

AMENDED AND RESTATED CUSTODIAN AGREEMENT

CUSTODIAN AGREEMENT made as of the 11th day of February, 2019 (the “**Agreement**”).

BETWEEN:

RBC GLOBAL ASSET MANAGEMENT INC., amalgamated under the federal laws of Canada (the “**Client**”, in its capacity as manager of the investment funds listed in Schedule “A” attached to this Agreement)

- and -

RBC INVESTOR SERVICES TRUST, a trust company incorporated under the laws of Canada (the “**Custodian**”)

WHEREAS Phillips, Hager & North Investment Management Ltd. (“**PH&N**”) and RBC Dexia Investor Services Trust (“**RBC Dexia**”) entered into a custodian agreement dated December 29, 2009 under which RBC Dexia agreed to provide custodial services to the Phillips, Hager & North Monthly Income Fund and the Phillips, Hager & North Canadian Equity Fund (the “**December 2009 Custodian Agreement**”);

AND WHEREAS effective January 26th, 2010, RBC Dexia agreed to provide custodial services to the RBC Institutional Government – Plus Cash Fund, RBC Institutional Cash Fund, RBC Institutional US\$ Cash Fund and RBC Institutional Long Cash Fund (collectively, the “**Cash Funds**”) on the same terms and conditions as the December 2009 Custodian Agreement;

AND WHEREAS, pursuant to a custodian agreement made as of February 9, 2004 between PH&N and State Street Trust Company Canada, as amended and restated from time to time (the “**Other Custodian Agreement**”), State Street provided custodial services to certain investment funds established by PH&N as settlor under a master trust agreement (the “**PH&N Funds**”) on and subject to the terms and conditions of the Other Custodian Agreement;

AND WHEREAS, PH&N and RBC Dexia amended and restated the December 2009 Custodian Agreement effective April 1, 2010 to appoint RBC Dexia as custodian of the PH&N Funds and the Phillips, Hager & North Custom Interest Rate Overlay Fund (the December 2009 Custodian Agreement as amended and restated, the “**April 2010 Custodian Agreement**”);

AND WHEREAS, PH&N and RBC Dexia amended and restated the April 2010 Custodian Agreement effective June 25, 2010 to appoint RBC Dexia as custodian of the PH&N Funds and the Phillips, Hager & North U.S. Multi-Style All-Cap Equity Fund (the April 2010 Custodian Agreement as amended and restated, the “**June 2010 Custodian Agreement**”);

AND WHEREAS, effective November 1, 2010, Phillips, Hager & North Investment Management is an operating division within the Client pursuant to the amalgamation of PH&N with its affiliate, RBC Asset Management Inc. to form RBC Global Asset Management Inc., the Client, which has all responsibilities and obligations of PH&N under the June 2010 Custodian Agreement and any amendments thereto;

AND WHEREAS, the Client and RBC Dexia amended and restated the June 2010 Custodian Agreement effective December 15, 2010 to appoint RBC Dexia as custodian of the PH&N Funds and the Phillips, Hager & North Extended Duration Long Bond Pension Trust (the June 2010 Custodian Agreement as amended and restated, the “**December 2010 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the December 2010 Custodian Agreement to appoint RBC Dexia as the custodian of the PH&N Funds and the Phillips, Hager & North LifeTime 2015 Fund, Phillips, Hager & North LifeTime 2020 Fund, Phillips, Hager & North LifeTime 2025 Fund, Phillips, Hager & North LifeTime 2030 Fund, Phillips, Hager & North LifeTime 2035 Fund, Phillips, Hager & North LifeTime 2040 Fund, Phillips, Hager & North LifeTime 2045 Fund, Phillips, Hager & North Canadian Equity Underlying Fund, Phillips, Hager & North Short Inflation-linked Bond Fund and Phillips, Hager & North Long Inflation-linked Bond Fund (the December 2010 Custodian Agreement as amended and restated, the “**January 2011 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the January 2011 Custodian Agreement to appoint RBC Dexia as the custodian of the PH&N Funds and the Phillips, Hager & North Institutional Gold & Precious Metals Fund (the January 2011 Custodian Agreement as amended and restated, the “**February 2011 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the February 2011 Custodian Agreement to appoint RBC Dexia as the custodian of the PH&N Funds and the Phillips, Hager & North Enhanced PRisM Long Fund and the Phillips, Hager & North Infrastructure Debt Fund (the February 2011 Custodian Agreement as amended and restated, the “**April 2011 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the April 2011 Custodian Agreement to appoint RBC Dexia as the custodian of the Phillips, Hager & North Corporate Bond Trust (the April 2011 Custodian Agreement as amended and restated, the “**May 2011 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the May 2011 Custodian Agreement to appoint RBC Dexia as the custodian of the Phillips, Hager & North QUBE Canadian Equity Fund and the Phillips, Hager & North QUBE Low Volatility Canadian Equity Fund (the May 2011 Custodian Agreement as amended and restated, the “**November 2011 Custodian Agreement**”);

AND WHEREAS, the Client and RBC Dexia amended and restated the November 2011 Custodian Agreement to appoint RBC Dexia as the custodian of the Phillips, Hager & North

Conservative Equity Income Fund (the November 2011 Custodian Agreement as amended and restated, the “**April 2012 Custodian Agreement**”);

AND WHEREAS RBC Dexia Investor Services Trust changed its name to RBC Investor Services Trust, the Custodian, with effect from July 27, 2012;

AND WHEREAS, the Client and the Custodian amended and restated the April 2012 Custodian Agreement to appoint the Custodian as the custodian of the Phillips, Hager & North BlueBay Emerging Market Debt Fund and the Phillips, Hager & North BlueBay Emerging Market Debt Fund (CAD Hedged) (the April 2012 Custodian Agreement, as amended and restated, the “**August 2012 Custodian Agreement**”);

AND WHEREAS the Client and the Custodian amended the August 2012 Custodian Agreement to appoint the Custodian as the custodian of the BlueBay Canadian Institutional Global High Yield Bond Fund and the Phillips, Hager & North Core Plus Bond Fund, and to remove the Custodian as custodian of the Phillips, Hager & North QUBE Low Volatility Canadian Equity Fund via an Amending Agreement between the Client and the Custodian made as of November 8, 2012 (the August 2012 Custodian Agreement, as amended, the “**November 2012 Custodian Agreement**”);

AND WHEREAS, the Client has established the Phillips, Hager & North Long Corporate Bond Trust and the Phillips, Hager & North 20+ Strip Fund as settlor under an amended and restated master trust agreement (Alternative and Non-81-102 Funds) dated as of June 5, 2013 (the “**June 2013 Trust Agreement**”) and changed the name of the Phillips, Hager & North Long Corporate Bond Pension Trust to the Phillips, Hager & North Long Investment Grade Corporate Bond Trust;

AND WHEREAS, the Client and the Custodian amended and restated the November 2012 Custodian Agreement as of June 5, 2013 to appoint the Custodian as custodian of the Phillips, Hager & North Long Corporate Bond Trust and the Phillips, Hager & North 20+ Strip Fund, and to reflect the name change of the Phillips, Hager & North Long Corporate Bond Pension Trust to the Phillips, Hager & North Long Investment Grade Corporate Bond Trust (the November 2012 Custodian Agreement, as amended and restated, the “**June 5, 2013 Custodian Agreement**”) in accordance with the terms and conditions of this Agreement;

AND WHEREAS, the Client and the Custodian amended and restated the June 5, 2013 Custodian Agreement as of June 24, 2013 to remove the Custodian as custodian of the RBC QUBE Canadian Equity Fund (the June 5, 2013 Custodian Agreement, as amended and restated, the “**June 24, 2013 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the June 24, 2013 Custodian Agreement as of July, 2013 in order to appoint the Custodian as custodian of the Phillips, Hager & North Enhanced Long Government Bond Fund (the June 24, 2013 Custodian Agreement, as amended and restated, the “**July 2013 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the July 2013 Custodian Agreement as of August 16, 2013 in order to appoint the Custodian as custodian of the RBC Multi-

