, make payments in relation to fees, expenses, taxes, indemnity or otherwise as required, subject to any instructions received from CMHC;
- (j) receive, comply with all directions provided by or on behalf of CMHC with respect to the application of all amounts received to be held by it in relation to NHA MBS Program and establish the electronic systems and wire transfers necessary to complete any payment directions;
- (k) establish and maintain electronic communications with NHA MBS Program participants, Clearing Agencies and fiscal agents;
- (l) receive all data, documents, information, forms, notices, instructions and other communications to be provided as required by the MBS Guide from all Persons participating in the NHA MBS Program;
- (m) to cooperate with and provide any information requested by CMHC's accountants and auditors;
- (n) prepare and provide any reports required from the CPTA under the MBS Guide;
- (o) upon obtaining actual knowledge of a shortfall in any payment required to be made to any Person, promptly prepare and provide a report to CMHC describing such shortfall;
- (p) ensure that proper books of account and complete records of all transactions undertaken or performed by it are maintained and render statements or copies thereof from time to time as requested by CMHC and its accountants;
- (q) notify CMHC upon obtaining actual knowledge of the occurrence of any discrepancies that are noted; and

- (f) notify CMHC if the CPTA is unable to perform any of its duties or where there is an Event of Default under this CPTA Agreement.

4.5 Administration of Security Documents.

In relation to the NHA MBS Program, the CPTA shall, in its capacity as CPTA, during the term of this CPTA Agreement and any renewal thereof:

- (a) ensure the control and safekeeping of un-issued certificates, receipts and other relevant documents and information;
- (b) prepare for issue and deliver the certificates of any new pool in accordance with the “Schedule of Subscribers and Contractual Agreement” (as set out in the MBS Guide) submitted by the MBS issuer;
- (c) at all times keep a register or registers (hereinafter the “**Register**” or “**Registers**”) in accordance with the MBS Guide, for the registration of NHA MBS certificates and registration of ownership, transfers, exchanges and cancellations upon maturity of NHA MBS certificates, in which shall be entered the names and addresses of the registered holders of NHA MBS certificates and the particulars of the NHA MBS certificates held by them;
- (d) upon surrender for registration of transfer of any NHA MBS certificate, authenticate, register and deliver, in the name of the transferee or transferees, a new NHA MBS certificate or certificates for a like aggregate principal amount in accordance with the MBS Guide and the prevailing Canadian transfer regulations and practices;
- (e) upon surrender of any NHA MBS certificate for exchange, authenticate, register and deliver new NHA MBS certificates of different authorized denomination(s) and for a like aggregate principal amount; the CPTA shall not be required to make any such exchange of NHA MBS certificates if as a result thereof, CMHC, the CPTA or the MBS issuer would incur adverse tax or other similar consequences under the laws or regulations of any jurisdiction in effect at the time of the exchange;
- (f) date all new NHA MBS certificates authenticated and delivered by the CPTA upon registration of transfer or in exchange for NHA MBS certificates of other denomination so that neither gain nor loss of principal or interest shall result from such registration of transfer or exchange;
- (g) ensure that NHA MBS certificates presented or surrendered for registration of transfer or exchange are accompanied by a written instrument or instruments of transfer in a form satisfactory to the CPTA which form shall be in accordance with the prevailing Canadian transfer regulations and practices and duly executed by the registered holder or its duly authorized attorney;

- (h) treat the person in whose name any NHA MBS certificate is registered as the absolute owner of such NHA MBS certificate for the purpose of receiving payment of principal and interest on such NHA MBS certificate, and all other purposes whatsoever and neither CMHC nor the CPTA shall be affected by any notice to the contrary, short of fulfilling the requirements for registration of transfer and effecting the registration, and such payment shall be a good and sufficient discharge to CMHC and the CPTA for the amount so paid;
- (i) in case of any NHA MBS certificates being mutilated or defaced or lost, destroyed or stolen, subject to Applicable Law, issue, certify and deliver, a new NHA MBS certificate in exchange for and in place of and upon cancellation of such mutilated or defaced NHA MBS certificate and in lieu of and in substitution for such lost, destroyed or stolen NHA MBS certificate in accordance with the MBS Guide;
- (j) provide confirmation of certificate ownership for corporate and individual investors upon request and payment of reasonable fees and expenses.

4.6 Administration of Payments from Issuers.

In relation to payments from issuers, the CPTA Shall, in its capacity as CPTA, during the term of this CPTA Agreement and any renewal thereof, perform the following:

- (a) arrange for the automated/electronic transfer of funds from issuers to the CPTA for the payment of P&I and other payments owing to NHA MBS investors and CMHC each month, and make any subsequent changes thereto;
- (b) verification of the validity of the MBS issuers' central P&I accounts once established;
- (c) receive by cheque or electronic transfer the monthly transfer of funds out of the MBS issuers' central P&I accounts on the Funding Date;
- (d) verify timely receipt of the required monthly accounting data for the mortgages with respect to which the NHA MBS have been issued, as well as their accuracy based on the edit requirements as specified in Schedule B - Schedule of Edits;
- (e) notify the MBS issuer and CMHC upon discovery of any inaccuracy in the monthly accounting data and request, forthwith, revisions from the MBS issuer;
- (f) advance to the registered owners of NHA MBS certificates from the CPTA's own funds on behalf of the Corporation the scheduled payment to the NHA MBS investors on the Payment Date and any other moneys requested by the Corporation as required pursuant to the Corporation's guarantee of timely payment to cover a default by an MBS issuer, notwithstanding the MBS issuer's failure to have sufficient funds in its central P&I account; where the Corporation has requested that the CPTA advance funds on behalf of the Corporation to the owners of the NHA MBS certificates pursuant to the Corporation's guarantee of timely payment,

the Corporation shall reimburse the CPTA for all funds advanced within five (5) days of the date the funds were advanced by the CPTA, together with interest at the market rate charged to the CPTA by its banking institution;

- (g) provide an accounting to the Corporation of any moneys advanced by the CPTA on behalf of the Corporation to cover a default; and
- (h) prepare and forward invoices to each MBS issuer and arrange for the collection of fees incurred and charged from time to time in respect of NHA MBS.

4.7 Verification Functions in Relation to Partial Prepayments and Liquidations to be Performed by the CPTA.

For all MBS issuer's monthly accounting reports produced for all MBS pools types involving prepayment and liquidation, as outlined in the MBS Guide, the CPTA shall, in its capacity as CPTA and subject to system limitation and editing criteria as agreed upon by CMHC and the CPTA, during the term if this CPTA Agreement and any renewal thereof, verify the accuracy of all information relevant in determining moneys paid including the accuracy of the following:

- (a) Liquidations with a penalty amount paid through to investors:

The CPTA shall verify that the penalty amount paid to investors equals at least three (3) months interest or is in accord with the information circular.

- (b) Liquidations without a penalty amount

The CPTA shall verify that the reason for not paying a penalty on a liquidation is clearly indicated on the monthly accounting report, and the CPTA shall ensure that this reason for not paying a penalty is clearly stated in the MBS pool information circular.

- (c) Partial prepayments

The CPTA shall verify that the reason for not paying a penalty on a partial prepayment is clearly stated in the pool information circular.

When the CPTA is unable to verify what is required in (a), (b) and (c) above from what is reported by the MBS issuer, the CPTA shall notify the MBS issuer of the discrepancies by the 6th working day of the month following the reporting period, and ask for the corrected information, if applicable, to be provided to the CPTA by the 10th working day of that month. A status report in a format to be prescribed by the Corporation shall be provided to the Corporation by the 12th working day of the month. The CPTA shall ensure that the corrected information is accurately reported in the next CMHC accounting report. The timing of notification and reporting may be amended by mutual agreement of the parties.

4.8 Administration of Payments to Registered Owners of MBS.

In relation to the administration of payments to the registered owner(s) of NHA MBS certificates, the CPTA shall, in its capacity as CPTA, during the term of this CPTA Agreement and any renewal thereof perform the following:

- (a) prepare the payments by cheque or electronic funds transfer and associated remittance advice, including advice of early maturity to the registered owners;
- (b) offer the option of cheque or electronic automated transfer of funds to the registered owners;
- (c) provide a conversion option to US currency for those registered owners who wish to receive their payments in US funds;
- (d) calculate the monthly payment due to the registered owners of the NHA MBS certificates and due to government for withholding tax, when applicable to any payment due to a registered owner of NHA MBS certificates;
- (e) consolidate payments and remittance advices to a registered owner who has interests in more than one pool;
- (f) distribute all payments and remittance advices to registered owners of NHA MBA certificates by the Payment Date and deliver electronic transfer data adequately in advance of the Payment Date to ensure timely receipt by registered owners;
- (g) remit to the appropriate government any taxes withheld from a payment to a registered owner;
- (h) remit, file with the appropriate government authorities and distribute as required all reports required under federal and provincial income tax legislation;
- (i) maintain an information system that is capable of providing, on a pool by pool basis, data on the outstanding aggregate mortgage balances of the pools and of the related securities, together with data on a monthly basis of the transactions of that month; and
- (j) maintain the necessary records, accounts etc. to accommodate pool maturity.

4.9 Provision of Information to/on behalf of CMHC

In relation to the provision of information to/on behalf of the Corporation, the CPTA shall, during the term of this CPTA Agreement and any renewal thereof perform the following:

- (a) transmit electronically to the Corporation between midnight and 5:00 a.m. on the 6th business day of each month, a copy of the accounting reports of the previous month; deliver the hard copy to the Corporation by the 8th business day along with maturing principal edit report and report on early maturing pools;

- (b) at the request of the Corporation be able to provide a report to the Corporation on the volume of transfer activity for the previous month;
- (c) notify the Corporation immediately of any failure on the part of a MBS issuer to provide reports as required or provide or make available funds for payment to the owners;
- (d) provide such information as the Corporation may request related to the demographics of the owners;
- (e) provide to the Corporation as may be requested a reconciliation of issued and un-issued certificates;
- (f) provide to the Corporation as may be requested a report of unredeemed certificates and pool funds held in trust;
- (g) provide to the Corporation monthly a report on overrides of edits as specified in Schedule B - Schedule of Edits;
- (h) provide for a Delayed Certificate Inventory, receipts, replacement MBS and reports thereon;
- (i) provide such other information and/or adhoc reports to CMHC upon request.

The timing of notification and reporting may be amended by mutual agreement of the parties.

4.10 Maintenance of the Secondary Market

In relation to the secondary market, the CPTA shall calculate, consolidate and disseminate to CMHC and the investment community, NHA MBS pool information, in the format specified in Schedule C - Data Forms and such other information as may be required from time to time by the Corporation.

The CPTA shall make available in electronic form to interested industry parties the information as specified in Schedule C - Data Forms at a cost to be negotiated between the CPTA and the interested parties. The CPTA shall not withhold access to this information nor cease to provide this information without reasonable cause.

4.11 Obligation for Fees

The CPTA agrees that, except where specifically provided in Schedule A - Fee Schedule to this CPTA Agreement, the payment of the fees for the services rendered by the CPTA shall be the obligation of the MBS issuer or the registered owner of the NHA MBS certificate on behalf of whom or for the benefit of whom the service was rendered by the CPTA. The CPTA further agrees that the Corporation shall not be liable for, nor shall the CPTA make demand against the Corporation in respect of, any fees for any service rendered by the CPTA to any MBS issuer in respect of any issue or to any owner of an NHA MBS certificate except where the Corporation has

given written notice to the CPTA that it has assumed the obligations of an MBS issuer to make payments for the services rendered by the CPTA on behalf of or for the benefit of the MBS issuer in respect of such issues as may be specified in the notice and for such period of time as may be specified in the said notice.

4.12 Application of Fees

The CPTA agrees that the fees set out in Schedule A - Fee Schedule shall be the fees that the CPTA shall apply to all services rendered by the CPTA to the Corporation and to all issuers in respect of all issues of NHA MBS and to all owners of NHA MBS certificates. Without limiting the generality of the forgoing, the CPTA shall not charge, collect or accept any additional fee for the said services and shall not offer any discount or rebate without CMHC's consent, or charge, collect or accept any premium, surcharge or penalty for the said services from any MBS issuer in respect of any issue of NHA MBS or from any owner of an NHA MBS certificate.