Strategy Alpha Fund (the July 2013 Custodian Agreement, as amended and restated, the “**August 2013 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the August 2013 Custodian Agreement as of February 21, 2014 in order to appoint the Custodian as custodian of the Phillips, Hager & North Enhanced Long Bond Pension Trust (the August 2013 Custodian Agreement, as amended and restated, the “**February 2014 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the February 2014 Custodian Agreement as of April 14, 2014 in order to appoint the Custodian as custodian of the Phillips, Hager & North Custom Interest Rate Completion Fund (the February 2014 Custodian Agreement, as amended and restated, the “**April 2014 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the April 2014 Custodian Agreement as of June 20, 2014 in order to appoint the Custodian as custodian of the Phillips, Hager & North LifeTime 2050 Fund (the April 2014 Custodian Agreement, as amended and restated, the “**June 2014 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the June 2014 Custodian Agreement as of July 31, 2014 in order to appoint the Custodian as custodian of the Phillips, Hager & North Canadian Equity Underlying Fund II (the June 2014 Custodian Agreement, as amended and restated, the “**July 2014 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the July 2014 Custodian Agreement in order to (i) appoint the Custodian as custodian of the Phillips, Hager & North Long Core Plus Bond Fund and the Phillips, Hager & North High Yield Mortgage Fund as of March 27, 2015 and (ii) reflect the appointment of the Custodian as custodian of the RBC QUBE Market Neutral World Equity Fund (CAD Hedged) as of February 27, 2015 (the July 2014 Custodian Agreement, as amended and restated, the “**March 2015 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the March 2015 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North Private Placement Corporate Debt Fund as of January 11, 2016 (the March 2015 Custodian Agreement, as amended and restated, the “**January 2016 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the January 2016 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North Alpha Plus Bond Fund and the RBC Alpha Plus U.S. Equity Fund as of May 31, 2016 (the January 2016 Custodian Agreement, as amended and restated, the “**May 2016 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the May 2016 Custodian Agreement in order to appoint the Custodian as custodian of the RBC Total Return Growth Fund and the RBC Canadian Preferred Share Fund as of August 22, 2016 (the May 2016 Custodian Agreement, as amended and restated, the “**August 2016 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the August 2016 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North Enhanced

Corporate Bond Trust as of September 19, 2016 (the August 2016 Custodian Agreement, as amended and restated, the “**September 2016 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the September 2016 Custodian Agreement in order to appoint the Custodian as custodian of the RBC Fossil Fuel Free Global Equity Fund as of November 21, 2016 (the September 2016 Custodian Agreement, as amended and restated, the “**November 2016 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the November 2016 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North PRisM Levered Government Bond Fund as of January 9, 2017 (the November 2016 Custodian Agreement, as amended and restated, the “**January 2017 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the January 2017 Custodian Agreement in order to:

- (a) appoint the Custodian as custodian of the Phillips, Hager & North Municipal Plus Bond Fund, the Phillips, Hager & North Long Municipal Plus Bond Fund and the RBC QUBE Custom Global Equity Fund as of June 28, 2017;
- (b) reflect the removal of the Custodian as the custodian of the BonaVista Global Balanced Fund and the BonaVista Canadian Equity Value Fund (each closed as of May 26, 2017) and the Phillips, Hager & North BlueBay Emerging Market Debt Fund (CAD Hedged) (closed as of June 19, 2017);
- (c) remove the Custodian as the custodian of the Phillips, Hager & North Community Values Balanced Fund, the Phillips, Hager & North Community Values Canadian Equity Fund and the Phillips, Hager & North Community Values Global Equity Fund (each closing as a result of fund mergers as of June 30, 2017);
- (c) remove the Phillips, Hager & North Community Values Bond Fund and the Phillips, Hager & North Fossil Fuel Free Global Equity Fund to reflect their transition to another fund family as of June 30, 2017,

(the January 2017 Custodian Agreement, as amended and restated, the “**June 2017 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the June 2017 Custodian Agreement in order to:

- (a) appoint the Custodian as custodian of the Phillips, Hager & North Synthetic Floating Rate Fund as of January 22, 2018; and
- (b) reflect the removal of the Custodian as the custodian of the Phillips, Hager & North Extended Duration Long Bond Pension Trust (closed as of September 22, 2017)

and the Phillips, Hager & North Overseas Equity Pension Trust (closed as of December 12, 2017),

(the June 2017 Custodian Agreement, as amended and restated, the “**January 2018 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the January 2018 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North Short Investment Grade Corporate Bond Trust as of March 19, 2018 (the January 2018 Custodian Agreement, as amended and restated, the “**March 2018 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the March 2018 Custodian Agreement in order to appoint the Custodian as custodian of the Canadian Custom Long Term Fixed Income Fund and the RBC QUBE Stable Dividend Global Equity Fund (CAD Hedged) as of June 11, 2018 (the March 2018 Custodian Agreement, as amended and restated, the “**June 2018 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the June 2018 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North PRisM Long Corporate Bond Trust as of June 25, 2018 (the June 2018 Custodian Agreement, as amended and restated, the “**June 2018-II Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the June 2018-II Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North LifeTime 2055 Fund as of October 2, 2018 (the June 2018-II Custodian Agreement, as amended and restated, the “**October 2018 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the October 2018 Custodian Agreement in order to appoint the Custodian as custodian of the RBC International Small Cap Equity Fund as of December 19, 2018 (the October 2018 Custodian Agreement, as amended and restated, the “**December 2018 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian amended and restated the December 2018 Custodian Agreement in order to appoint the Custodian as custodian of the RBC Long/Short North American Equity Fund and the Phillips, Hager & North Long/Short Canadian Equity Fund as of January 2, 2019 (the December 2018 Custodian Agreement, as amended and restated, the “**January 2019 Custodian Agreement**”);

AND WHEREAS, the Client and the Custodian wish to amend and restate the January 2019 Custodian Agreement in order to appoint the Custodian as custodian of the Phillips, Hager & North Strategic Mortgage Fund as of February 11, 2019 (the January 2019 Custodian Agreement, as amended and restated, the “**Agreement**”);

AND WHEREAS, the Custodian is willing to act as custodian of the Property (as hereinafter defined) credited from time to time to accounts maintained for the benefit of the investment funds listed in Schedule “A” to this Agreement (each a “**Fund**” and collectively the “**Funds**”), and to

provide safekeeping and custodial services in respect of such assets all in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), it is agreed between the parties as follows:

SECTION 1 **CUSTODIAL SERVICES**

Section 1.1 **Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings ascribed to them below:

- (a) **“Account”** means one or more securities accounts in the name of a Fund maintained with the Custodian as a Securities Intermediary, to which Property held hereunder may be credited;

- (b) **“Act of Insolvency”** means that any of the following events have occurred:
 - (i) a party ceases to carry on its business;

 - (ii) a party commits any act of bankruptcy, becomes insolvent or admits its insolvency (as defined or provided for in any applicable statute);

 - (iii) any proceeding, voluntary or involuntary, is commenced respecting a party pursuant to any statute relating to bankruptcy, insolvency, reorganization of debts, winding up or dissolution, including any proceedings under the *Bankruptcy and Insolvency Act*, the *Companies’ Creditors Arrangement Act* or the *Winding-Up and Restructuring Act*, provided that if any such proceeding is involuntary, no Act of Insolvency shall be considered to have occurred if the relevant party is defending such proceeding;

 - (iv) a party passes any resolution for its liquidation, winding up or dissolution; or

 - (v) any receiver, manager, receiver and manager, trustee, sequester, custodian or liquidator or person or entity with similar powers is appointed judicially or extra-judicially for a party or for any property; provided that if any such person or entity is appointed extra-judicially, no Act of Insolvency shall be considered to have occurred if the relevant party is defending such appointment;

- (c) **“Affiliate”** means, with respect to a party, that party’s affiliated companies within the meaning of the *Business Corporations Act* (Ontario);

- (d) **“Agent”** means any agent, including but not limited to any service provider, advisor or other entity appointed by the Custodian to assist in providing services under this Agreement, and includes Affiliates and subsidiaries of the Custodian;
- (e) **“Applicable Law”** means any existing or future laws, regulations, policies or orders made and promulgated under statutory authority by any Canadian governmental or regulatory body, commission or agency purporting to have jurisdiction over the Client or a Fund, all as the same may be amended from time to time, including without limitation, the *Income Tax Act* (Canada) and similar, provincial or territorial legislation;
- (f) **“Business Day”** means any day on which The Toronto Stock Exchange is open for business;
- (g) **“Contractual Settlement Date”** has the meaning given in Section 1.10;
- (h) **“Corporate Actions”** means any conversion privileges, subscription rights, warrants or other rights or options available in connection with any Property, including those relating to the reorganization, recapitalization, takeover, consolidation, amalgamation, merger, liquidation, filing for or declaration of bankruptcy, plans of arrangement of any corporation or association;
- (i) **“Depository”** means any authorized domestic or foreign depository or clearing or settlement agency or system, including a transnational book-based system, and shall include CDS Clearing and Depository Services Inc. and its successors and assigns, and the Depository Trust Company;
- (j) **“Directions”** shall mean all directions, notices, requests, instructions and any other communications of the Client or any Investment Manager given to the Custodian in accordance with Section 2;
- (k) **“Fund” or “Funds”** mean one or more funds, as defined in the first recital of this Agreement, established pursuant to the trust agreement, as the same may be supplemented from time to time and as are reflected in Schedule "A" attached to this Agreement;
- (l) **“Investment Manager”** means any person or entity designated by the Client pursuant to Section 1.12;
- (m) **“NI 81-102”** means National Instrument 81-102 as amended, supplemented or restated from time to time;
- (n) **“PPSA”** means the *Personal Property Security Act* (Ontario) and any successor legislation thereto as amended and in effect from time to time;
- (o) **“Property”** at any time, means for each Fund, any property (including all assets, securities (including mortgages), cash (including any free credit balances), cash equivalents, currencies, and all rights thereto) of a Fund paid or delivered by the Client to, and accepted

by, the Custodian from time to time for credit to an Account, including any proceeds realized from the distribution of units or shares of that Fund, and any additions thereto, substitutions, proceeds, income, accretions, earnings and profits thereon, less any authorized payment therefrom; all such Property held by the Custodian in an Account for the Fund shall be treated as “financial assets” under the STA;

- (p) **“Securities Intermediary”** shall have the meaning set out in the STA;
- (q) **“STA”** means the Securities Transfer Act, 2006 (Ontario) and any successor legislation thereto as amended and in effect from time to time;
- (r) **“Voting Materials”** means all proxies, proxy solicitation materials and other communications received by the Custodian relating to the Property that call for voting.

Section 1.2 Appointment

The Client hereby appoints the Custodian, and the Custodian hereby accepts such appointment, as the custodian of the Property with responsibility for the safekeeping of the Property, subject to the terms of this Agreement.

Section 1.3 Subcustodians

- (a) The Custodian may appoint subcustodians (who may be affiliated with or otherwise related to the Custodian) to hold all or a portion of the Property and enter into subcustodianship agreements on terms consistent with this Agreement, provided, however, that written consent to such appointment has been provided by the Fund, acting through the Client. For the purposes of this Agreement, such consent is deemed to have been obtained in respect of the appointment of those subcustodians which are part of the Custodian’s international network of subcustodians upon the Custodian providing the Client with the Custodian’s terms and conditions of global custody services. Further, upon notice to the Client and any applicable Investment Manager, on behalf of the Funds, of the appointment of any additional subcustodians or any change in the Custodian’s international network, each Fund will be deemed to have consented to such appointment.
- (b) A subcustodian appointed by the Custodian shall be permitted to appoint a sub subcustodian only upon the prior written consent of the Custodian, and the Funds acting through the Client and shall enter into sub subcustody agreements on terms consistent with this Agreement. The term “sub-custodian” in this agreement shall include any “sub-sub-custodian”.
- (c) Any subcustodian appointed by or under the authority of the Custodian shall meet the requirements of NI 81-102 (whether or not a Fund is subject to NI 81-102) and any other guidelines, rules or laws for acting as a subcustodian prescribed by securities regulatory authorities in Canada from time to time or Applicable Law (the “**guidelines**”). The arrangements under which a sub-custodian is appointed shall be such that each sub-custodian agreement (i) complies with NI 81-102 (whether or not a Fund is subject to NI

81-102) and the applicable guidelines; (ii) will allow each of the Fund or the trustee or Client on behalf of the Fund, to enforce rights directly, or require the Custodian or a sub-custodian to enforce such rights, to the Property held by the appointed sub-custodian, and (iii) provides for the safekeeping of the Property on terms consistent with this Agreement. The Custodian shall annually review this Agreement and all subcustodian agreements to determine if those agreements are in compliance with NI 81-102 (whether or not a Fund is subject to NI 81-102), the guidelines and the requirements set out herein, and shall also make reasonable enquiries as to whether each subcustodian satisfies the applicable requirements of the guidelines. The Custodian shall make or cause to be made, any changes as may be necessary to ensure that this Agreement and the subcustodian agreements are in compliance with the guidelines, and that all subcustodians of the Funds satisfy such applicable requirements.

- (d) The Custodian shall, within 60 days following the end of each financial year of the Funds, advise the Funds in writing of the names and addresses of all subcustodians of the Funds, whether this Agreement and the subcustodian agreements are in compliance with NI 81-102 (whether or not a Fund is subject to NI 81-102) and the guidelines, and whether, to the best of the knowledge and belief of the Custodian, each subcustodian satisfies the applicable requirements of NI 81-102 (whether or not a Fund is subject to NI 81-102) and the guidelines. Where required under Applicable Law, the Client on behalf of the Funds shall deliver a copy of this report to the applicable securities regulatory authorities within 30 days after the filing of the annual financial statements of the Funds.
- (e) The appointment of one or more sub-custodians shall not relieve the Custodian of its own obligations as described in this Agreement.

Section 1.4 Holding of Property

Except as otherwise provided herein, all Property shall be held in Canada by the Custodian or a duly appointed subcustodian, or outside Canada by the Custodian or a duly appointed subcustodian if appropriate to facilitate portfolio transactions of a Fund outside Canada. Property may also be held in accordance with Directions where permitted by Applicable Law.

Depositories

The Custodian is also empowered to hold securities forming part of the Property through an account held with a Depository on the terms of business of the operators of such Depositories, and may effect settlement in accordance with the customary or established trading and processing practices and procedures in the jurisdiction or market in which any transaction in respect of the Property occurs. The Custodian shall be fully protected and absolved from any liability howsoever arising from effecting transactions in the foregoing manner except to the extent that such liability arises out of the Custodian's breach of its standard of care in carrying out Directions in connection with any Depository.

Depository Rules

Where Property is so held through a Depository, the Client confirms that it will not assert any claim in respect of such Property which would be contrary to the rules and procedures of that Depository, and will not knowingly act in any way which could result in the Custodian being in breach of any rule or procedure of that Depository.

Section 1.5 Recording of Property

All Property shall at all times and in all circumstances be clearly recorded in the books and records of the Custodian so as to show that the beneficial ownership of the Property is vested in the relevant Fund.

If Property is held by a subcustodian, such Property:

- (a) shall be identified in the books and records of the Custodian as being held on behalf of, or registered in the name of, the relevant Fund by that subcustodian; and
- (b) shall be maintained and clearly recorded by the subcustodian in an account holding only property for customers of the Custodian, and shall be transferred or dealt with by the subcustodian only on the instructions of the Custodian.

In the event that a Depository is used to hold Property, such Property shall be identified by that Depository in its books as being held for the account of the Custodian on behalf of its clients. In the event that a subcustodian uses a Depository to hold Property, such Property shall be identified by that Depository in its books as being held for the account of the subcustodian on behalf of its clients. For clarity, the records of the Custodian shall contain an account number or other designation to show that the beneficial ownership of the portfolio assets held by the Custodian or any subcustodian and deposited in a Depository is vested in the Fund.

The Custodian may commingle Property with property of other clients of the Custodian (but not with property held for the Custodian's own account), in which case the Fund shall be entitled, in common with those other clients, to its proportionate share of such Property so held and/or the rights thereto.

Section 1.6 Registration of Property

Property may be registered in the Custodian's own name, in the name of a subcustodian appointed under this Agreement, in the name of a Depository, or any of their respective nominees, or in bearer form, in accordance with the requirements of NI 81-102 (whether or not a Fund is subject to NI 81-102).

Section 1.7 Accounting

The Custodian shall account for all Property received by it and take all reasonable steps to collect

and receive all income, principal, interest, dividends and other payments or distributions arising from or accruing to the Property when due, and all proceeds of disposition of Property. The Custodian shall disburse or retain any income received thereon and/or capital pursuant to Directions and provide monthly statements of account in such format as may be agreed to by the parties. In addition, the Custodian shall make available to the Client, through its secured access channel Viewfinder, certain custodial reports, including but not limited to transaction history, position and entitlements activity reports, with respect to each transaction in respect of the Property on the business day next following the day on which the transaction took place. The Custodian agrees to assist the Client with reasonable requests to provide additional information in order to satisfy the reasonable requirements of the Client and Applicable Law with respect to the Property. The Client will within ninety (90) days following the issue date of the statement give the Custodian written notice of any alleged omissions from or additions wrongly made to or inaccurate entries in such statement. The Client agrees that at the end of the ninety (90) day period the statement may be invoked by the Custodian as conclusive evidence without any further proof that, except as to any alleged errors of which the Custodian has been so notified, all the entries in the Client's statement are correct.

Section 1.8 Withdrawal of Property

All Property held by the Custodian shall be surrendered only in accordance with Directions except as otherwise provided in this Agreement. The Custodian shall have no duty or responsibility in respect of the application of the Property so withdrawn, or withdrawn on termination of this Agreement.