4.13 Independent Contractor

This CPTA Agreement is not intended to be and shall not be treated as anything other than a general central payor and transfer agent agreement relating to the conduct and operation of the business of the Corporation, with the rights of the parties hereto being none other than the rights ascribed to them hereunder. The CPTA shall act as an independent CPTA for the purposes of the CPTA Agreement. It and its employees, officers, agents and CPTAs are not engaged as employees of the Corporation. The CPTA agrees to so advise its employees, officers, agents and service providers. Without limiting the generality of the foregoing, the CPTA shall retain complete control of and accountability for its employees, agents and any approved service providers. The CPTA shall prepare and process the payroll for its employees directly, and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. Without limitation, this CPTA Agreement (and the corresponding relationship between CMHC and the CPTA provided for hereby) is not a general partnership, limited partnership, joint venture, syndicate, association, corporation, company or joint stock company nor shall the CPTA be deemed or construed to be a general agent of CMHC except as the powers of the CPTA are specifically provided herein.

5. CONFIDENTIALITY OF MATERIALS

In this Section 5, the following terms shall have the following meanings:

“Confidential Information” means all information, data, files, systems, software, processes, methodologies, protocols, documentation and other materials communicated to the CPTA or to which the CPTA has access relating to or arising in connection with any services being provided by the CPTA, whether oral, written or in any other form whatsoever. Without limiting the generality of the foregoing, this includes Mortgagor or Investor Information and Personal Information. “Confidential Information” shall not include information which is (i) publicly known or becomes publicly known through no unauthorized act of a person bound by a confidentiality agreement, (ii) rightfully received from a third party on a non-confidential basis, or (iii) independently developed by the CPTA without use of the Confidential Information so long as such independent development can be clearly documented and verified.

“Mortgagor or Investor Information” means any information that individually identifies a mortgagor or NHA MBS investor or the particulars of their mortgage loans or investments, all pool arrears information, any document provided to the CPTA by CMHC that has been marked by the word “Confidential” and all information relating to the affairs of CMHC of which it acquires knowledge as a result of its engagement hereunder as a CPTA.

“Personal Information” means information about an identifiable individual or other information managed, accessed, collected, used, disclosed, retained, received, or disposed of in relation to the provision of the CPTA Services that is subject to any Canadian privacy laws.

5.1 Confidentiality and Non-Disclosure of CMHC Information

- (a) The CPTA understands the sensitive nature of the Confidential Information and, unless otherwise specifically agreed to in writing by the Corporation and, agrees to treat all the Confidential Information as proprietary, confidential and sensitive, and to protect and maintain the confidentiality of the Confidential Information in a manner no less stringent than the CPTA uses to protect its own similar confidential information, which in any event shall not be less than a reasonable degree of care, during the term and following termination of this CPTA Agreement.
- (b) The CPTA and its employees shall not use the Confidential Information for any purpose other than to perform the CPTA Services.
- (c) The CPTA shall take all necessary precautions to restrict access to the Confidential Information.
- (d) The CPTA further agrees to restrict access to the Confidential Information to those persons who have a need to know this information in order to perform the CPTA Services and who are bound by an obligation of confidentiality in form and substance satisfactory to the Corporation that is as strict as that contained in this CPTA Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to granting any such access.
- (e) In the event that the CPTA experiences a breach of confidentiality with respect to the Confidential Information, the CPTA will immediately notify the Corporation and co-operate with the Corporation to the extent required to remedy the breach.
- (f) The CPTA further acknowledges and understands that the Corporation considers all the Confidential Information to be under its custody and control at all times, and that all Confidential Information is subject to federal laws on privacy and access to information. The CPTA and its employees shall comply with all requirements of any and all privacy or access to information legislation applicable to it under Applicable Law, including, without limitation, the *Privacy Act* (Canada) and the *Personal Information Protection and Electronic Documents Act* (Canada), and the use of any “personal information” (as defined in such Acts) that it may obtain under or in connection with the NHA MBS Program.

- (g) The CPTA shall, at all times, ensure to transmit information between the CPTA and the Corporation through secure means of transmission.
- (h) When the Confidential Information is stored, the CPTA and its employees will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule G - Privacy and Security Requirements attached hereto. The CPTA will also implement information management and governance tools and controls, as further described in Schedule G. The CPTA shall ensure that the requirements of Schedule G will be binding on any approved third party to whom the CPTA outsources any of its IT or information management functions or who is managing such functions on behalf of the CPTA.
- (i) The CPTA shall execute any further actions to enhance the security controls as may be reasonably required by the Corporation, including modifying and making alterations or additions to its security data and confidentiality protections and policies.
- (j) The CPTA shall conduct regular security assessments to ensure safeguards are working effectively.
- (k) The CPTA shall ensure all the Confidential Information is encrypted while in transit and at rest at a minimum 128 bit encryption throughout the term of this CPTA Agreement or as otherwise specified by the Corporation from time to time.
- (l) Any the Confidential Information provided to the CPTA in the performance of the CPTA Services shall be returned, uncopied to the Corporation or destroyed by the CPTA immediately following the termination of this CPTA Agreement or upon the request of the Corporation. A receipt signed by an authorized officer of the Corporation shall be a valid discharge to the CPTA. For documents not returned to the Corporation, the CPTA shall proceed to the destruction of such documents in accordance with instruction by the Corporation, acting reasonably. The CPTA shall provide specific proof of the destruction. Notwithstanding the foregoing, the CPTA shall be permitted to maintain copies of such documentation as it reasonably requires to comply with Applicable Law, provided that such retained documentation shall at all times remain subject to the other provisions of this CPTA Agreement.
- (m) The CPTA shall not, and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the CPTA Services shall not, release, share or otherwise divulge the Confidential Information to any other entity including subsidiaries, branch offices, partners of the CPTA or subcontractors without the prior written consent of the Corporation.
- (n) The CPTA may disclose the Confidential Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena,

warrant or other legal compulsion lawfully made by a court or other competent authority. When the CPTA discovers that it may potentially be required to disclose the Confidential Information for the reasons described in the immediately foregoing sentence, the CPTA shall: (a) notify the Corporation promptly so that the Corporation has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for the Corporation to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

- (o) Employees of the CPTA may be required to undergo a criminal records check or hold a valid personnel security screening at the level of “Enhanced Reliability” prior to commencement of any CPTA Services and must provide the results of the check to the Corporation’s corporate security department. The Corporation reserves the right to disallow any person to carry out work under the CPA Agreement on the basis of the results of the criminal records check/security clearance. Each of the CPTA’s proposed staff, who do not hold a valid clearance, will be required to complete a “Security Clearance Form” (67934) upon request from the Corporation.

5.2 Information Security Requirements

- (a) The CPTA shall, at all times, ensure to transmit information between the CPTA and the Corporation through secure means of transmission. In addition, when the Confidential Information, including Personal Information, is stored, the CPTA will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in Schedule G to this CPTA Agreement. The CPTA will also implement information management and governance tools and controls, as further described in Schedule G. The requirements of Schedule G will be binding on any third party to whom the CPTA outsources any of its IT or information management functions or who is managing such functions on behalf of the CPTA.
- (b) The CPTA represents and warrants that it has the controls in place to meet Protected B data (as defined in Schedule G) safeguards based on ISO27001:2013, ITSG-33 or equivalent security framework.
- (c) The CPTA shall conduct regular security assessments, at a minimum on a yearly basis, to ensure safeguards are working effectively (e.g. Threat and Risk Assessments, Vulnerability Assessments, etc.). Upon request from the Corporation, the CPTA shall provide proof that such assessments have been conducted.
- (d) The CPTA shall ensure that the Confidential Information shall remain in Canada and be accessed from/within Canada.

5.3 Privacy

The CPTA acknowledges and agrees that all Personal Information collected or accessible to the CPTA in the course of providing the CPTA Services constitutes Confidential Information of the Corporation to which the provisions of Section 5.1 apply, except to the extent such provisions are inconsistent with this Section 5.3, which prevails with respect to Personal Information. In addition to the foregoing obligations, the CPTA will:

- (a) within five (5) business days from any request by the Corporation, the CPTA will update, correct or delete Personal Information or modify the individual's choices with respect to the permitted use by the Corporation of such Personal Information;
- (b) if the CPTA receives a request for access to Personal Information that is under the possession or control of the CPTA, it will immediately refer such request to the Corporation, and respond to any such request only by making reference to such referral. If the Corporation is required by any Canadian privacy laws to provide Personal Information to an individual that is in the CPTA's possession or control, the CPTA shall provide such Personal Information to the Corporation as requested by the Corporation, on or before the deadlines specified by the Corporation such that the Corporation can comply with any deadlines applicable to it under such Canadian privacy laws;
- (c) if not legally prohibited from doing so, notify the Corporation of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by any governmental or regulatory authority for the disclosure of Personal Information, and, to the maximum extent permitted by Applicable Law, reasonably cooperate with the Corporation in the event of efforts by the Corporation to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;
- (d) immediately notify the Corporation if the CPTA receives notice from any governmental or regulatory authority alleging that the Corporation or the CPTA has failed to comply with Canadian privacy laws in connection with the performance of this CPTA Agreement, or if the CPTA otherwise becomes aware and reasonably believes that the CPTA or the Corporation may have failed or may in the future fail to comply with Canadian privacy laws in connection with the performance of this CPTA Agreement;
- (e) at the Corporation's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to the Corporation or Personal Information;
- (f) provide reasonable assistance to the Corporation in responding to and addressing any complaint relating to the handling of Personal Information in the course of the performance of the CPTA Services; and
- (g) upon written request by the Corporation, provide the Corporation with an updated list of all CPTA personnel that have handled Personal Information.

5.4 Privacy Breach Notification

- (a) Without limiting the generality of Section 5.1(f), upon becoming aware of the occurrence of any security breach or privacy breach, the CPTA will do the following, subject to Applicable Law:
 - (i) immediately, but in any event not later than two (2) business days from the date the CPTA becomes aware of the occurrence of such security breach or privacy breach, notify the Corporation by telephone and in writing;
 - (ii) take all steps necessary to enforce against any Person that is or may be engaging in such unauthorized handling any rights that the CPTA has to require such person to comply with any obligation of confidence to the CPTA and to cease such unauthorized activities;
 - (iii) do all things, execute all documents and give all assistance reasonably required by the Corporation to enable the Corporation to enforce against any Person that is or may be engaging in such unauthorized handling any rights that the Corporation has to require such person to comply with any obligation of confidence to the Corporation and to cease such unauthorized activities; and
 - (iv) if the security breach involves Personal Information, then, if requested by the Corporation, reasonably cooperate with and assist the Corporation in any communication with the media, any affected persons (by press release, telephone, letter, call centre, website or any other method of communication) and any governmental or regulatory authorities to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by the Corporation. To the extent such communications refer to the CPTA, the content and method of such communications will also be determined by CPTA.
- (a) Additionally, the CPTA shall assist the Corporation in mitigating any potential damage and take such steps as are directed by the Corporation to assist in the investigation, mitigation and remediation of each such security breach.
- (b) As soon as reasonably practicable after any such security breach, the CPTA shall conduct a root cause analysis and, upon request, will share summaries of the results of its analysis and its remediation plan with the Corporation. The CPTA shall provide updated information to the Corporation should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

5.5 Access to Information

- (a) The CPTA acknowledges that the *Access to Information Act* applies to the Corporation and may require the disclosure of information. The parties to this CPTA Agreement will comply with the provisions of the *Access to Information Act*, including in connection with a request under the *Access to Information Act* by a third party for access to information (“**Access to Information Act Request**”).
- (b) If an Access to Information Act Request is made to the CPTA (rather than to the Corporation) for access to any the Confidential Information, the CPTA shall: (i) not communicate with or respond to the person making the Access to Information Act Request, except as directed by the Corporation in writing; (ii) promptly, but in any event within seven (7) days (or such other period of time as may be agreed by the Parties) of the receipt of such Access to Information Act Request, forward that Access to Information Act Request to the Guarantor; and (iii) without detracting from the Corporation’s responsibilities and CPTA’s rights under the *Access to Information Act*, reasonably cooperate with the Corporation as necessary to enable the Corporation to respond to each Access to Information Act Request or otherwise comply with the *Access to Information Act*.