Section 1.9 Services to be Performed by the Custodian

A. Services Performed pursuant to Directions

The Custodian shall, on Direction:

- (a) settle on behalf of a Fund the purchase and sale of Property;
- (b) complete and process such Voting Materials and process Corporate Actions, provided that the Client or Investment Manager has provided Directions to the Custodian within the time frames specified by the Custodian in any such Voting Materials or Corporate Action notice applicable thereto. Where Directions have not been provided by the Client or Investment Manager within such time frames, the Custodian will take no action except only in the case of Corporate Actions and where a default option exists, the Fund will receive such default option as outlined in the notice. In the event that Directions are provided by the Client or the Investment Manager after such time frames, the Custodian shall use reasonable efforts to process such Corporate Actions or Voting Materials but the Custodian shall have no liability for failure to process such Voting Materials or Corporate Actions;
- (c) borrow money against the security of the Property, provided that the Client hereby authorizes the Custodian to pay the principal of and interest charged on such borrowing out of the Property and for such purpose to liquidate sufficient Property as the Custodian

may select upon reasonable consultation with the Client, in respect of the relevant Fund, in accordance with section 3 herein;

- (d) settle the purchase, sale and exchange of contracts for derivative products, including without limitation:
 - (i) any rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transactions (including options with respect to any of these transactions and any combination of these transactions);
 - (ii) any repurchase transaction, reverse repurchase transactions or buy/sell back transaction;
 - (iii) forward contracts;
 - (iv) financial and/or stock index futures contracts;
 - (v) contracts under which the rights and/or liabilities of the parties are determined by reference to a financial and/or stock index or securities or commodities;
 - (vi) contracts or other instruments or strategies the value of which is based upon the market price, value or level of an index or the market price or value of a security, commodity, economic indicator or financial instrument or bench mark, or the value of a specified account in which securities, commodities and/or derivative transactions or any combination of such transactions may be carried out;
 - (vii) put and call options on securities, contracts, instruments, or derivative products; and
 - (viii) any transaction similar to any of those enumerated above that is currently or in the future becomes regularly entered into in the financial markets and that is a forward, swap, future or option on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or debt instruments, or economic indices or measures of economic risk or value;

whether or not such derivative products, contracts or transactions or any underlying interest are traded over-the-counter or on an exchange, provided that the Custodian shall not be obliged or required to do so unless it remains indemnified to its satisfaction, acting reasonably, against all expenses and liabilities sustained or anticipated by the Custodian by reason thereof;

- (e) enter into and settle foreign exchange transactions, on behalf of the Client, for purposes of facilitating settlement of trades of Property or otherwise, with such counterparties (including but not limited to the Custodian acting as principal or its Affiliates) as the Client directs;
- (f) participate on behalf of a Fund in a securities lending program, in any jurisdiction in which securities are held hereunder, administered by the Custodian or its Affiliate (the "**Program**") on such terms and conditions as the Client and the Custodian or its Affiliate agree.

B. Services to be performed without Directions

The Custodian may, without Direction:

- (a) take all reasonable steps to collect and receive all income, principal, dividends and other payments and distributions when due in respect of any Property in its custody and promptly credit all cash receipts received by it for the account of the relevant Fund;
- (b) with respect to Voting Materials, promptly forward, or arrange to have promptly forwarded, to the Client (or such Investment Manager which the Client has designated as having responsibility for a security which forms part of the Property) all Voting Materials which the Custodian receives;
- (c) with respect to Corporate Actions, promptly forward to the Client or on Direction from the Client, to an Investment Manager, a Corporate Action notice that contains a summary of information which is actually received by the Custodian from third party sources believed by the Custodian to be reliable, and request Directions with respect to such Corporate Action where required. For greater certainty, other than as described in this paragraph and in paragraph 1.9 B. (c) above, the Custodian shall not be obligated to forward or summarize any other shareholder communications, including shareholder mailings, notices or reports, and the Custodian shall have no responsibility or liability for ensuring the accuracy or adequacy of such third party information contained in any such Voting Materials or Corporate Action notice;
- (d) with respect to any other written information (including, without limitation, pendency of calls, maturities of securities and expiration of rights in connection therewith) received by the Custodian or by its subcustodians in respect of Property, transmit such information to the Client;
- (e) in its sole discretion, advance monies by way of overdraft to a Fund for the purposes of settlement of portfolio transactions, on such terms and conditions as the Custodian may in its sole discretion determine, provided that the Client hereby authorizes the Custodian to, with prior notice to the Client, pay the principal of and interest charged on any such advances out of the Property of that Fund and, if a Fund does not hold sufficient cash to make such payments, dispose of other Property of the applicable Fund, as the Custodian may in its sole discretion select, upon reasonable consultation with the Client, in sufficient

amounts for such purpose, and in accordance with sections 3.4 and 3.5 herein. For greater certainty, no Fund shall have liability for any obligations of another Fund on account of any overdraft in that other Fund's account; and,

- (f) do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned in this Agreement, as the Custodian may deem necessary to carry out the Custodian's rights and obligations under this Agreement.

Section 1.10 Contractual Settlement

The Custodian shall, in jurisdictions where settlement practices permit, credit the Property of a Fund, in connection with the receipt of interest or dividends or the maturity, sale or redemption of any security held hereunder, and debit the Property of a Fund, in connection with the purchase of any security, on the Contractual Settlement Date with respect thereto, whether or not such monies have been received, or payment made, by the Contractual Settlement Date. However, if after a reasonable time (as determined by the Custodian in accordance with standard industry practice) following the Contractual Settlement Date any such payment or receipt shall fail to take place for any reason other than the failure of the Custodian to make payment against delivery or delivery against payments, all related credits and debits shall be reversed and adjusted to reflect the failure of the transaction to take place.

"Contractual Settlement Date" means:

- (a) with respect to the purchase or sale of any bond or stock, the date the parties have contracted to settle the trade, provided the Custodian has received reasonable notice;
- (b) with respect to the purchase or sale of any short term money market investments, the date specified by the Client at the time at which it gave instructions to the Custodian;
- (c) with respect to the maturity of a security, the maturity date; and
- (d) with respect to interest and dividend payments, the due date established by the payor.

Section 1.11 Cash Balances

The Custodian may retain uninvested cash balances from time to time on hand in any of the Funds and may, in its sole discretion hold such cash balances on deposit with a bank or such other deposit taking institution, including the Custodian or its Affiliates, in any jurisdiction in such interest bearing account as the Custodian in its sole discretion may determine.

For greater certainty, the parties agree that all free credit balances standing to the credit of any Account, including un-invested cash balances, shall constitute "financial assets" for the purposes of the STA and shall be subject to the security interest provided in Section 3 of this Agreement.

Section 1.12 Investment Management

The Client shall be responsible for the investment management of the Property and all investment decisions. For greater certainty, it is hereby confirmed that the Custodian shall have no responsibility for any trading of securities forming part of the Property, nor shall the Custodian have any responsibility for the investment management of the Property or for the investment decisions except for carrying out Directions.

The Client may designate one or more Investment Managers to manage the investment of some or all of the Property in respect of one or any of the Funds and to provide Directions to the Custodian with regard to such Property. Such appointment and designation of such Property must be made to the Custodian by the Client by way of Directions. The Custodian may assume that the designation of an Investment Manager continues in force until it receives written notice to the contrary from the Client by way of Directions.

SECTION 2 DIRECTIONS AND COMMUNICATIONS

2.1 Directions

All Directions shall be given in one of the methods authorized by Section 2.3 below and shall be given by an Authorized Individual (as defined below).

The Client and each Investment Manager shall, from time to time, provide to the Custodian a certificate, substantially in the form set out in Schedule "B" hereto, signed by the President, a Vice-President or the Secretary of the Client or the Investment Manager, as the case may be, stating the name(s) and title(s) of the authorized officer(s), person(s) or representative(s) authorized to act on behalf of the Client or the Investment Manager, as the case may be, together with specimen signatures of all such authorized officers, persons or representatives (“**Authorized Individuals**”). The Client and each Investment Manager shall keep the Custodian informed as to any changes in its authorized signatories, and the Custodian shall be entitled to rely upon the identification of such persons as specified in each such certificate as the persons entitled to act on behalf of the Client and such Investment Manager for the purposes of this Agreement until a later certificate respecting the same is delivered to the Custodian.

Without limiting the foregoing, in the case of Directions sent through one of the Custodian’s secured access channels, including Investor Services Online, or sent directly between electromechanical or electronic terminals (including, subject to Section 2.7, the internet or unsecured lines of communication), the parties acknowledge that it may not be possible for such Directions to be executed, however the Custodian shall nevertheless be protected in relying on such Directions as if they were written Directions from the Client or the Investment Manager, as the case may be, executed by an authorized signatory of the Client or the Investment Manager, as the case may be. The Custodian shall be entitled, without further inquiry or investigation, to assume that such Directions have been duly and properly issued by the Client or the Investment Manager, as the case may be, and that the sender(s) is/are duly authorized to act, and to provide Directions, on behalf of the Client and the Investment Manager, as case the may be.

Without limitation, the Custodian shall:

- (a) be fully protected in acting upon any Direction believed by it to be genuine, acting in good faith, and presented by an Authorized Individual(s); and
- (b) be under no duty to make any investigation or inquiry as to any statement contained in any such Direction but may accept such statement as conclusive evidence of the truth and accuracy of such statement.

2.2 Limitations in respect of Directions

The Custodian shall act in accordance with Directions given by an Authorized Individual in accordance with this Section 2, and shall be fully protected and absolved from any liability arising therefrom provided that the Custodian has implemented such Directions in accordance with the standard of care described in section 4.1 herein. Further, notwithstanding anything else in this Agreement, the Custodian shall not be required to comply with Directions to settle the purchase of any securities on behalf of a Fund unless there is sufficient cash in a Fund at the time, nor shall the Custodian be required to comply with Directions to settle the sale of any securities on behalf of a Fund unless such securities are in deliverable form. If the Custodian is not provided with Directions when required hereunder, then the Custodian shall be fully protected and absolved from any liability arising from the failure to act in the absence of Directions.

2.3 Methods of Communication

All communications hereunder (including, for greater certainty, Directions) must be given by one of the following methods of communication:

- personal or courier delivery;
- prepaid ordinary mail;
- authenticated telex;
- facsimile;
- S.W.I.F.T.;
- one of the Custodian's secured client access channels, including Investor Services Online;
- directly between electromechanical or electronic terminals (including, subject to Section 2.7, the internet or unsecured lines of communication); or
- telephone (subject to Section 2.5).

Communications should be addressed, as applicable, as follows:

(a) in the case of the Custodian:

RBC Investor Services Trust
155 Wellington Street West, 2nd Floor
P.O. Box 7500, Station "A"
Toronto, Ontario
M5V 3L3

Attention: Director or Senior Manager, Client Management - Funds

Facsimile: (416) 955-8571

(b) in the case of the Client:

RBC Global Asset Management Inc.
Phillips, Hager & North Investment Management
Waterfront Centre, 20th Floor
200 Burrard Street
Vancouver, British Columbia
V6C 3N5

Attention: Heidi Johnston, CFO, RBC GAM Funds

Telephone: (604) 408-6100

Facsimile: (604) 685-5712

or at such other address and number as the party to whom such communication is to be given shall have last notified to the party giving the same in the manner provided in this Section.

2.4 Deemed Delivery

Any communication delivered personally shall be deemed to have been given and received on the day it is so delivered (or if that day is not a Business Day, on the next succeeding Business Day). Subject to disruptions in the postal service, any communication sent by prepaid ordinary mail shall be deemed to have been given and received on the fifth Business Day following the date of mailing. Any communication given by authenticated telex, facsimile, S.W.I.F.T., one of the Custodian's secured client access channels or directly between electromechanical or electronic terminals (including, subject to Section 2.7, the internet or unsecured lines of communication) shall be deemed to have been given and received on the Business Day it is transmitted provided that it was received before 3:00 p.m. (Toronto time), and, if received after 3:00 p.m. (Toronto time), it shall be deemed to have been given and received on the Business Day following the day of transmission provided in each case that confirmation of transmission is available from the party giving the communication.

Nothing in this Agreement shall create an obligation for the Custodian to constantly monitor its electronic communication equipment, provided that regular monitoring is performed within business hours of the Custodian where communications are sent and the Custodian will not be held

liable for an omission to act from not receiving electronically transmitted communications (including, without limitation, Directions). In the event of any disagreement as to whether electronic communications (including, without limitation, Directions) have been received by the Custodian, the sender will have the onus of proving that such electronic communications have been so received.

2.5 Telephone Directions

With respect to telephone Directions, the Client shall endeavor to forward written Directions confirming such telephone Directions on the same day that such verbal Directions are given to the Custodian. The fact that such confirming written Directions are not received or that contrary Directions are received by the Custodian shall in no way affect the validity of any transactions effected by the Custodian on the basis of the telephone Directions.

2.6 Recording of Telephone Communications

The Client acknowledges and agrees that some or all telephone communications between the parties, including, without limitation, Directions, may be recorded by the Custodian. In the event of any disagreement as to the content of any communication given by telephone, the Custodian's recording will be conclusive and determinative of the contents of such communication.

2.7 Internet

The Client agrees and confirms, in connection with the services provided by the Custodian to the Funds listed in Schedule "A" pursuant to agreements in place between the Funds and the Custodian, that the Custodian may forward reports and information to the Client and/or to the Client's authorized agents, and may receive and act upon communications and instructions (including without limitation, Directions) received from the Client and/or the Client's authorized agents, through use of the internet or any other electronic means of communication which is not secure.

The Client agrees and acknowledges that the internet is not a secure or confidential means of communication, and that accordingly, there are certain risks inherent in its use. The Client therefore agrees that the Custodian shall bear no responsibility or liability whatsoever for any errors and omissions, or direct, indirect or consequential losses or damages that are directly attributable to the use of the internet as a means of communication, including any losses or damages arising from viruses or worms, or the interception, tampering or breach of confidentiality of data or information transmitted which is not encrypted and authenticated in accordance with the Custodian's encryption standards.

The Client also agrees that the Custodian may rely and act upon any email instructions or Directions given by an Authorized Person believed by it to be genuine, acting in good faith, received via the internet from the Client, without the Custodian having to take any further actions of any kind to verify or otherwise ascertain the validity of such instructions or Directions, and any such instructions or Directions shall be binding on the Client on whose behalf the e-mail instructions or Directions shall have been given and that the Client shall not make any claim or

take any action or proceedings against the Custodian for any losses or damages whatsoever suffered by reason of the Custodian accepting and acting upon such instructions or Directions provided that the Custodian has implemented such Directions or instructions in accordance with the Standard of Care.

SECTION 3

FEES, EXPENSES, SECURITY INTEREST AND RIGHT OF SET-OFF

Section 3.1 Fees

In consideration of the services provided by the Custodian hereunder, the Custodian shall be paid such compensation as may from time to time be agreed upon in writing between the Client and the Custodian. In addition, the Custodian shall be reimbursed for any disbursements and expenses incurred in the performance of its duties hereunder.

Section 3.2 Statements

The Custodian shall send to the Client itemized statements setting out the amount of all compensation, disbursements and expenses provided for in Section 3.1, and such amounts shall be due and payable within thirty (30) days after the date on which such invoice was sent by the Custodian to the Client.

Section 3.3 Right to Withhold Services Pending Payment

Notwithstanding any other provision of this Agreement, the Custodian, acting reasonably, shall not be obliged to act upon any Directions in respect of a Fund (including the delivery of any Property of that Fund to any person) until all the amounts due and owing to the Custodian in connection with that Fund under this Agreement have been paid in full. The Custodian shall give the Client and/or any Investment Manager notice of its decision not to act as soon as practicable thereafter.

Section 3.4 Security Interest to Secure Obligations

The Client, on behalf of the Fund, hereby assigns, conveys, mortgages, pledges, hypothecates, and charges in favour of, and grants a security interest to the Custodian in all of the Fund's right, title and interest in and to all Property now owned or hereafter acquired by the Fund and held in custody by the Custodian pursuant to this Agreement and all proceeds thereof, as continuing collateral security for the due payment and performance of the obligations, liabilities and indebtedness of the Client to the Custodian from time to time, whether present or future, absolute or contingent, liquidated or unliquidated, in any currency or otherwise, arising pursuant to this Agreement in respect of unpaid fees, disbursements, expenses, and overdraft amounts for the purpose of executing and settling trades and in connection with foreign exchange transactions (collectively, the "**Obligations**").

The Client and the Custodian agree that it is their intention that the security interests hereby created shall attach immediately to any Property in which the Fund has any interest on the date hereof,

and, with respect to after-acquired Property, forthwith at the time the Fund acquires an interest therein, all in accordance with the terms hereof.

The Client acknowledges and agrees that the Custodian shall be under no obligation to waive, subordinate or discharge such security interest except upon the indefeasible payment and satisfaction in full of the Obligations.

Section 3.5 Right of Deduction and Set-off

If and to the extent that at any time any Obligations owing to the Custodian hereunder are outstanding and unpaid, in addition to any right or remedy that the Custodian may otherwise have hereunder or under any Applicable Law, the Custodian is hereby authorized, in its discretion (upon reasonable notice in the circumstances to the Client on behalf of the Fund and in accordance with Applicable Law), both before and after demand or judgment, and whether or not default has occurred hereunder:

- (a) to sell, as Agent for the Client, such portion of the Property (which, for the purposes of this Section shall include any account with any third party with whom cash has been deposited by the Custodian on behalf of the Fund) as may be required to satisfy any such unpaid Obligations, on such commercially reasonable terms as the Custodian thinks fit in its discretion, and
- (b) set off against and deduct from the proceeds of any such sale owing to the Client such amounts of such unpaid Obligations as the Custodian thinks fit in its discretion, and account for any surplus to the Client;

it being agreed and understood by the Client that the exercise of the Custodian's rights under this Section 3.5 shall not be construed as the exercise of a right of realization in respect of the security interest created under Section 3.4 but a separate right of set-off.

SECTION 4 STANDARD OF CARE

Section 4.1 Standard of Care

The Custodian, in carrying out its duties under this Agreement shall exercise:

- (i) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances; or
- (ii) at least the same degree of care diligence and skill that it exercises with respect to its own property of a similar kind, if this is a higher degree of care than the degree of care referred to in paragraph (i).