5.6 Retention of the Confidential Materials After Expiry

The CPTA and its employees or agents will treat as confidential during, as well as, after expiry of the CPTA Agreement, all Mortgagor or Investor Information. All Mortgagor or Investor Information shall be retained by the CPTA for at least seven (7) years after the maturity of any MBS pool to which it relates.

6. INTELLECTUAL PROPERTY

In this Section 6, the following terms shall have the following meanings:

“**CMHC Material**” means the systems, programs, and software, templated forms, processes, methodologies, reports, evaluations, manuals, algorithms, analyses and protocols which are not CPTA Material or CPTA Modifications and which are owned or originated by or for the Corporation;

“CPTA Material” means the systems, programs, and software, templated forms, processes, methodologies, reports, evaluations, manuals, algorithms, analyses and protocols, provided by the CPTA for use in the provision of the CPTA Services which are owned, supplied, adapted or originated by the CPTA (i) prior to the earlier of (1) the entering into this CPTA Agreement, (2) the provision by the CPTA of the CPTA Services to CMHC, and (3) the disclosure to the CPTA by the Corporation of any information respecting the NHA MBS Program; or (ii) the purposes of its other business activities that are not related to the provision of the CPTA Services;

“**CPTA Modifications**” means systems, programs, software, processes, methodologies or protocols and any and all improvements, enhancements or modifications to the CPTA Material and any manuals specifically related thereto, which are developed, prepared, conceived, made or

suggested by or for the CPTA at the CPTA's cost to enable the CPTA to provide the CPTA Services, including all such developments as are originated or conceived during the provision of the CPTA Services but are not completed or reduced to writing thereafter;

“Work Product” means any and all analyses, evaluations, reports, memoranda, letters and notices which are developed, prepared, conceived, made or suggested by any Person other than the CPTA or the Corporation to enable the CPTA to provide the CPTA Services, including all such developments as are originated or conceived during the provision of the CPTA Services but are completed or reduced to writing thereafter, but specifically excluding CPTA Material, CPTA Modifications and CMHC Material.

6.1 Ownership of CPTA Material

- (a) Material Owned by CPTA. The CPTA Material and the CPTA Modifications including the intellectual property rights therein will be and will remain the exclusive property of the CPTA. To the extent any CPTA Material or CPTA Modifications are required by the Corporation in order to access information, data, files and reports of the Corporation, if the CPTA fails to provide any such information, data, files or reports in a timely manner, or upon a Event of Default, then the CPTA hereby grants to the Corporation a non-exclusive license, royalty free, irrevocable to use such CPTA Material and/or CPTA Modifications during the term of this CPTA Agreement for the sole purpose of the provision of the CPTA Services.
- (b) Material Owned by the Corporation. The Corporation's Material will be and will remain the exclusive property of the Corporation. To the extent any Corporation Material is required by the CPTA to enable it to perform the CPTA Services, the Corporation hereby grants the CPTA a non-exclusive licence to use the Corporation's Material during the term of this CPTA Agreement, for the sole purpose of provision of the CPTA Services.
- (c) Information. Any and all information, data, files and reports provided under or in connection with the NHA MBS Program, which were not produced principally for another purpose, regardless of the media, which have been communicated to or learned by the CPTA in connection with the provision by the CPTA of the CPTA Services (the **“Learned Information”**) will be and remain the exclusive property of the Corporation.

- 6.2 Third Party Work Product. Work Product will be the exclusive property of the Person who provides such Work Product to or for the Corporation, provided, as reasonably determined by the CPTA, the CPTA shall cause such Person to enter into an agreement with the Corporation containing provisions of like tenor and effect as contained in this Section 6, including, but not limited to (i) granting the Corporation the perpetual, irrevocable right to use such Work Product free of charge, (ii) providing copies of any materials to the Corporation upon written request of the Corporation, (iii) agreeing that any CMHC Material and any improvements, enhancements, summaries or modifications thereof set forth in the Work Product

will be and remain the exclusive property of the Corporation and shall be deemed to be CMHC Material, and (iv) assigning any improvements, enhancements, summaries and modifications of CMHC Material to the Corporation.

- 6.3 Use of Materials. To the extent requested by the Corporation, and to the extent that the CPTA does not incur significant costs in relation thereto, the CPTA shall use, exclusively, forms, processes, methods, programs, software and manuals provided and/or mandated (providing the mandated form, process, method, program, software and/or manual is available) by the Corporation, to the extent that it does not materially adversely affect the provision of CPTA Services.
- 6.4 Confidentiality. It is understood and agreed that any and all of the templated forms, ideas, processes, methods, programs, software and manuals and any improvements, enhancements or modifications thereof and thereto and any other material and all oral, written or documentary information, if any, provided by and/or belonging to the Corporation, regardless of its medium, designated as confidential, is disclosed in circumstances of confidence or would be understood by the CPTA or any Person providing Work Product, exercising reasonable business judgment, to be confidential and includes information which is obtained by performing the CPTA Services or by developing Work Product, and information which is derived or prepared using any of the foregoing, shall constitute Confidential Information within the meaning of this CPTA Agreement and, in particular, within the meaning of Section 5.
- 6.5 Return of Material Upon Termination. Upon termination of this CPTA Agreement or where the current CPTA no longer acts as CPTA, the CPTA shall forthwith deliver over to the Corporation or the replacement CPTA, as directed by the Corporation, all copies of all CMHC Material which are in the possession or under the control of the CPTA, and the Corporation shall forthwith deliver to the CPTA, all copies of all CPTA Material and CPTA Modifications which are in the possession or control of the Corporation.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 Representations of the Corporation. The Corporation represents and warrants to the CPTA that the execution, delivery and performance by the Corporation of this CPTA Agreement are within the powers of the Corporation and have been duly authorized by all necessary action on the part of the Corporation and do not contravene Applicable Law or any contractual restriction binding on or affecting the Corporation.
- 7.2 Representations of the CPTA. The CPTA represents and warrants to the Corporation that:
- (a) its employees are knowledgeable in, and possess the requisite skills and experience to perform, the administration of cash flows and the obligations and duties of the CPTA hereunder, including the CPTA Services listed in Section 4, which CPTA

Services will be performed in a professional manner and in accordance with accepted industry standards;

- (b) it is a company or an affiliate of a financial institution with a net worth in excess of \$100,000,000 determined in accordance with International Financial Reporting Standards (“IFRS”), during the term of this CPTA Agreement and for the purposes of this CPTA Agreement, it maintains a long-term committed line of credit with a Schedule I Bank under the *Bank Act* (Canada) the available amount of at least \$ 350,000,000;
- (c) it maintains a professional liability insurance policy and a financial institution bond to cover the potential risks under this CPTA Agreement and that is reasonably required under normal prudent business practices of a [●] that provides payment agent services and shall disclose the terms and conditions of such coverage upon request from the Corporation, shall provide any document or other material evidencing that the CPTA has complied with such covenant at the request of the Corporation, and shall inform the Corporation of any significant change in such insurance coverage in accordance with Section 13.1 hereof;
- (d) any and all segregated trust/custodial property that it holds in accounts maintained with a third party financial institution are held in segregated trust/custodial accounts of such financial institution; and
- (e) the CPTA makes the additional representations and warranties set out in Schedule E - CPTA Representations and Warranties.

7.3 Survival of Representations and Warranties. The representations and warranties made in this CPTA Agreement and in Schedule E - CPTA Representations and Warranties shall survive the execution of this CPTA Agreement.

8. COVENANTS OF THE CPTA

8.1 Covenants of the CPTA. During the term of this CPTA Agreement, the CPTA hereby covenants that:

- (a) the CPTA shall at all times be a company or an affiliate of a financial institution, with a Net Worth in excess of \$100,000,000 determined in accordance with IFRS and for the purposes of this CPTA Agreement, it shall at all times maintain a long-term committed line of credit with a Schedule I Bank under the *Bank Act* (Canada) the available amount of at least \$350,000,000;
- (b) the CPTA shall hold the segregated trust/custodial property in segregated accounts and shall not commingle its assets therewith;
- (c) the CPTA shall maintain its books and records and those relating to its other clients separate and apart from those of the NHA MBS Program and shall ensure that all records of CMHC that it maintains are maintained in Canada, and the cost of such

maintenance of the records of CMHC (including, without limitation, all costs associated with the acquisition, maintenance, repair and replacement from time to time, as may be required, of any dedicated server) shall be the sole responsibility of the CPTA;

- (d) the CPTA shall not hold itself out as able to bind the Corporation;
- (e) the CPTA shall not cause the Corporation to pay or be liable to pay any fees or compensation to any Person except as is necessary for the Corporation to comply with its obligations under the NHA MBS Program and this CPTA Agreement;
- (f) the CPTA shall at all times hold itself out to the public as separate and distinct from any other Person, including without limitation, the Corporation;
- (g) the CPTA shall at all times ensure that any and all trust/custodial property that it holds in accounts maintained with a third party financial institution shall be held in segregated trust/custodial accounts of such financial institution;
- (h) the CPTA shall at all times maintain the accounts which hold trust custodial property in financial institutions satisfactory to the Corporation and acknowledges that the Corporation has the right to approve the banking institution and require changes when it believes MBS funds may be at increased risk;
- (i) the CPTA shall hold in trust all funds held by it for the payment of the P&I and other amounts owing to investors under their NHA MBS; and
- (j) the CPTA shall at all times maintain insurance coverage, including professional liability insurance, that is reasonably required under normal prudent business practices of a trust company that provides payment agent services, shall disclose the general terms and conditions of such coverage upon request from the Corporation, shall provide any document or other material evidencing that the CPTA has complied with such covenant at the request of the Corporation, and shall inform the Corporation of any significant change in any insurance coverage.
- (k) the CPTA shall not permit any of the CPTA Services to be provided from a jurisdiction other than Canada.

9. **DEFAULT: RIGHTS OF THE CORPORATION**

9.1 **CPTA Events of Default.** For the purposes of this CPTA Agreement, any one or more of the following circumstances, acts, omissions constitute an event of default (hereafter called an “**Event of Default**” and in the plural “**Events of Default**”), namely:

- (a) **Failure to provide Services.** If the CPTA is not capable of providing all the services required to be provided or performed by the CPTA pursuant to this CPTA Agreement;

- (b) Payments. If the CPTA fails to distribute all payments and remittance advices to owners of NHA MBS on the due date thereof;
- (c) Availability of Funds. If the CPTA fails to make available such funds as may be requested by the Corporation pursuant to section 4.6(f) hereof;
- (d) Timely basis. If the CPTA fails to perform on a timely basis any other service required to be performed by the CPTA for the Corporation or in respect of any MBS issuer and any issue and in respect of any owner of a MBS security pursuant to this CPTA Agreement, or if the CPTA is otherwise in default under any of the provisions of this CPTA Agreement;
- (e) Material Adverse Change. There occurs any event or circumstance which has or is likely to have a material adverse effect on the CPTA or its ability to perform its obligations under this CPTA Agreement taken as a whole.
- (f) Mergers. If (i) the CPTA consolidates, merges with, is amalgamated with, or acquires substantially all the assets or liabilities of another Person, (ii) the CPTA disposes of a substantial portion of its assets or liabilities and/or (iii) there is a significant change in the management or control of the CPTA, without the prior written consent of the Corporation.
- (g) Bankruptcy, Insolvency. A receiver is appointed in respect of the undertaking of the CPTA; an order is made, a resolution is passed or proceedings are taken for the winding-up, liquidation or dissolution of the CPTA; the CPTA becomes insolvent or bankrupt or a bankruptcy petition is filed against it; the CPTA makes an assignment for the benefit of its creditors or takes the benefit of any act that may be in force for relief of debtors;
- (h) Net Worth. If the net worth of the CPTA falls below \$100,000,000;
- (i) Representations or Warranties Untrue. The CPTA makes a representation or warranty under this CPTA Agreement, which is considered, in the sole and absolute discretion of the Corporation to be materially incorrect or incomplete when made or deemed to be made and if capable of cure (and if thereby eliminating any adverse effect to the Corporation from the original incorrectness or incompleteness) shall not have been cured within five (5) business days of receipt by the CPTA of written notice thereof from the Corporation; provided that if such incorrectness or incompleteness is capable of cure but cannot be reasonably cured within five (5) business days, no Event of Default shall exist so long as the CPTA is diligently attempting to cure such incorrectness or incompleteness and such incorrectness or incompleteness is cured within ten (10) business days of such notice;
- (j) Provision of NHA MBS Program. CMHC makes a decision to no longer provide or is otherwise precluded from providing the NHA MBS Program;