Section 4.2 Liability of the Custodian

Except to the extent that the Custodian has not complied with Section 4.1, the Custodian shall not be liable for any act or omission in the course of, or connected to, rendering services hereunder or for loss to, or diminution of, the Property. In no event shall the Custodian be liable for any consequential or special damages, including but not limited to loss of reputation, goodwill or business.

Section 4.3 Limitation of Responsibility

For greater certainty, and except to the extent that the Custodian has breached the standard of care set out in Section 4.1 of this Agreement, the Custodian shall not be responsible for:

- (a) the authenticity or validity of title to any Property which the Custodian did not arrange itself to have appropriately registered;
- (b) any act or omission required or demanded by any governmental, taxing, regulatory or other competent authority in any country in which all or part of the Property is held or which has jurisdiction over the Custodian or the Client;
- (c) any loss resulting from official action (including nationalisation and expropriation), currency restrictions or devaluations, acts or threat of war or terrorism, insurrection, revolution or civil disturbance, acts of God, strikes or work stoppages, inability of any Depository or other settlement system to settle transactions, interruptions in postal, telephone, telex and/or other communication systems or in power supply, the failure of any third party appointed by the Client to fulfil its obligations hereunder, or any other event or factor beyond the reasonable control of the Custodian;
- (d) any failure to act on Directions, if the Custodian reasonably believed that to do so might result in breach of any Applicable Law or regulation (whether or not having the force of law) or the terms of this Agreement (but no duty of the Custodian to comply with any such law or regulation, or in respect of this Agreement, shall be implied from the foregoing); or,
- (e) any Property which it does not hold or which is not directly controlled by it, its Affiliates or its appointed Agents (including sub-custodians).

Section 4.4 Indemnification of the Custodian

To the extent permitted by NI 81-102 (whether or not a Fund is governed by NI 81-102) and Applicable Law, the Custodian, its directors, officers, and employees (collectively, the “**Indemnified Parties**”), shall at all times be indemnified and saved harmless by the applicable Fund(s) on a several basis from and against all taxes, duties, charges, costs, reasonably incurred expenses, damages, claims, actions, demands and any other liability whatsoever to which the Indemnified Parties, or any of them, may become subject, including reasonably incurred legal fees and expenses but excluding consequential damages (collectively, “**Losses**”), in respect of anything done or omitted to be done in connection with this Agreement, except to the extent occasioned by the negligence, wilful misconduct, fraud or lack of good faith of any Indemnified Party or a failure of an Indemnified Party to meet the standard of care described in Section 4.1. For greater certainty,

the foregoing does not make the commencement of formal legal proceedings a precondition for indemnification hereunder. If, at the Client's request, any Indemnified Party should agree to appear in, prosecute, defend or otherwise act in relation to any process or proceeding, either in its own name or in the name of its nominee, that Indemnified Party shall first be indemnified to its satisfaction.

Section 4.5 Indemnification of the Funds

The Custodian shall indemnify and hold the Funds harmless from and against any and all charges, reasonable costs and expenses (including reasonable legal fees and expenses), damages, claims, actions, demands and any other liability whatsoever to which the Funds may become subject, arising out of the negligence, willful misconduct, fraud, lack of good faith or material breach of the standard of care set out in Section 4.1 by the Custodian (collectively referred to as "**Fund Losses**"); provided, however, that this indemnity shall not apply in respect of any Fund Losses to the extent that such Fund Losses relate to or arise from real estate investment mortgages held by any Fund or Funds. For greater certainty, the exclusion against consequential or special damages contained in Section 4.2 herein shall apply without limitation to this subsection.

Section 4.6 Exclusion of Liability of Unitholders

No holder of units of the Funds and no annuitant or beneficiary under a registered retirement savings plan, registered retirement income fund, registered education savings plan, deferred profit sharing plan or tax free savings plan of which any holder of units of a Fund is a trustee or carrier shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with Property or obligations or the affairs of a Fund and all such persons shall look solely to the Property for satisfaction of claims of any nature arising out of or in connection therewith and the Property only shall be subject to levy or execution.

SECTION 5 AGENTS AND THIRD PARTIES

Section 5.1 Agents

The Custodian may appoint Agents (which may be affiliated with or otherwise connected to the Custodian or any subcustodian) to conduct any of the services to be performed by the Custodian as required under the Agreement provided that the appointment of one or more agents shall not relieve the Custodian from its obligations under this Agreement.

Section 5.2 Selection and Monitoring for Agents, Subcustodians and Nominees

The Custodian shall act in accordance with its standard of care set out in Section 4.1 of this Agreement in the selection and monitoring of such Agents and subcustodians.

Section 5.3 Liability for Subcustodians, Nominees, Agents and Depositories

Subject to Sections 5.5 and 5.6 below, if a Fund suffers a loss as a result of any act or omission of

a sub-custodian or its nominee, or of any other Agent appointed by the Custodian (rather than appointed by the Client) and if such loss is directly attributable to the failure of such sub-custodian or its nominee or such other Agent appointed by the Custodian to exercise, in the provision of any service to be provided by it under this Agreement, (i) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances; or (ii) at least the same degree of care as they would exercise with respect to their own property of a similar kind (if this is a higher degree of care than the degree of care referred to in paragraph (i) herein, then the Custodian shall assume liability for such loss directly, and shall reimburse the Fund accordingly. Other than as stated above, the Custodian shall be fully protected and absolved from liability howsoever arising from any acts or omissions of sub-custodians or their nominees, or other Agents appointed by the Custodian or appointed by the Client.

Section 5.4 Rights of Agents, Subcustodians and Nominees

For greater certainty, any rights, powers, authorities, benefits, and limitations on liability or responsibility whatsoever granted to the Custodian under this Agreement or conferred upon the Custodian otherwise at law shall be deemed to have been granted to any and all nominees, Agents and subcustodians duly appointed by the Custodian, and in furtherance thereof, any references to “the Custodian” herein shall be construed as references to such nominees, Agents or subcustodians, as the context requires.

Section 5.5 Loss from Agent/Subcustodian Insolvency

For greater certainty, the Custodian shall not be responsible for any loss or diminution in respect of any or all Property resulting from the bankruptcy or insolvency of any such Agent of the Custodian, except to the extent that the Custodian fails to meet its standard of care set out in Section 4.1 with respect to the selection and monitoring of such Agent.

Section 5.6 Designated Markets

In order to provide services to the Client pursuant to this Agreement, the Custodian is required to engage subcustodians in certain markets, which have been identified as being high risk and designated as “Designated Markets” in Schedule “C” to this Agreement. A Designated Market is a market where the risks of engaging a subcustodian or Agent are significantly greater than they would be in more established markets. Accordingly, notwithstanding any other provision of this Agreement, where the Custodian is providing custodial services in Designated Markets (whether directly or through a subcustodian) in respect of a Fund, the Custodian may not be able to accept some of the liabilities for the acts of its subcustodians and Agents which are otherwise contemplated by this Agreement.

Where the Custodian engages a subcustodian or Agent in a Designated Market, the Client acknowledges and agrees that any negligence, wilful misconduct, or lack of good faith of a subcustodian or Agent will not constitute a breach of the standard of care or negligence of the Custodian for purposes of this Agreement. However, for greater certainty, nothing is intended to limit the responsibility of the Custodian under this Agreement for the selection and ongoing monitoring of its Agents and subcustodians.

As necessary from time to time, the Custodian will advise the Client through written notice of any additions or deletions to Schedule “C” and any such additional market shall be deemed to be a Designated Market for all purposes of this Agreement sixty days following such notification.

The Client also acknowledges that the Client and/or its other managers of, or advisors to, the Funds have responsibility for apprising themselves of the specific risks to the Funds involved in the investment and reinvestment of the Funds’ Property in all markets in which the Funds’ Property is located from time to time.

Section 5.7 Experts

The Custodian may rely and act upon any statement, report or opinion prepared by or any advice received from the auditor of the Funds as appointed by the Client from time to time, or from solicitors or other professional advisors of the Funds and shall not be responsible nor held liable for any loss or damage resulting from so relying or acting if the advice was within the area of professional competence of the person from whom it was received, the Custodian acted in good faith in relying thereon and the professional advisor was aware that the Custodian was receiving the advice in its capacity as custodian of the Property and the Custodian acted in good faith in relying thereon.

SECTION 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 Client’s Representations and Warranties

The Client hereby represents and warrants that it has full power and authority to enter into this Agreement, and to perform all of its obligations hereunder, and more specifically and without limitation:

- (a) to grant to the Custodian the powers and authorities granted to it pursuant to this Agreement, including all powers and authorities in respect of each of the Funds and any Property credited thereto;
- (b) to authorize the Custodian to establish one or more bank accounts in the name of each of the Funds with the Custodian;
- (c) to give Directions in relation to the safekeeping and custody of the Property, and to authorize others to do so where applicable, all in accordance with Section 2; and
- (d) that it has obtained all of the necessary authorizations, including, if applicable, authorization by each of the Funds to enter into this Agreement on each Fund's behalf.

Section 6.2 Custodian’s Representations and Warranties

The Custodian hereby represents and warrants that it has full power and authority to enter into this Agreement, and to perform all of its obligations hereunder, and more specifically and without limitation:

- (a) is qualified to act as a Custodian having regard to the requirements applicable to Custodians described in NI 81-102 (whether or not a Fund is subject to NI 81-102) and all Applicable Laws and undertakes to notify the Client forthwith if at any time such status changes;
- (b) has the power and authority under Applicable Law and its constituting documents to enter into and perform its obligations under this Agreement, this Agreement has been duly executed and delivered by the Custodian and this Agreement constitutes a legal, valid and binding obligation of the Custodian, enforceable against the Custodian in accordance with its terms; and
- (c) has in place a business continuity plan for ensuring the continuation of its services and obligations under this Agreement in the event of problems affecting the Custodian’s operation, including systems breakdown and natural disaster (the “**Continuity Program**”), and such Continuity Program is tested by the Custodian in a commercially reasonable manner.

SECTION 7 AMENDMENT AND TERMINATION OF AGREEMENT

Section 7.1 Amendments

This Agreement may be amended at any time and from time to time, in whole or in part, by written agreement of the Client and the Custodian.

Section 7.2 Termination

A. Rights of Termination by the Client

The Client may terminate this Agreement without penalty:

- (a) immediately without notice if the Custodian has ceased to be qualified to act as a custodian of the Property under the provisions of Applicable Law or if the Custodian has committed an Act of Insolvency;
- (b) on 30 days’ notice in the event that there is a material breach of the standard of care described in Section 4.1 resulting from a breach of, or a failure to observe or perform, any term or condition of this Agreement on the part of the Custodian which is not remedied within 60 days after written notice from the Client requiring the same to be remedied;

- (c) in the event of the consolidation of a Fund with one or more Funds or the termination of a Fund, on 30 days' notice unless otherwise agreed with respect to such Fund, without terminating this Agreement with respect to the remaining Funds; or
- (d) on 90 days prior written notice to the Custodian.

B. Rights of Termination by the Custodian

The Custodian may terminate this Agreement without penalty:

- (a) immediately without notice if the Client has committed an Act of Insolvency;
- (b) on 90 days' prior written notice to the Client.

Section 7.3 Delivery of Property on Termination

Except as otherwise provided herein, the Custodian hereby agrees upon termination of this Agreement to deliver to or to the order of the Client all Property and copies of all books, records, documents, papers and electronic data which are in the possession of the Custodian, the Custodian's sub-custodians and their respective agents which would reasonably be expected to be necessary in order for a successor custodian to provide custodial services relating to the Property within a timeframe that is in accordance with industry standards. In the case of Securities held in bearer form or registered in the name of a nominee, the Client hereby agrees to accept delivery of any securities of the same class and denomination in place of those delivered to or acquired by the Funds.

SECTION 8
CONFIDENTIALITY AND SHARING OF INFORMATION

Section 8.1 Confidentiality

Subject to Section 9.3(a)(vii) of this Agreement, each party shall hold in confidence all information relating to the Property and this Agreement (collectively, the "**Confidential Information**") and may only release such information to others where required by law, where such information was within such party's possession on a non-confidential basis prior to it being provided to such party, where such information is or becomes available to the public, pursuant to Directions (if applicable), or as otherwise agreed between the parties. Confidential Information includes, but is not limited to, information disclosed to a party or information that a party becomes aware of in the course of providing the services contemplated herein which by its nature could reasonably be determined to be confidential or which is identified as being confidential. The parties acknowledge and agree that this Agreement and all amendments and restatements must be filed with applicable regulators and will be publicly available on the System for Electronic Document Analysis and Retrieval. If the Custodian becomes compelled under the requirements of Applicable Law, including but not limited to an order of a court or administrative tribunal of competent jurisdiction, or is required, on demonstration of a legitimate need to know in order to provide the services hereunder, to disclose Confidential Information of the Client or the Funds, the Custodian will

provide the Client with prompt written notice of such requirement and such disclosure shall be limited to only such Confidential Information as is reasonably required under the particular circumstances, and any recipients of such Confidential Information shall be apprised of its confidential nature, and shall be requested, or, where reasonably practicable, shall be required, to take reasonable steps to maintain its confidentiality. The provisions of this Section 8.1 shall survive the termination of this Agreement.

Section 8.2 Sharing of Information

Without limiting Section 8.1, above, the Client agrees that the Custodian may share, on a need to know basis, with its Agents, service providers, Affiliates, related companies, subsidiaries, parent companies and their respective parent company's Affiliates, related companies and subsidiaries, the Client's or a Fund's information, including Confidential Information, together with other information for marketing, administration, client services, to prevent fraud, to verify the Client's identity and to prevent money laundering, provided that any such disclosure shall be limited to only such Confidential Information as is reasonably required under the particular circumstances, and any recipients of such Confidential Information shall be apprised of its confidential nature, and shall be required to take reasonable steps to maintain its confidentiality.

Section 8.3 Information Held Outside Canada

In the event that the Custodian is required by the Client to engage any sub-custodian in the global market, the Client acknowledges that the Custodian may from time-to-time be required to transfer, store and process client information, including Confidential Information, outside Canada. The Client further acknowledges and agrees that the contractual or other measures that the Custodian may use to protect such information are subject to the legal requirements of the jurisdiction where such information may be transferred, stored or processed, and that the Custodian may be required by law to disclose client information, including Confidential Information, to the lawful authorities operating within that jurisdiction. The Client further agrees and acknowledges that the Custodian shall in no way be liable or responsible in any way for any damages, costs or expenses whatsoever that the Client may face as a result of the Custodian being legally obligated to disclose any such Client information.

Section 8.4 Privacy

The Custodian shall comply with all Applicable Laws in performance of its duties hereunder including, without limitation, applicable privacy laws in respect of any personal information it has access to in connection with the performance of its duties hereunder.

SECTION 9
MISCELLANEOUS

Section 9.1 Payment out of Property

The Custodian shall pay out of the Property of the relevant Fund all taxes and other assessments levied or assessed under Applicable Law in connection with such Property or such Fund, and shall withhold from payments out of such Property, all taxes and other assessments required to be so withheld.

Section 9.2 Records, Access and Insurance

A. Records

The Custodian shall maintain custodial accounts, books and records with respect to the Property in accordance with commercially accepted standards. The Custodian will provide written or, if agreed by the parties, electronic, copies of such accounts, books and records for storage on the Client's premises, as the Client shall reasonably request in order for the Client to comply with its obligations under Applicable Law. The Custodian shall not, without the prior written consent of the Client, dispose of or destroy any such accounts, books and records until the expiration of seven (7) years after completion of the matters in respect of which the accounts, books or records relate.

B. Access

The Custodian shall, on reasonable notice and during normal business hours, make available to and permit the officers, employees and Agents of the Client, the Client's auditors of the Funds (so long as they are retained by the Client in that capacity) and such regulatory authorities as may have lawful jurisdiction over the Funds or the Client to inspect and make copies of all accounts, books and records maintained by the Custodian in connection with its duties under this Agreement, provided such persons comply with the Custodian's reasonable requirements as to confidentiality. The Custodian agrees to assist the Client with reasonable requests to assist with audit requirements with respect to the Property.

C. Insurance

The Custodian agrees and acknowledges that it shall maintain commercial insurance coverage that is relevant to the services being provided herein in an amount that is reasonable and adequate in light of the nature and size of its custodial business. The Custodian acknowledges that it has disclosed to the Client the extent of its insurance coverage.

Section 9.3 Self-Dealing

The Custodian's services to the Client are not exclusive and, subject to the limitations otherwise

provided in this Agreement on the power and authorities of the Custodian, the Custodian may for any purpose, and is hereby expressly authorized from time to time in its discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, including without limitation, itself and any partnership, trust or body corporate with which it may directly or indirectly be affiliated or in which it may be directly or indirectly interested, whether on its own account or for the account of another (in a fiduciary capacity or otherwise), without being liable to account therefor and without being in breach of this Agreement.

Without limiting the generality of the foregoing, the Client hereby authorizes the Custodian to act hereunder notwithstanding that the Custodian or any of its divisions, branches or Affiliates may:

- (a) have a material interest in the transaction or that circumstances are such that the Custodian may have a potential conflict of duty or interest including the fact that the Custodian or any of its Affiliates may:
 - (i) purchase, hold, sell, invest in or otherwise deal with securities or other property of the same class and nature as may be held in a Fund, whether on its own account or for the account of another (in a fiduciary capacity or otherwise);
 - (ii) act as a market maker in the securities that form part of the Property to which Directions relate;
 - (iii) provide brokerage services to other clients;
 - (iv) act as financial adviser to the issuer of such securities;
 - (v) act in the same transaction as Agent for more than one client;
 - (vi) have a material interest in the issue of securities that form part of the Property;
 - (vii) use in other capacities knowledge gained in its capacity as custodian hereunder;
and
- (b) earn profits from any of the activities listed herein,

without being liable to account therefor and without being in breach of this Agreement.