- (k) Legal Proceedings. Any action, suit or proceeding, at law or in equity, by any person or entity, or any arbitration or other proceeding is adversely affecting or may adversely affect the CPTA's ability to perform its obligations under the CPTA Agreement;
 - (l) Notice. If the CPTA gives reasonable notice to CMHC that it no longer wishes to provide the CPTA Services;
 - (m) Breach of Covenant. The CPTA fails to comply with any other covenant under this CPTA Agreement.
 - (n) Gross Misconduct and Compliance with Applicable Law. The CPTA commits gross misconduct, fraud or fails to comply with any Applicable Law.
 - (o) Cross Default. There occurs a material default by the CPTA in any capacity under any agreement to which it is a party under the NHA MBS Program or the CMHCCanada Mortgage Bonds Program.
- 9.2 Rights upon an Event of Default. If an Event of Default has occurred and is not cured as prescribed herein, the Corporation shall have, at its sole election, the right to make any one or more of the following actions:
- (a) Terminate this CPTA Agreement upon delivery of notice thereof to the CPTA; and/or
 - (b) Bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this CPTA Agreement; and/or
 - (c) Bring any action at law or in equity as may be necessary or desirable in order to recover damages; or
 - (d) Waive such default by notice in writing.
- 9.3 CMHC Right to Remedy. In any Event of Default shall occur which is capable of being remedied, and if the default is not remedied to the satisfaction of the Corporation within ten (10) days of receipt by the CPTA of notice thereof, the Corporation may take such steps to do or cause to be done such things as may be necessary to remedy or alleviate the effects of such default including, without limiting the generality of the foregoing, payments to third parties and the engagement of another CPTA and may thereupon charge the total costs and expenses incurred in taking such steps to the CPTA, which shall pay the same forthwith.

The CPTA acknowledges and agrees that (i) it shall be responsible for all costs, fines, damages and expenses resulting from a breach of its obligations under any of Sections 5.1 to 5.5 but only to the extent that such breach is attributable to the

negligence and/or wilful misconduct of the CPTA; (ii) monetary damage will not be adequate if the CPTA breaches any of Sections 5.1 to 5.5 and that the Corporation shall be entitled to seek injunctive or other affirmative relief or to terminate this CPTA Agreement, or both, without such constituting an election of remedies, the Corporation being entitled to each and every remedy available under this CPTA Agreement, at law and in equity for a breach of any of Sections 5.1 to 5.5 by the CPTA; and (iii) all Confidential Information is and shall at all times remain the property of the Corporation.

9.4 Remedies Cumulative. The rights and remedies of the Corporation under this CPTA Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Corporation of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect, or prejudice any other right or remedy to which the Corporation may be lawfully entitled for same default or breach. Any waiver by the Corporation of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, any indulgence granted by the Corporation shall be deemed not to be a waiver of any subsequent default.

9.5 Termination of NHA MBS Program. Despite termination of the NHA MBS Program, the Corporation and the CPTA agree that at all times when NHA MBS certificates are outstanding, there shall be a CPTA hereunder and that the CPTA shall be a bank or trust company organized and doing business under the laws of Canada, in good standing and provided that CMHC, at its sole election, may require the CPTA to continue to provide the CPTA Services pursuant to this CPTA Agreement or appoint another CPTA or act as CPTA until no NHA MBS certificates remain outstanding.

10. **STANDARD OF CARE, LIMITATION OF LIABILITY AND RELATED MATTERS**

10.1 Standard of Care. The CPTA shall exercise its powers and carry out its obligation hereunder as CPTA honestly, in good faith and shall exercise that degree of care, diligence and skill that a reasonable prudent transfer and payment agent would exercise in the circumstances.

10.2 Limitation of Liability of the CPTA.

- (a) The CPTA agrees that CMHC shall not be liable for any injury or damage (including death) to the person of any officer, employee or agent of the CPTA or for loss of or damage to the property of the CPTA or its officers, employees or agents in any manner based upon, occasioned by or in any way attributable to operations, acts or omissions under or in connection with this CPTA Agreement unless the injury, loss or damage is caused by the negligence of an officer or employee of CMHC while acting within the scope of his employment.

- (b) Indemnification by the CPTA. The CPTA agrees that it shall at all times indemnify and save harmless CMHC and each of the directors, officers, employees and agents, or any of them, from and against all claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the CPTA, its officers, employees, or agents in connection with this CPTA Agreement or with the operations, performed, purportedly performed or required to be performed by the CPTA under this CPTA Agreement.
- (c) Indemnification by the Corporation. CMHC agrees that is shall at all times indemnify and save harmless the CPTA and each of directors, officers, employees and agents, or any of them, from and against all claims, demands, losses, costs, expenses, damages, actions, suits, or other proceedings by MBS issuers and investors in NHA MBS made, sustained, brought, or prosecuted in any manner based upon, occasioned by or attributable to any specific written direction by CMHC, its officers, employees, or agents regarding what is required to be performed and how it is to be performed in connection with this CPTA Agreement, MBS Program Guide and the operations, performed, purportedly performed or required to be performed by the CPTA under this CPTA Agreement.
- (d) Anti-money laundering or anti-terrorist legislation. During the term of this CPTA Agreement, the parties recognize that if any issues were raised in respect of anti-money laundering or anti-terrorist legislation which would affect the provision of the CPTA Services, the parties would work together in order to reach a reasonable solution acceptable to both parties.
- (e) Notice. Each indemnified party shall give prompt notice to each other of any action commenced against it in respect of which indemnity maybe sought under this CPTA Agreement but failure to so notify any indemnifying party shall not relieve it from any liability which it may have otherwise than on account of this indemnity. An indemnifying party may participate at its own expense in the defence of such action. If it so elects within a reasonable time after receipt of such notice, an indemnifying party may assume the defence of such action with legal advisors chosen by it and approved by the indemnified party defendant in such action, unless such indemnified party reasonably objects to such assumption on the ground that there may be legal defences available to it which are different from or in addition to those available to such indemnifying party, but an indemnifying party may not settle any action commenced against an indemnified party without the written consent of the indemnified party. In order to be entitled to an indemnity with respect to a claim hereunder, an indemnified party will not, without the prior written consent of the indemnifying party, settle or compromise or consent to the entry of any judgment with respect to such pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnifying party is an actual or potential party to such claim or action). If an indemnifying party assumes the defence of any such

action, the indemnifying party shall not be liable for any fees or expenses of the legal advisors of the indemnified party incurred thereafter in connection with such action. In no event shall the indemnifying party be liable for the fees and expenses or more than one legal advisor for the indemnified party in connection with any one action or separate but similar or related actions arising out of the same general allegations or circumstances.

11. **TRANSFER OF CPTA RESPONSIBILITIES**

11.1 No transfers. Except as provided herein, the CPTA Services set out in this CPTA Agreement or any interest or obligation herein, may not be sub-contracted, delegated, transferred or assigned, in whole or in part, without the written consent of each party hereto.

11.2 Transferring CPTA Responsibilities. In a transfer of the CPTA Services, the CPTA shall maintain responsibilities for the care and control of all the documents held until the time of their release to a substitute CPTA.

12. **TERMINATION**

(a) This CPTA Agreement may be immediately terminated by the Corporation by notice in writing to the CPTA if:

- (i) the CPTA ceases to have the power and authority pursuant to Applicable Law or any other relevant law to provide the services hereunder;
- (ii) the CPTA fails to meet the financial criteria set forth in this CPTA Agreement;
- (iii) the CPTA shall cease to carry on business, become bankrupt or insolvent, resolve to wind up or liquidate or if a receiver of any of the assets of the other party is appointed;
- (iv) an Event of Default occurs; or
- (v) the CPTA shall commit any other material breach of the provisions hereof and shall not have remedied such breach within ten (10) business days after written notice requiring the same to be remedied;

provided, however, that rights already accrued at the time of termination of this CPTA Agreement shall not be affected by such termination.

(b) This CPTA Agreement shall terminate, subject to the prior written approval of the Corporation, and on such terms and conditions as the Corporation may require on mutual consent of the Corporation and CPTA;

- (c) In addition to and not in substitution for the obligations set out in Section 4, upon termination of this CPTA Agreement, the CPTA shall forthwith deliver to the Corporation:
- (i) to the extent that it maintains records in electronic format, electronic versions of all such records not previously delivered prior to such termination in a format and version that would be reasonably accessible by a substitute CPTA whose normal business is similar to that of the retiring CPTA;
 - (ii) all records, documents and books of account of, or relating to the Corporation; and all materials and supplies for which the CPTA has been paid by the Corporation;

which are in the possession or control of the CPTA and relate directly or indirectly to the performance by the CPTA of its obligations under this CPTA Agreement provided, however, that the CPTA may retain notarial or other copies of such records, documents and books of account and the Corporation shall provide at its head office the originals of such records, documents and books of account whenever required to do so by the CPTA for the purpose of legal proceedings or dealings with any governmental or regulatory authorities.

The CPTA agrees that upon termination of this CPTA Agreement and so long as the Corporation is diligently seeking a successor CPTA, it will continue to perform the CPTA Services set out in this CPTA Agreement until a successor central paying agent possessing the necessary qualifications required to act as CPTA has been approved by the Corporation and has entered into a CPTA Agreement with the Corporation, but in no event shall the CPTA be required to perform the CPTA Services for more than one hundred and eighty (180) days after the termination of this CPTA Agreement.

13. MISCELLANEOUS

- 13.1 Notices. Unless otherwise specified herein, all notices, requests, demands or other communications to or upon the respective parties hereto shall be in writing and shall be deemed to have been given (i) in the case of notice sent by e-mail, when receipt is confirmed upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), except that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient; (ii) in the case of notice by letter, the earlier of when delivered to the addressee by hand or courier if delivered on a business day and, if not delivered on a business day, the first business day thereafter or on the third business day after depositing the same in the mails, registered or

certified mail, postage prepaid, return receipt requested, and (iii) in the case of notice by facsimile, when receipt is confirmed if delivered on a business day and, if not delivered on a business day, the first business day thereafter, in each case if the addressed to any of the parties listed below at its address set forth below or, in the case of any such party, at such other address as such party may from time to time designate by written notice to the other party:

In the case of CMHC:

Canada Mortgage and Housing Corporation
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Attention: Vice President, Capital Markets
Fax: 613-748-4865
e-mail: securitization@cmhc-schl.gc.ca

Attention: Director, Securitization Operations
Fax: 416-218-3312
e-mail: securitization@cmhc-schl.gc.ca

with a copy to:

Canada Mortgage and Housing Corporation
70 York Street, Suite 1100, Toronto, Ontario, M5J 1S9

Attention: Director, Securitization Operations
Fax: 416-218-3312
e-mail: securitization@cmhc-schl.gc.ca

In the case of the CPTA:

[•]

Attention: [•]
Fax: [•]
e-mail: [•]

And attention: [•]

Fax: [•]
email: [•]

- 13.2 Waiver of Notice. In any case where notice by mail or otherwise is provided herein, such notice may be waived by the other party entitled to receive such notice, either before or after the event.
- 13.3 Applicable Law. This CPTA Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada, applicable therein, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.
- 13.4 Severability. If any term or provision of this CPTA Agreement, or the application of such term or provision to any person or circumstances, shall be held invalid or unenforceable, the remainder of this CPTA Agreement and the application of such term or provision to person or circumstances other than those to which it is held invalid shall not be affected thereby.
- 13.5 Successors and Assigns. This CPTA Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their permitted successors and assigns. The CPTA Agreement shall not be assigned in whole or in part by the CPTA without the prior written consent of the Corporation, which may be withheld for any reason.
- 13.6 Number and Gender. Where appropriate, the singular number used herein shall be interpreted as the plural, and the masculine gender shall be interpreted as either the feminine or neuter gender.
- 13.7 Headings. The headings in this CPTA Agreement are inserted for convenience only are in no way intended to define, limit or otherwise describe the scope or intent of any of the provisions of this CPTA Agreement.
- 13.8 Reference to Agreement. In this CPTA Agreement, the words, “hereof”, “hereunder”, “herein” and words of similar effect refer to this CPTA Agreement.
- 13.9 Conflict of Interest. The CPTA acknowledges and agrees:
- (a) It shall and shall cause its principals, employees, agents and any approved delegates to avoid any real, potential or apparent conflict of interest during the term of this CPTA Agreement and shall declare any real, potential or apparent conflict of interest to the Corporation immediately upon becoming aware of the conflict. The CPTA shall, upon direction of the Corporation, take steps to eliminate any conflict, potential conflict or perception that a conflict of interest exists.
 - (b) In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of the Corporation, the Corporation shall have the right to immediately terminate this CPTA Agreement. All Work Product that has been completed at the date of termination shall be forwarded to the Corporation.