Section 9.4 Assignment

Subject to Section 9.5, neither this Agreement nor any of the rights or obligations either party hereunder may be assigned to any other person without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 9.5 Successors

A. Successor to Custodian

Any trust company resulting from the merger or amalgamation of the Custodian with one or more trust companies and any trust company which succeeds to substantially all of the custody business of the Custodian shall thereupon become the successor to the Custodian hereunder without further act or formality provided that the Custodian gives written notice to the Client and the Fund within a reasonable period of time after the fact.

B. Successors to Client

Any entity resulting from any consolidation, merger, amalgamation, arrangement, reorganization or other business combination to which the Client or a Fund, as the case may be, may be a party, or an entity to which all or substantially all of the business and assets of the Client or a Fund, as the case may be, may be transferred, shall be the successor to the Client or the Fund, as the case may be, hereunder, without the execution or filing of any instrument or performance of any further act or formality, provided that the Client gives prior written notice to the Custodian.

Section 9.6 Survival

The provisions of Sections, 4.3, 4.4, 4.5, 4.6, 8 and 9.8 of this Agreement shall survive the termination of this Agreement.

Section 9.7 Independent Report

The Custodian shall, at its expense, complete an annual Section 5970 audit and provide the Client a copy of its annual Section 5970 report as such report is completed and made available in final form by the Custodian's auditors.

Section 9.8 Governing Laws

This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein.

Section 9.9 Annual Compliance Certificate

The Custodian agrees that it shall, upon the request of the Client, such request to be made no more than once per annum, complete a compliance certificate reasonably required by the Client, advising whether or not any significant, material changes have been made in the Continuity Program and the Custodian's insurance coverage under Section 9.2 (C).

Section 9.10 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which when, taken together, shall constitute one and the same instrument.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first written above.

RBC GLOBAL ASSET MANAGEMENT INC.

By: "Heidi Johnston"
Authorized Signatory
Name: Heidi Johnston
Title: Chief Financial Officer, RBC GAM Funds, RBC Global Asset Management Inc.

By: "Steve Gabor"
Authorized Signatory
Name: Steve Gabor
Title: Chief Financial Officer, RBC Global Asset Management Inc.

RBC INVESTOR SERVICES TRUST

By: "Jasper Clarke"
Authorized Signatory
Name: Jasper Clarke
Title: Manager, RBC Investor Services Trust

By: "Osman Baig"
Authorized Signatory
Name: Osman Baig
Title: Director, RBC Investor Services Trust

SCHEDULE “A”
TO THE AMENDED AND RESTATED CUSTODIAN AGREEMENT
DATED AS OF THE 11TH DAY OF FEBRUARY, 2019

LIST OF FUNDS

EFFECTIVE AS OF FEBRUARY 11, 2019

Phillips, Hager & North U.S. Equity Fund
Phillips, Hager & North Canadian Equity Plus Pension Trust
Phillips, Hager & North Bond Fund
Phillips, Hager & North Canadian Equity Fund
Phillips, Hager & North Dividend Income Fund
Phillips, Hager & North Vintage Fund
Phillips, Hager & North Canadian Money Market Fund
Phillips, Hager & North Canadian Growth Fund
Phillips, Hager & North Balanced Pension Trust
Phillips, Hager & North \$U.S. Money Market Fund
Phillips, Hager & North Balanced Fund
Phillips, Hager & North U.S. Growth Fund
Phillips, Hager & North Short Term Bond & Mortgage Fund
Phillips, Hager & North Small Float Fund
Phillips, Hager & North Institutional S.T.I.F.
Phillips, Hager & North Canadian Equity Pension Trust
Phillips, Hager & North Long Bond Pension Trust
Phillips, Hager & North High Yield Bond Fund
Phillips, Hager & North High Grade Corporate Bond Fund
Phillips, Hager & North Investment Grade Corporate Bond Trust
Phillips, Hager & North Total Return Bond Fund
Phillips, Hager & North Global Equity Fund
Phillips, Hager & North Overseas Equity Fund
Phillips, Hager & North Mortgage Pension Trust
Phillips, Hager & North U.S. Dividend Income Fund
Phillips, Hager & North Canadian Income Fund
Phillips, Hager & North PRisM – Short
Phillips, Hager & North PRisM – Mid
Phillips, Hager & North PRisM – Long
Phillips, Hager & North Long Mortgage Pension Trust
Phillips, Hager & North Long Investment Grade Corporate Bond Trust
Phillips, Hager & North Currency-Hedged U.S. Equity Fund
Phillips, Hager & North Currency-Hedged Overseas Equity Fund
Phillips, Hager & North PRisM Balanced Fund
Phillips, Hager & North Enhanced Total Return Bond Fund
Phillips, Hager & North Inflation-Linked Bond Fund
Phillips, Hager & North Monthly Income Fund
Phillips, Hager & North Canadian Equity Value Fund
Phillips, Hager & North Custom Interest Rate Overlay Fund

A-1

Phillips, Hager & North U.S. Multi-Style All-Cap Equity Fund
 Phillips, Hager & North LifeTime 2015 Fund
 Phillips, Hager & North LifeTime 2020 Fund
 Phillips, Hager & North LifeTime 2025 Fund
 Phillips, Hager & North LifeTime 2030 Fund
 Phillips, Hager & North LifeTime 2035 Fund
 Phillips, Hager & North LifeTime 2040 Fund
 Phillips, Hager & North LifeTime 2045 Fund
 Phillips, Hager & North Canadian Equity Underlying Fund
 Phillips, Hager & North Short Inflation-linked Bond Fund
 Phillips, Hager & North Long Inflation-linked Bond Fund
 Phillips, Hager & North Institutional Gold & Precious Metals Fund
 Phillips, Hager & North Enhanced PRisM Long Fund
 Phillips, Hager & North Infrastructure Debt Fund
 Phillips, Hager & North Corporate Bond Trust
 Phillips, Hager & North Conservative Equity Income Fund
 Phillips, Hager & North BlueBay Emerging Market Debt Fund
 BlueBay Canadian Institutional Global High Yield Bond Fund
 Phillips, Hager & North Core Plus Bond Fund
 Phillips, Hager & North Long Corporate Bond Trust
 Phillips, Hager & North 20+ Strip Fund
 Phillips, Hager & North Enhanced Long Government Bond Fund
 RBC Multi-Strategy Alpha Fund
 Phillips, Hager & North Enhanced Long Bond Pension Trust
 Phillips, Hager & North Custom Interest Rate Completion Fund
 Phillips, Hager & North LifeTime 2050 Fund
 Phillips, Hager & North Canadian Equity Underlying Fund II
 RBC QUBE Market Neutral World Equity Fund (CAD Hedged)
 Phillips, Hager & North Long Core Plus Bond Fund
 Phillips, Hager & North High Yield Mortgage Fund
 Phillips, Hager & North Private Placement Corporate Debt Fund
 Phillips, Hager & North Alpha Plus Bond Fund
 RBC Alpha Plus U.S. Equity Fund
 RBC Total Return Growth Fund
 RBC Canadian Preferred Share Fund
 Phillips, Hager & North Enhanced Corporate Bond Trust
 Phillips, Hager & North PRisM Levered Government Bond Fund
 Phillips, Hager & North Municipal Plus Bond Fund
 Phillips, Hager & North Long Municipal Plus Bond Fund
 RBC QUBE Custom Global Equity Fund
 Phillips, Hager & North Synthetic Floating Rate Fund
 Phillips, Hager & North Short Investment Grade Corporate Bond Trust
 Canadian Custom Long Term Fixed Income Fund
 RBC QUBE Stable Dividend Global Equity Fund (CAD Hedged)

Phillips, Hager & North PRisM Long Corporate Bond Trust
 Phillips, Hager & North LifeTime 2055 Fund
 RBC International Small Cap Equity Fund
 RBC Long/Short North American Equity Fund
 Phillips, Hager & North Long/Short Canadian Equity Fund
 Phillips, Hager & North Strategic Mortgage Fund

SCHEDULE "B"
TO THE AMENDED AND RESTATED CUSTODIAN AGREEMENT
DATED AS OF THE 11TH DAY OF FEBRUARY, 2019

CERTIFICATE OF AUTHORIZED SIGNATORIES ("C.O.A.S")

[Intentionally Deleted]

**SCHEDULE “C”
TO THE AMENDED AND RESTATED CUSTODIAN AGREEMENT
DATED AS OF THE 11th DAY OF FEBRUARY, 2019**

LIST OF DESIGNATED MARKETS

Argentina

Bosnia & Herzegovina

Nigeria

Pakistan

Russia

Serbia

Ukraine

Uruguay

Vietnam