- (c) Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act* (Canada) in order to derive a direct benefit from any agreement which may arise from this request for proposal.
- 13.10 Corporation Identification. The CPTA agrees that it will make no use whatsoever of the Corporation's name, logo or initials without the express written consent of CMHC.
- 13.11 Official Languages. The CPTA acknowledges and understands that the Corporation is governed by the *Official Languages Act* (Canada) and follows related Treasury Board policies. The CPTA agrees that it will co-operate with the Corporation to take any measures necessary to ensure compliance with such Act. The CPTA further understands and agrees to provide all information, materials and services in relation to this CPTA Agreement in English or French, whichever is the preference of the Person or organization requesting the information, materials or services, where a request for such information, materials or services in English or French is made to the CPTA. The CPTA must ensure that there is sufficient capacity to provide services that are comparable in terms of quality and timeliness in both official languages.
- 13.12 Documents Comprising the CPTA Agreement. The documents which comprise the entire agreement between the parties with respect to this matter consist of the following:
- (i) this form of CPTA Agreement ; and
- the Schedules to this CPTA Agreement, In the event of a conflict between them, the CPTA Agreement documents shall have precedence among themselves in the order as listed above. The present schedules to this CPTA Agreement are:
- Schedule A - Fee Schedule
Schedule B - Schedule of Edits
Schedule C - Data forms to be provided to the Industry
Schedule D - NHA MBS Program Guide
Schedule E - CPTA Representations and Warranties
Schedule F - Performance Measures
Schedule G - Privacy and Security Requirements
- Schedule B, Schedule C, Schedule D and Schedule G may be amended from time to time by CMHC without the need for a formal amendment to this CPTA Agreement, provided that reasonable notice shall be given by CMHC to the CPTA.
- 13.13 Scope of Agreement. This CPTA Agreement contains all of the agreements of the parties hereto and no other representations or warranties, verbal or otherwise, exist between the parties with respect to the subject matter herein.

- 13.14 Amendments. This CPTA Agreement may be amended from time to time with the mutual consent of the Corporation and the CPTA and such amendment shall be in writing and signed by both parties hereto before the same shall be effective. This CPTA Agreement supersedes any prior agreements between the parties hereto with respect to the provision of the management and distribution services described herein. The parties agree that they shall make any amendments to this CPTA Agreement required from time to time in order to comply with Applicable Law including any securities legislation.
- 13.15 Significant Changes and Additional Services. Except as otherwise provided in the CPTA Agreement, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Corporation. For clarity the Corporation may require the CPTA to perform additional services at any time during the term of the CPTA Agreement, as defined by the Corporation and outside the scope of the services as defined herein. When additional services are required, the Corporation will provide the CPTA a written description of the additional services and the CPTA shall submit a firm price and time schedule for completing the additional services. The parties to this CPTA Agreement agree to negotiate changes to the CPTA Services and fees that result from changes to the NHA MBS Program Guide which would have significant costs implications for the CPTA.
- 13.16 Further Assurances. Each of the parties hereto shall from time to time hereafter upon any reasonable request of the other do such further acts and execute such further deeds and documents as shall be reasonably required in order to perform and carry out the terms of this CPTA Agreement.
- 13.17 Time of Essence. Time shall be of the essence of this CPTA Agreement.
- 13.18 House of Commons. No member of the House of Commons shall be admitted to any share or part of this CPTA Agreement or to any benefit arising therefrom.
- 13.19 Taxes. The amount payable to the CPTA pursuant to this CPTA Agreement are exclusive of all taxes, rates or other form of levy imposed by a government authority and, not to limit the generality of the foregoing, includes any goods and services tax and retail sales tax payable by the CPTA arising from the carrying out of the work. As is the case with any disbursement for which the CPTA seeks a refund, satisfactory evidence of the payment of any such tax, rate or levy shall be provided.
- 13.20 Confidentiality. This CPTA Agreement shall be considered confidential and the content hereof may not be disclosed by either party at any time without the prior written consent of one party to the other.
- 13.21 Guarantee. The CPTA agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

- 13.22 Rights Relating to Audit. The CPTA hereby grants to the Corporation and to the Office of the Superintendent of Financial Institutions (OSFI) or its representative, at all reasonable time during business hours, upon twenty-four (24) hours written notice to the CPTA, the right to evaluate the CPTA's operations, including the CPTA's internal control environment and audit, examine and make copies or extracts from the books of account maintained by the CPTA with respect to the services provided by the CPTA pursuant to the CPTA Agreement. The Corporation or OSFI may exercise such right through any agent, employee or independent accountant, auditor, lawyer or other professional designated by the Corporation or OSFI.
- 13.23 Right of CPTA to Invest in NHA MBS Certificates. The CPTA, and its officers, directors and employees may become the holder of, or acquire any interest in, any NHA MBS certificates, with the same rights that it or they would have if it were not the CPTA hereunder, or they were not such officers, directors or employees.
- 13.24 Force Majeure. Notwithstanding any provision to the contrary contained in this CPTA Agreement, the CPTA shall be excused from the consequences of any breach of this CPTA Agreement or any Event of Default hereunder if and to the extent that such breach or Event of Default was caused in whole or in part by Force Majeure, provided that the CPTA shall not be so excused if (a) the CPTA has in any material way caused or contributed to such breach, (b) such breach would have been prevented by reasonable and ordinary precautions, such as would be employed by a reasonably prudent provider of services similar to the CPTA Services, and (c) such breach would not have occurred if the CPTA had been in compliance with Section 13.26. The CPTA shall make diligent efforts in the circumstances to give notice of the existence or occurrence of a Force Majeure event in accordance with Section 0 hereof, which Force Majeure shall excuse a breach of this CPTA Agreement or Event of Default hereunder only for such period of time that the Force Majeure event remains in existence or remains the cause of the CPTA's continuing failure to perform or other continuance of the breach. In the event of a Force Majeure event exists or occurs such that the CPTA is unable to provide any such CPTA Services, the Corporation shall have the right in its sole discretion, to engage another person to provide such services, and the CPTA shall provide its full cooperation and shall take any and all action required by the Corporation to facilitate such engagement. The existence of a Force Majeure event which has caused in whole or in part a breach of this CPTA Agreement or an Event of Default hereunder shall not prevent CMHC from asserting and acting upon a breach of this CPTA Agreement or Event of Default hereunder which has not been caused in whole or in part by a Force Majeure event.

Notwithstanding the foregoing, the CPTA shall maintain and ensure that reasonable and adequate backup records and facilities are available in the event that, by reason for Force Majeure, the CPTA is unable to perform its obligations under this CPTA Agreement in the usual course. In such event, the CPTA shall use its reasonable

commercial efforts to continue to perform its obligation under this CPTA Agreement using such backup records and facilities.

- 13.25 Labour Relations. The CPTA, as employer, has the sole responsibility to recruit, train, supervise, direct, discipline, and if necessary, discharge, all personnel performing services in connection with the CPTA Services. The CPTA will be responsible for the conduct of labour relations with any trade union represented among its employees and shall negotiate and be responsible for resolving all disputes involving its employees. The CPTA shall immediately give notice to CMHC of the certification of a union for its CPTA Services staff should this occur during the term of this CPTA Agreement.

The CPTA shall immediately give notice to CMHC of any actual or potential labour dispute of which it has knowledge, which could or does threaten to delay or adversely affect the CPTA services or other performance by the CPTA of its obligation hereunder. CMHC may without incurring any liability whatsoever to the CPTA, its agent or employees, make arrangements to continue the CPTA Services by alternate means during any period of interruption.

- 13.26 Business Recovery System. The CPTA shall at all times have and regularly test in accordance with prevailing regulatory expectations, a business recovery system, including specific measures to ensure that reasonably adequate backup records and facilities are available and other reasonable measures to provide reasonable assurance that the CPTA Services shall continue to be provided in the event of problems or events that may affect the CPTA's operations including systems breakdown and natural disaster and other reasonably foreseeable events. The CPTA shall provide, upon request the Corporation with a summary of the test results and shall provide the Corporation with notification of the occurrence of known circumstances that can have a serious impact on the provision of the CPTA Services in accordance with Section 0. In the event any test results identify any material deficiencies that could have an adverse effect on the Corporation or on the CPTA's provision of CPTA Services, the CPTA shall forthwith rectify such deficiencies.

- 13.27 Resolution of Differences. In the case of any difference or dispute between the parties, the Corporation may, if it so elects, refer any dispute to mediation, arbitration, or such other dispute resolution methodology as it may determine. In the event the Corporation does not make such an election, the Corporation shall also have the right but not the obligation, to extend any cure period provided for in this CPTA Agreement as it determines in its sole discretion. The CPTA shall under all circumstances continue to provide the CPTA Services until the CPTA Agreement is terminated in accordance with the terms hereof.

- 13.28 Performance Measures. To the extent not expressly provided in this CPTA Agreement, the parties shall establish performance measures to enable the Corporation to determine whether the commitments contained in this CPTA Agreement are being fulfilled. Such performance measures shall, include, at a minimum, those contained in Schedule F of this CPTA Agreement. The CPTA shall

provide a report to the Corporation no less frequently than annually (or at such other intervals as the Corporation may request) including information that illustrates how such performance measures have been satisfied.

- 13.29 Survival of Terms. Any terms of this CPTA Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective heirs, executors, administrators, successors and assignees. Without limiting the foregoing or any other provision herein, the CPTA's obligations under Section 13.22 (Audit), Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7.2(c) (Insurance), Section 10.2(b) (CPTA's Indemnification), and Section 13.3 (Laws Governing Agreement), ownership shall survive the expiry or termination of this CPTA Agreement regardless of the method or manner in which it is terminated.
- 13.30 Counterparts. This CPTA Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of this CPTA Agreement in electronic form, whether by facsimile, e-mail, or through an information system, and whether executed in counterparts or otherwise, shall be deemed to be valid execution and delivery of this CPTA Agreement. If the parties deliver scanned copies of a counterpart that has been executed by hand, the parties shall mail or otherwise physically deliver the executed counterpart to this CPTA Agreement to each other as soon as possible after delivering the facsimile or scanned and e-mailed copy, provided, for the avoidance of doubt, that this CPTA Agreement shall be fully binding and enforceable upon execution and delivery of counterparts in electronic form, and any failure by either or both parties to so deliver a manually signed counterpart shall not affect the validity and enforceability of this CPTA Agreement.

IN WITNESS WHEREOF the parties have duly executed this CPTA Agreement as of the day and year first written above.

CANADA MORTGAGE AND HOUSING CORPORATION

Per: _____
Name:
Title:

[NAME OF CPTA]

Per: _____
Name:
Title:

Name:
Title:

**SCHEDULE A
FEE SCHEDULE**

	TRANSFER SERVICES	FEE	FEE BASIS
1.	Create New Pools - Creation of records for a new pool, including establishment of automated transfer for issuer's central P&I account and test debit of issuer's central P&I account (initially or for any subsequent change)	\$[●]	Per Pool
2.	Issue Initial Certificates - Initial preparation and distribution of certificates at issuance.	\$[●]	Per certificate issued
3.	Issue Initial DCI Deposit Receipt - Initial preparation and distribution of deposit receipt	\$[●]	Per deposit receipt issued
4.	Issue Certificates on Transfer - Transfer of certificate ownership (including cancellation of previous certificate, preparation of new certificate and registration; charged to presenter of certificate)	\$[●]	Per certificate issued
5.	Issue DCI Deposit Receipt on Transfer - Transfer of deposit receipt ownership (including cancellation of previous deposit receipt, preparation of new deposit receipt and registration; charged to presenter of deposit receipt)	\$[●]	Per deposit receipt issued
6.	Replace Certificates - Issuance of new certificates to replace lost/damaged certificates (charged to presenter of request)	\$[●]	Per certificate issued
7.	Redeem Certificates - Collection and cancellation of security certificates at maturity redemption and maintenance of records, trust accounts, etc. necessary to accommodate maturity and unclaimed certificates (CPTA to benefit from income on uncollected pool funds held in trust)	\$[●]	Per certificate cancelled
8.	Redeem DCI Deposit Receipt - Cancellation of ledger position at maturity redemption and maintenance of records, trust accounts, etc. necessary to accommodate maturity and unclaimed ledger position (CPTA to benefit	\$[●]	Per deposit receipt issued

	from income on uncollected pool funds held in trust)		
9.	Maintain Pool and Investor Records - Maintenance of pool accounting information (balances, related securities and monthly transactions), maintenance of ownership records, including providing early maturity notices and processing estate transfers, ensuring timely receipt and accuracy of monthly accounting data, monitoring function relevant to partial prepayments and early liquidations, monthly transfer from issuer's central P&I account, provision of regular reports to CMHC and calculation, consolidation and dissemination on a monthly basis of information necessary for the secondary trading of securities	[\$●]	Per pool/per month
10.	Deliver Investor Payments - Calculation of amounts due investors (and governments, if applicable) including consolidation of payments for investors with numerous holdings, preparation of remittances (cheque or electronic transfer at the investor's option), including preparing replacements for lost cheques or redirecting electronic transfers, preparation of remittance advice's for investors, distribution of remittances and remittance advice's on the 15th of the month or as per guide if the 14th or 15th are not business days and remittance to governments of withholding taxes (if applicable) (CPTA to benefit from income on funds awaiting distribution and uncollected funds)	[\$●]	Per investor/per pool/per month
11.	Pay in US\$ - Provision of US currency accounts for only those holders requesting this service	[\$●]	Per investor/per pool/per month
12.	Deliver Tax Reports - Reports to investors are required under the Income Tax Act, including preparing replacements for lost reports	[\$●]	Per investor/per pool/per annum

The cost of cheques or any other method of payment shall be borne by the CPTA. The cost of certificates shall be borne by the Corporation.

All prices and amounts of money are in Canadian dollars and are exclusive of the Goods and Services Tax (GST), Harmonized Sales Tax (HST), and Provincial Sales Tax (PST), as applicable, unless otherwise indicated. The GST, HST or PST, whichever is applicable, shall be extra and will be paid by the user of the service.

**SCHEDULE B
SCHEDULE OF EDITS**

Box Identifier	Edit		Message Type
1A - CMHC Pool Number	Must be valid pool number as assigned by CMHC.	✓	Error - do not process
1C - Report Cut-Off Date	Must be from 25th of the month to last day of the month inclusive.	✓	Error - do not process
	Must be the same as last month by the issuer plus or minus 3 days	✓	Warning - can proceed
	Must be less than the maturity date of the pool	✓	Error - do not process
	Must be the same month as the pool issue date for the first 2840	✓	Error - do not process
1D - Report Start Date	Must equal previous month cut off date plus one day		Warning - can proceed
2A - Total No. Mortgages (last report)	Equals 2E of previous report or if first monthly accounting report equals the original number of loans in the pool	✓	Warning - can proceed
2B No. of Liquidations	Must be less than or equal to 2A	✓	Error - do not process
	For 966 and 99 pools, should be zero.		
	Must be greater than zero if 3C is greater than zero	✓	Warning - verify with issuer before proceeding
		✓	Error - do not process
2C - No. Maturities	Must be less than or equal to 2A	✓	Error - do not process
	Should be zero except in maturing months of pool	✓	Warning - can proceed
	Must be greater than zero if 3D is greater than zero	✓	Error - do not process
2D - No. of Substitutions	If > 0, 2B > 0	✓	Warning - verify with issuer
	Should be zero if 3E is zero and information on individual mortgage	✓	Warning - verify with issuer

	<p>liquidations/substitutions is not offsetting to zero.</p> <p>Must be zero after 120 days after issue date</p> <p>Should be zero for 966 and 99 pools</p>	<p>✓</p> <p>?</p>	<p>Warning - verify with issuer before proceeding</p> <p>Warning - verify with issuer before proceeding</p>
2E - No. of Mortgages This Month End	<p>Must equal 2A minus 2B and 2C plus 2D</p> <p>Must be zero at maturity date of pool</p> <p>Must be zero if 2F equal zero</p>	<p>✓</p> <p>✓</p> <p>✓</p>	<p>Error - do not process</p> <p>Error - do not process</p> <p>Error - do not process</p>
2F - Weighted Average Maturity	<p>Must be within the maturing months of the pool</p> <p>Should be within one month of the maturity indicated by calculating the weighted average maturity from 4A - 4F. If there is a 1 in 4H or if 2F equal 2H plus or minus one month, this edit is not run.</p> <p>Cannot be greater than 2H</p> <p>Should decrease by .8 -1.2 if 2B, 2C, and 2D are zero</p> <p>If 2B, 2C, and 2D do not equal zero, the difference between 2F of the current month and the previous month should be no greater than 5 months.</p> <p>If 2E equals zero, 2F must equal zero.</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>Warning – can proceed</p> <p>Warning – can proceed</p> <p>Error – can proceed</p> <p>Warning – can proceed</p> <p>Warning – can proceed</p> <p>Warning – can proceed</p>
2G - Weighted Average Mortgage Rate	<p>Should equal previous month with tolerance of 5 basis points if 2B, 2C, 2D and 3B are zero.</p> <p>Must not change by more than 100 basis points.</p>	<p>✓</p> <p>✓</p>	<p>Warning – can proceed</p> <p>Warning – can proceed</p>

	Must be at least 50 basis points above the coupon rate in 3H. Can be zero at maturity date.	✓	Error – do not process
	Must not exceed the highest mortgage rate in the pool and must not be lower than the lowest mortgage rate in the pool.	✓	Error – do not process
2H - Weighted Average Remaining Amortization	If 2B, 2C, 2D, 3B and 3E are zero, should reduce by .8 to 1.2 months	✓	Warning – can proceed
	If 2B, 2C, 2D, 3B and 3E do not equal zero, should not vary from 2H of the previous report by more than 6 months.	✓	Warning – can proceed
	Must be greater than or equal to 2F.	✓	Warning – can proceed
2I - Total Delinquent	Must be less than or equal to 2E	✓	Error - do not process
	Must equal 2K plus 2L plus 2M	✓	Warning - verify with issuer
2J- Percent Delinquent	Must equal 2I divided by 2E.	✓	Warning - verify with issuer
2K - 1 Month Delinquent		✓	Rej Rej
2L - 2 Months Delinquent		✓	Rej Rej
2M - 3 Months or more		✓	Rej Rej
3A - Scheduled Principal	Must be zero on the maturity date	✓	Error - do not process
	As a percentage of principal, (3M). it should increase each month.	✓	Warning - verify with issuer
3C - Liquidations	If greater than zero, 2B must be greater than zero	✓	Error - do not process
	The amounts of 3C-1 to 3C-6 must add up to the total amount of liquidations in 3C	✓	Error - do not process
	Should be zero for 966 and 99 pools	✓	Warning - verify with issuer

38-Partial Prepayments	Should be zero in maturing months Must be zero for 966 and 99 pools	✓ ✓	Warning - verify with issuer Error - do not process
3C - Liquidations	If greater than zero, 2B must be greater than zero The amounts of 3C-1 to 3C-6 must add up to the total amount of liquidations in 3C Should be zero for 966 and 99 pools	✓ ✓ ✓	Error - do not process Error - do not process Warning - verify with issuer
3C-1 Sale	The dollar amount in 3C-1 must equal the aggregate amount of the liquidations as a result of "SALE in Section 6 - Liquidation Schedules (when "SALE" box is checked). This field only applies to 970/975 pools. Issuers should report "0" in this field for all other pool types	✓ ✓	Error - do not process Error - do not process
3C-2 Mortgage Payoff	The dollar amount in 3C-2 must equal the aggregate amount of the liquidations as a result of "Mortgage Payoff" in Section 6 - Liquidation Schedules (when "Mortgage Payoff" box is checked).	✓	
3C-3 Ineligible Loan	The dollar amount in 3C-3 must equal the aggregate amount of the liquidations as a result of "Ineligible Loan" in Section 6 - Liquidation Schedules (when "Ineligible Loan" box is checked).	✓	Error - do not process
3C-4 Enforcement Action	The dollar amount in 3C-4 must equal the aggregate amount of the liquidations as a result of "Enforcement Action" in Section 6 - Liquidation Schedules (when "Enforcement Action" box is checked).	✓	Error - do not process
3C-5 Converted to Fixed Rate Loan	The dollar amount in 3C-5 must equal the aggregate amount of the liquidations as a result of "Converted to Fixed Rate Mortgage" in Section 6 - Liquidation Schedules (when	✓	Error - do not process

	“Converted to Fixed Rate Mortgage” box is checked).		
3C-6 Payment No Longer Paying Down Principal	The dollar amount in 3C-6 must equal the aggregate amount of the liquidations as a result of Payment No Longer Paying Down Principal in Section 6 - Liquidation Schedules (when “Payment No Longer Paying Down Principal” box is checked).	✓	Error - do not process
3D - Maturities	Must equal zero in non-maturing months unless 4 H of previous month was “1”	✓	Warning - verify with issuer
	5 months prior to maturity should equal 4A of the previous month	✓	Warning - verify with issuer
	4 months prior to maturity should equal 4B of the previous month	✓	Warning - verify with issuer
	3 months prior to maturity should equal 4C of the previous month	✓	Warning - verify with issuer
	2 months prior to maturity should equal 4D of the previous month	✓	Warning - verify with issuer
	1 month prior to maturity should equal 4E of the previous month	✓	Warning - verify with issuer
	At maturity should equal 4F of the previous month	✓	Warning - verify with issuer
3E - Substitutions	2D must be greater than zero if 3E is greater than zero	✓	Error - do not process
	Must be positive amount i.e. to be added to the amount of principal to be paid to the investor	✓	Error - do not process
	Equals the total of all boxes 7M subtract 7L	✓	Warning - verify with issuer
31- Adjustments	Should not exceed \$1,000.	✓	Warning- verify with issuer and contact CMHC
Box +/-			
3G - Total Principal	Equals the sum of 3A to 3F	✓	Error - do not process

3H - Annual Coupon	Must be the rate stated on the pool circular	✓	Error - do not process
3I - Monthly Factor	Must be the 10 digit equivalent of the coupon rate as applied monthly. First 8 digits must be exactly the same as factor used by CPTA.	✓	Error - do not process
	Must not change from month to month	✓	Error - do not process
3J - Cash Distribution Due Holders Re Interest	Must equal monthly interest rate factor times the principal amount of securities (4G) from the previous month with \$1.00 tolerance.	✓	Error - do not process
3K - Interest Penalties	Must equal zero for 967 pools.	✓	Error - do not process
	For 970 and 975 pool types, the value in 3K - Interest Penalties/ Indemnities must be no less than the aggregate amount of 3K-3 and 3K-5 times the value in 3K-1 for the reporting periods prior to final certification, which is no later than 120 days after the issuance.		
	For 970 and 975 pool types, the aggregate amount of 3K-3 to 3K-S times the value in 3K-1 must equal the value in 3K-Interest Penalties/ Indemnities for the reporting periods after the pool has achieved final certification.	✓	Error - do not process
	If 3B and 3C are zero, should be zero.	✓	Warning - verify with issuer
	If 3B and 3C are greater than zero, should be flagged for review if less than 3 months interest	✓	Warning – can proceed
3K-1 MBS Indemnity Factor	The value in 3K-1 must be no less than 0 at all times.	✓	Error - do not process
	As a reasonability test, the value in 3K-1 should not be greater than 0.2 most of time. If it is greater than 0.2, please double check with the issuer regarding the accuracy of the reported value.	✓	Warning - verify with issuer

3K-2 Sale	The dollar amount in 3K-2 must equal the aggregate amount of the liquidations as a result of “Sale” <u>and</u> within 36 (970 pools) or 60 months (975 pools) of loans IAD in Section 6 (when both “Sale” box <u>and</u> the box of “within 36 (970 pools) or 60 months (975 pools) of loans IAD” located in 6B are checked),	✓	Error - do not process
3K-3 Mortgage Payoff	The dollar amount in 3K-3 must equal the aggregate amount of the liquidations as a result of “Mortgage Payoff” and within 36 (970 pools) or 60 months (975 pools) of loans IAD in Section 6 (when both “Mortgage Payoff” box and the box of “within 36 (970 pools) or 60 months (975 pools) of loans IAD” located in 6B are checked)	✓	Error - do not process
3K-4 Ineligible Loan	The dollar amount in 3K-4 must equal the aggregate amount of the liquidations as a result of “Ineligible Loan” <u>and</u> within 36 (970 pools) or 60 months (975 pools) of loans IAD in Section 6 (when both “Ineligible Loan” box <u>and</u> the box of “within 36 (970 pools) or 60 months (975 pools) of loans IAD” located in 6B are checked).	✓	Error - do not process
3K-5 Partial Prepayments Subject to Penalty/Indemnity	The dollar amount in 3K-5 can not be greater than the dollar amount in the 3B – Partial Prepayments	✓	Error - do not process
3L - Total Cash Distribution Due to Holders	Equals 3G plus 3J plus 3K	✓	Error - do not process
3M - Principal Amount of Securities from Last Report	Equals 4G from the previous month’s report	✓	Error - do not process
3N - Principal Distributed to Holders this Month	Equals 3G	✓	Error - do not process
<u>Principal Balance due on Securities This Month End</u>			
4A - 5 Months Prior to Maturity	Equals zero when there are 5 or fewer reporting months to maturity	✓	Error - do not process
4B - 4 Months Prior to Maturity	Equals zero when there are 4 or fewer reporting months to maturity	✓	Error - do not process

4C - 3 Months Prior to Maturity	Equals zero when there are 3 or fewer reporting months to maturity	✓	Error - do not process
4D - 2 Months Prior to Maturity	Equals zero when there are 2 or fewer reporting months to maturity	✓	Error - do not process
4E - 1 Month Prior to Maturity	Equals zero when there are 1 or fewer reporting month to maturity and at maturity	✓	Error - do not process
4F - At Maturity	Equals zero at maturity	✓	Error - do not process
4G - Security Balance Total	Equals total of 4A to 4F plus or minus \$1.00 unless value of 4H is "1"	✓	Warning - verify with issuer
	Equals 3M minus 3N plus or minus \$1.00	✓	Error - do not process
	At maturity date, equals zero.	✓	Error - do not process
4H - Loans maturing earlier than 5 months to pool maturity		✓	
5A - Mortgage Administration System Balance (Cut off Date)	Should be equal to or greater than 97% of 4G	✓	Warning - can proceed
6A - CMHC Account No.		✓	
6B - Date Removed	Cannot be greater than the cut off date. For the liquidations as a result of "Ineligible Loan" or "Payment No Longer Paying Down Principal" (when "Ineligible Loan" or "Payment No Longer Paying Down Principal" box is checked), 6B should equal 1C – Report Cut Off Date.	✓	
6C/7E Mtg Int. Rate (for loan being Liquidated)		✓	
6D/7G Issuer's Loan # (for loan being Liquidated)		✓	
6E/7M Liquidation Balance (Total Principal of Liquidated loan)		✓	

6F - Interest Penalties	Should be at least 3 months interest except where reason for liquidation is foreclosure	✓	Warning - can proceed
6R Liquidation Reason Code	Must Equal 1 of the approved Liquidation reason codes	New	Error - do not process
7A CMHC ACCT # (FOR SUBSTITUTION LOAN)			
7D - Mortgage Interest Rate	Must be at least 50 basis points higher than coupon rate	✓	Error - do not process
	Must be within the range of the pool	✓	Error - do not process
7F Issuer's Loan # (for substitution loan)			
7H - Remaining Amortization	On 964 and 967 pools, must be greater than or equal to 15 years or less than or equal to 15 years based on the original amortization of the pool	✓	Warning - can proceed
7I RAM (for loan being Substituted)			
7J - Remaining Term	Must be within pool maturity band	✓	Warning - can proceed
7K Remaining Term (for loan being Substituted)			
7L Balance at Substitution (for Substitution Loan)			
BOX 8 RESERVED FOR PREPAYMENT PENALTIES			
9A WEIGHTED AVERAGE MORTGAGE INDEX SPREAD			
9B WEIGHTED AVERAGE PROMOTIONAL INCENTIVE RATE			
9C SUM OF MORTGAGE PAYMENTS			
9D 1-MONTH BOX 9D RATE			

9E WEIGHTED AVERAGE PROMOTIONAL INCENTIVE PERIODS REMAINING			
The following edits are done after processing of all record type:	<p>E Number of Valid Liquidation Records 999 must equal [2B] of 999</p> <p>E Number of Valid Substitution Records 999 must equal [2D] of 999</p> <p>E Net Substitution Principal of 999999999.99 is NOT equal to [3E] of 999999999.99</p> <p>W Total [6E] (excluding reason code [7M]) of 999999999.99 should be = [3C] of 999999999.99</p> <p>W Total [6E] (excluding reason code 9 [7M]) of 999999999.99 should be = [3C] of 999999999.99</p> <p>W Total [6F] of 999999999.99 should be = [3K] of 999999999.99</p>		
General Edits	Monthly accounting report already exists for Pool Number and Report Period	✓	
	Pool does not have a monthly accounting report for the selected period.	✓	
	Monthly accounting data received but no active pool record.	✓	

SCHEDULE C DATA FORMS

NHA MBS Interested Parties Data File Format

File Layout: MB2840.LAYOUT (One row per CUSIP)

Revision date: May 20, 2016

All numeric fields (defined as 9) must be zero-filled and right justified.

Numeric field definition V represents implied decimal point.

All alpha/numeric fields (defined as X) must be left-justified and filled with spaces.

Files must be provided in Standard ASCII format.

Ability to transmit zipped files provided.

Field	Data Format	Description
1.	X(9)	CUSIP Key
2.	9(8)	Issue Date (Format is YYYYMMOD)
3.	9(8)	Maturity Date (Format is YYYYMMDD)
4.	9(11)V9(2)S	Total Principal Amount of Pool
5.	9(10)V9(3)S	Original Amortization Period
6.	9(9)V9(4)S	Original Interest Rate (Face)
7.	9(1)	Interest Rate Indicator 0-Monthly 1-Daily
8.	9(3)V9(10)S	Monthly Interest Rate (pre-Feb/97 only)
9.	9(3)V9(10)S	Daily Interest Rate (obsolete Oct/96)
10.	X(30)	Pool Name (30 characters)
11.	9(8)	1A Pool Number
12.	X(6)	1B CPTA Issuer Key
13.	9(8)	Record Date (Format is YYYYMMDD)
14.	9(8)	10 Report start Date (Format is YYYYMMDD)
15.	9(5)	2A Total Number of Mortgages Last Report
16.	9(5)	213 No. of Mortgages Liquidated
17.	9(5)	2C No. of Maturities
18.	9(5)	2D No. of Substitutions
19.	9(5)	2E No. of Mortgages this month end
20.	9(3)V9(4)	2F Weighted Average Maturity
21.	9(3)V9(4)	26 Weighted Average Mortgage Rate
22.	9(3)V9(4)	2H Weighted Average Remaining Amortization
23.	9(11)V9(2)S	3A Scheduled Principal
24.	9(11)V9(2)S	38 Partial Prepayments
25.	9(11)V9(2)S	3C Liquidations
26.	9(11)V9(2)S	3D Maturities
27.	9(11)V9(2)S	3E Substitutions
28.	9(11)V9(2)S	3F Adjustments
29.	9(11)V9(2)S	3G Total Principal

30.	9(9)V9(4)S	3H Annual Coupon Rate (Face)
31.	9(3)V9(10)5	3I Interest Rate Used
32.	9(11)V9(2)S	Interest Due Holders
33.	9(11)V9(2)S	3K Interest Penalties
34.	9(11)V9(2)S	3I Total Cash Due Holders
35.	9(11)V9(2)S	3M Principal amount of securities Last month
36.	9(11)V9(2)S	3N Principal Distributed this month
37.	9(11)V9(2)S	4A Principal Balance Due 5 Months prior Maturity
38.	9(11)V9(2)S	48 Principal Balance Due 4 Months prior Maturity
39.	9(11)V9(2)S	4C Principal Balance Due 3 Months prior Maturity
40.	9(11)V9(2)S	4D Principal Balance Due 2 Months prior Maturity
41.	9(11)V9(2)S	4E Principal Balance Due 1 Month prior Maturity
42.	9(11)V9(2)S	4F Principal Balance Due at Maturity
43.	9(11)V9(2)S	4G Security Balance Total
44.	X(1)	4H 1 if > 5 months to maturity
45.	9(11)V9(2)S	SA Mortgage Administration Cut-off Balance
46.	9{5}V9(8)S	RPF - Remaining Principal Balance Factor
47.	9(6)	Payment Dividend - Interest
48.	9(6)	Payment Dividend - Principal
49.	9(6)	Payment Dividend - Redemption
50.	9(8)	Payment Date (Format is YYYYMMDD)
51.	9(6)	Weighted IAD (Format is YYYYMM)
52.	9(2)V9(3)S	Weighted Average Mortgage Index Spread Rate
53.	9(2)V9(3)S	Weighted Average Promotional incentive Rate
54.	9(2)V9(2)	Weighted Average Promotional Periods Remaining
55.	9(11)1/9(2)S	Sum of Monthly Payment Equivalent
56.	9(2)V9(5)	One Month CDOR
57.	9(2)V9(5)5	Pool Index/Service Spread
58.	9(11)V9(2)S	3C1 Liquidations by reason Sale
59.	9(11)V9(2)S	3C2 Liquidations by reason Mortgage Payoff
60.	9(11)V9(2)S	3C3 Liquidations by reason Ineligible Loan
61.	9(11)V9(2)S	3C4 Liquidations by reason Enforcement Action
62.	9(11)V9(2)S	3C5 Liquidations by reason Converted to FRM
63.	9(11)V9(2)S	3C6 Liquidations by reason Not Amortizing
64.	9(8)V9(5)S	3K1 Indemnity Factor
65.	9(11)V9(2)S	3K2 Early Liquidations by Reason Sale
66.	9(11)V9(2)S	3K3 Early Liquidations by Reason Mortgage Payoff
67.	9{11}V9(2)S	3I(4) Early Liquidations by Reason Ineligible Loan
68.	9(11)V9(2)5	3K5 Early Partial Pre-payment subject to penalty
69.	9(9)V9(4)S	Monthly Coupon Rate (Current)

Please note: The file is comma delimited and is one row per CUSIP.

NHA MBS Interested Parties Data File Format

File Layout: MB2840.LAYOUT (One row per CUSIP)

Revision date: May 20, 2016

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9.	9(3)V9(10)S	Daily Interest Rate (obsolete Oct/96)
10.	X(30)	Pool Name (30 characters)
11.	9(8)	1A Pool Number
12.	X(6)	1B CTCC Issuer Key
13.	9(8)	Record Date (Format is YYYYMMDD)
14.	9(8)	10 Report start Date (Format is YYYYMMDD)
15.	9(5)	2A Total Number of Mortgages Last Report
16.	9(5)	213 No. of Mortgages Liquidated
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29.	9(11)V9(2)S	3G Total Principal
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31.	9(3)V9(10)5	31 Interest Rate Used

32.	9(11)V9(2)S	Interest Due Holders
33.	9(11)V9(2)S	3K Interest Penalties
34.	9(11)V9(2)S	3L Total Cash Due Holders
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41.	9(11)V9(2)S	4E Principal Balance Due 1 Month prior Maturity
42.	9(11)V9(2)S	4F Principal Balance Due at Maturity
43.	9(11)V9(2)S	4G Security Balance Total
44.	X(1)	4H 1 if > 5 months to maturity
45.	9(11)V9(2)S	5A Mortgage Administration Cut-off Balance
46.	9{5}V9(8)S	RPF - Remaining Principal Balance Factor
47.	9(6)	Payment Dividend - Interest
48.	9(6)	Payment Dividend - Principal
49.	9(6)	Payment Dividend - Redemption
50.	9(8)	Payment Date (Format is YYYYMMDD)
51.	9(6)	Weighted IAD (Format is YYYYMM)
52.	9(2)V9(3)S	Weighted Average Mortgage Index Spread Rate
53.	9(2)V9(3)S	Weighted Average Promotional incentive Rate
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60.	9(11)V9(2)S	3C3 Liquidations by reason Ineligible Loan
61.	9(11)V9(2)S	3C4 Liquidations by reason Enforcement Action
62.	9(11)V9(2)S	3C5 Liquidations by reason Converted to FRM
63.	9(11)V9(2)S	3C6 Liquidations by reason Not Amortizing
64.	9(8)V9(5)S	3K1 Indemnity Factor
65.	9(11)V9(2)S	3K2 Early Liquidations by Reason Sale
66.	9(11)V9(2)S	3K3 Early Liquidations by Reason Mortgage Payoff
67.	9{11}V9(2)S	31(4 Early Liquidations by Reason Ineligible Loan
68.	9(11)V9(2)5	3K5 Early Partial Pre-payment subject to penalty
69.	9(9)V9(4)S	Monthly Coupon Rate (Current)

Please note: The file is comma delimited and is one row per CUSIP.

SCHEDULE D
NHA MBS PROGRAM GUIDE

[As per the latest PDF version of the NHA MBS Program Guide on the CMHC website]

SCHEDULE E
REPRESENTATIONS AND WARRANTIES

1. Due Organization Etc. The Central Payor and Transfer Agent (CPTA) is a [●] duly organized, validly existing and in good standing under the laws of [●] and has the power and authority, under the laws of such jurisdiction, to enter into and perform its obligations under this Central Payor and Transfer Agent (CPTA) Agreement and other documents to which it is a party, including the [**Request for Tender, the Tender, and**] MBS Guide to the extent it applies to the CPTA (hereinafter referred as “**Documents**”), to own its property and to carry on the business in which it is engaged.
2. Due Authorization. The entering into and the performance by it of this CPTA Agreement and the other Documents to which it is or will be a party (i) have been duly authorized by all necessary corporate or other action on its part and (ii) do not and will not violate its Constituting Documents, any Applicable Law or any material obligation to which it is a party.
3. Due Execution, Etc. This CPTA Agreement and the other Documents to which it is or will be a party have been or will be duly executed and delivered by it and constitute legal, valid and binding obligations enforceable against it in accordance with their respective terms, subject to the availability of equitable remedies and the effect of bankruptcy, insolvency and similar laws affecting the rights of creditors generally.
4. Litigation. There are no litigation, arbitration or administrative proceedings outstanding which, taken as a whole, have or are likely to have a material adverse effect on the ability of the CPTA to perform its obligations under this CPTA Agreement.
5. Governmental Registrations, Approvals, Breach of Law.
 - (1) the execution, delivery and performance by the CPTA of this CPTA Agreement and each of the other Documents to which it is or will be a party (i) are not in violation of its Constituting Documents (ii) are not in violation of any Applicable Law the violation of which materially adversely affects or is reasonably likely to materially adversely affect the ability of the CPTA to perform any of its obligations under this CPTA Agreement or any of the other Documents to which it is a party, and (iii) do not require any consent or approval of, or the giving of notice to, or the taking of any other action by, the CPTA; and
 - (2) neither the execution and delivery by the CPTA of this CPTA Agreement and each of the other Documents to which it is or will be a party nor the consummation by the CPTA of any of the transactions contemplated hereby or thereby nor the performance by the CPTA of any of its obligations hereunder or thereunder requires the consent or approval of, the giving of notice to or registration with, or the taking of any other action in respect of, any governmental or regulatory authority or agency of Canada, other than those (i) that have been or will have been obtained, taken or made, (ii) that are not required on the date hereof or (iii) for which the failure to obtain, take or make will not have a material adverse effect on the ability

of the CPTA to perform any of its obligations under this CPTA Agreement or under any of the other Documents to which it is a party.

6. Chief Place of Business/Chief Executive Office. Its chief executive office is located in [●].
7. True Legal Name. Its true legal name is [●].

SCHEDULE F PERFORMANCE MEASURES

The CPTA is expected to fulfill, at all times, its commitments and responsibilities as contained in Section 4 of this CPTA Agreement, which at minimum should include the following performance measures:

Administration of Security Documents

- Prepare and deliver Certificates of any new Pool in accordance with the Schedule of Subscribers as submitted by the Issuer;
- Maintain ownership Register of NHA MBS Certificates and DCI receipts in accordance with the MBS Guide;
- Ensure NHA MBS Certificates surrendered for transfer or exchange are authenticated and completed in accordance with the MBS Guide.

Administration of Payments from Issuers

- Arrange with Issuers for monthly transfers of funds from Issuers' central P&I trust accounts as required in NHA MBS Guide;
- Verify timely receipt of monthly accounting data from Issuers in accordance with requirements detailed in the MBS Guide;
- Notify CMHC upon the discovery of any inaccuracy in the Issuers' monthly accounting reports which is not rectified by the Issuer prior to the 5th business day of the month.

Verification Functions in Relation to Prepayments

- Ensure Issuers' accounting reports are in compliance with the edit criteria as outlined in Schedule B of this CPTA Agreement;
- When Issuers' accounting reports are not in compliance with edit criteria, the CPTA must contact the Issuer by the 6th working day of the month. A status report is to be provided to CMHC by the CPTA by the 12th working day of the month.

Administration of Payments to Registered Investors

- Prepare and process payments to registered owners of NHA MBS Certificates as required in the MBS Guide by Payment Date;
- Remit any taxes withheld to appropriate government as required by income tax legislation and provide applicable documentation to registered owners.

Provision of Information

- Transmit electronic copies of monthly accounting to CMHC prior to 5:00 am on 6th business day of each month;
- Notify CMHC immediately of any failure by an Issuer to make payment or provide accounting reports within timeframes as required in MBS Guide;
- Provide NHA MBS Pool information to CMHC and make available to industry participants in the format outlined in Schedule C of this CPTA Agreement by the 6th business day of each month.

* * *

SCHEDULE G

TRUST PRIVACY AND SECURITY REQUIREMENTS

Definitions for the purposes of this Schedule G, including any Exhibits

“**Authorized Person**” means officers, employees and contractors of the CPTA who have a need to know to the Confidential Information.

“**Data Custodian**” means the employee designated by the CPTA to perform the responsibilities set out in Exhibit 1 to this Schedule G of this CPTA Agreement.

“**Identified Person**” means an Authorized Person whose current work-related responsibilities require access to the Confidential Information.

“**Logical Access Controls**” means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, based on the latest information technology (IT) security guidance. These include:

- individual user accounts;
- complex passwords eight (8) characters minimum, lower and upper case, numbers, special characters;
- access-based on role (privileged vs. non-privileged); and
- auditing.

“**Portable Storage Devices (PSDs)**” means devices that are portable and contain storage or memory into which users can store information, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks.

“**Protected B**” means a security level assigned to information or assets that, if compromised, could cause serious injury to an individual, organization or government.

“**System**” means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

“**Visitor**” means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by the CPTA’s access policies.

Privacy and Security Requirements

The parties to the CPTA Agreement are required to protect the Confidential Information in accordance with applicable direction and guidelines from the Treasury Board of Canada, or their equivalent in the case of the CPTA, with respect to the protection of “Protected B” data, including guidance from CSE (ITSG-33) which aligns with the ISO 27001 framework. Further as a federal government institution, the CPTA acknowledges that CMHC is subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and therefore the CPTA agrees to submit to whatever reasonable measures are necessary in order to ensure that CMHC can comply with these laws and their related regulations, policies, and directives (“**ATIP Legislation**”).

As such, the CPTA agrees: (i) to protect any Personal Information that it may access through the course of providing CPTA Services under this CPTA Agreement in a manner that is compatible

with provisions of ATIP Legislation; and (ii) that it has in place appropriate privacy protection measures to safeguard all the Confidential Information that it has access to under this CPTA Agreement. More specifically, the CPTA shall, as required by the provisions of Sections 5.1 and 5.2 of this CPTA Agreement, comply with the security requirements described below at all times.

The CPTA is required to acquire industry-leading compliancy reports such as SOC 2 Type 2.

Physical Access:

1. The Confidential Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments that provide a similar level of protection to the Confidential Information.

2. Access to the Confidential Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Exhibit 1 to this Schedule G, include maintaining an auditable trail on access to the Confidential Information by Identified Persons. Under no circumstances may Visitors be permitted to access the Confidential Information.

IT Storage and Transmission:

3. The CPTA shall ensure that the Confidential Information remains in Canada and expressly agrees to segregate the Confidential Information (whether in electronic format or in hard copy) from any other information in a database or repository either logically segregated or physically independent from all other databases or repositories. All Systems with access to the Confidential Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software.

4. Where the Confidential Information is held on PSDs, complex passwords with encryption will be used. The encryption level will meet the commercially accepted standards for “Protected B” information which aligns with the ISO 27001 framework. This applies equally to backups of the Confidential Information stored on PSDs.

5. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where the Confidential Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless the Confidential Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.

6. Network firewall rules will be in place such that no system processing the Confidential Information can communicate at the network layer with any system that can be accessed by non-Identified Persons.

Network firewall rules will also be in place such that no system processing the Confidential Information can be accessed at the network layer by a system outside of the secure area. The Confidential Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person.

Alternatively, the Confidential Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the Confidential Information will be encrypted whenever it is outside the secure area.

Physical Storage:

7. When not in use, PSDs containing the Confidential Information will be stored in secure containers. This applies equally to backups of the Confidential Information.

8. The Confidential Information will not be removed from the secure area (as described in point 1 above) in any format (e.g., printouts, PSDs, etc.), and in accordance with this Schedule G. When not in use, printed documents containing the Confidential Information will always be stored in secure containers.

Information Copying and Retention & Record Management:

9. Copies and extracts of the Confidential Information may only be made for the purposes of carrying out the permitted purposes as covered by this CPTA Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under Section 5.1 of this CPTA Agreement (as applicable).

10. Paper documents containing the Confidential Information will be destroyed (shredded) in a secure manner before disposal.

11. All electronic storage media used in the processing of the Confidential Information, including all back-up, PDSs, photocopiers and other electronic media where the Confidential Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest communications security establishment standards for “Protected B” information when disposing of such media, or when return or destruction of the Confidential Information is required pursuant to Section 5.1 of this CPTA Agreement (as applicable).

These security requirements will be communicated to all Identified Persons prior to them accessing the Confidential Information and be available for reference, as required.

EXHIBIT 1 to SCHEDULE G – Responsibilities of the Data Custodian

The Data Custodian designated by the CPTA will implement the following requirements:

1. Prepare a document for the use of the CPTA’s employees and contractors engaged by the CPTA, outlining the terms and conditions governing the use of the Confidential Information, as well as the procedures to send, receive, handle and store the Confidential Information (hereinafter the “**Confidentiality Document**”). The Confidentiality Document will include the following terms and conditions of this CPTA Agreement:

- a) Confidentiality of the Confidential Information, as specified in the CPTA Agreement;
- b) Use of the Confidential Information, as specified in the CPTA Agreement;
- c) Access to the Confidential Information, as specified in the CPTA Agreement; and
- d) Security Requirements, as specified in the CPTA Agreement.

2. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses the Confidential Information has acknowledged and agreed to comply with the terms of this CPTA Agreement and that they have read, understood and agree to comply with the terms and conditions of this CPTA Agreement as highlighted in the Confidentiality Document.

EXHIBIT 2 to SCHEDULE G – Service Locations and IT Security Controls

Service Location (Name and Place)	Nature of Services	Data Type	Type of access (is access to CMHC Development or production environments required. Please specify)	Proponent Personnel and subcontractors have obtained and are compliant with the security screening requirements of Section 5.1	Controls proposed by Proponent