

# *Information Memorandum*

CORE TRUST

## SHORT TERM ASSET BACKED NOTES

**RATED BY DOMINION BOND RATING SERVICE: R-1 (HIGH)  
AND BY CBRS: A-1+**

**September 30, 1998**

*This Information Memorandum is not, and under no circumstances is to be construed as, an offering of these Short Term Asset-Backed Notes for sale in the United States of America or in the territories or possessions thereof, or to any U.S. person. This Information Memorandum does not in any way obligate CoRe Trust to accept an offer to purchase the Short Term Asset-Backed Notes.*

## **AN INTRODUCTION TO CORPORATE RECEIVABLES TRUST**

Corporate Receivables Trust (“CoRe”) issues short term asset-backed notes (“Short Term Notes”) having a term of up to 364 days. CoRe invests the proceeds of the sale of the Short Term Notes, directly or indirectly, in revolving and term assets. Revolving assets include, but are not limited to, trade, utility, retail, wholesale and credit card receivables and inventory which has been fully hedged with respect to price risk. Term assets include, but are not limited to, personal property leases, housing loans, automobile and other instalment loans, asset-backed securities, and mutual fund management and redemption fees. Assets may be acquired directly or through the acquisition of interests in intermediaries such as trusts or partnerships or through the acquisition of asset-backed securities.

For buyers of the Short Term Notes, CoRe provides a highly rated investment supported by a broadly diversified base of quality assets.

CoRe may also fund its assets through the issue of medium term asset-backed notes (“Medium Term Notes”). This Information Memorandum relates to the Short Term Notes only.

### **ABOUT THE ISSUER**

CoRe is a trust established under the laws of the Province of Alberta. The trustee for CoRe is the TD Trust Company. The beneficiary of CoRe is a registered charity.

The equity of CoRe is nominal. Holders of the Short Term Notes will have recourse only to the assets of CoRe and neither the trustee nor the beneficiary will have any liability for the repayment of the Short Term Notes. The assets of CoRe will consist primarily of CoRe’s investments in the revolving and term assets and the proceeds of their collection.

### **THE SERVICING AGENT: TD SECURITIES INC.**

TD Securities Inc. (“TD Securities”), an investment and securities dealer with its head office at Toronto-Dominion Centre, Toronto, Canada, will act as the Servicing Agent for CoRe. TD Securities will administer CoRe’s funding, investing, purchasing and administration activities.

### **THE DEALER**

The Toronto-Dominion Bank (“Dealer”) has agreed to act on behalf of CoRe for the purpose of soliciting and receiving offers to purchase Short Term Notes issued from time to time, subject to compliance with the terms and conditions contained in the dealer agreement dated as of June 17, 1994 between CoRe and the Dealer. CoRe may also enter into agreements with other dealers from time to time with respect to the Short Term Notes.

### **TRUST INDENTURE**

The Short Term Notes will be issued pursuant to the terms of a trust indenture dated as of December 14, 1992, as amended and restated as of June 17, 1994 and November 15, 1994 and as supplemented by a supplemental indenture dated as of September 15, 1998 and as further amended and restated as of September 30, 1998 between CoRe and CIBC Mellon Trust Company (formerly, The R-M Trust Company), as such indenture may be further amended from time to time (“Trust Indenture”). The Trust Indenture provides for certain covenants on the part of CoRe, restrictions on its activities and the incurring by CoRe of indebtedness other than in respect of the Short Term Notes and the Medium Term Notes.

The Trust Indenture secures the assets of CoRe in favour of the holders of the Short Term Notes and the Medium Term Notes and other specified creditors of CoRe and establishes an order of priority of payment of monies by CoRe.

The Trust Indenture also provides for meetings of the holders of Short Term Notes for purposes of modifying the rights of such holders. Resolutions passed at such meetings will be binding on all holders of Short Term Notes.

## **PROTECTION OF HOLDERS OF SHORT TERM NOTES**

There are several layers of protection for holders of the Short Term Notes including:

- the quality of the pools of assets, which are subject to stringent eligibility criteria;
- rigorous approval process for qualified sellers or originators (“Sellers”) of assets who will continue to service such assets on an ongoing basis;
- internal credit enhancement established as appropriate in respect of each portfolio of assets in which CoRe acquires an interest; and
- external credit enhancement facilities, if required, in respect of certain assets of CoRe, provided by The Toronto-Dominion Bank (the “Bank”) or independent third parties.

## **APPROVAL PROCESS**

Assets will be acquired by CoRe from entities, or originated on behalf of CoRe by entities, which may include governments or their agencies, commercial, industrial or financial enterprises and public utilities or will have either an investment grade credit rating or be acceptable to both of the rating agencies which rate the Short Term Notes (Dominion Bond Rating Service Limited (“DBRS”) and CBRS Inc. (“CBRS”).

Potential Sellers will undergo a thorough credit, collection and systems analysis. The analysis will assess the adequacy of the Seller’s credit and collection policies and determine the Seller’s capacity to act as the servicer of the assets. CoRe will reserve the right to appoint a substitute servicer if the Seller fails to meet established criteria. CoRe will undertake a similar review and assessment of the assets in which an interest will be acquired.

DBRS and CBRS will review potential Sellers and/or assets and will approve the terms of the applicable securitization or other agreements (collectively, “Securitization Agreements”).

## **ASSET ELIGIBILITY**

Each Securitization Agreement will prescribe eligibility standards for the assets in which CoRe acquires an interest. CoRe’s assets must meet minimum eligibility criteria relating to the age of the receivables, freedom from adverse claims, obligor concentration and other matters relating to the quality of the assets.

Securitization Agreements will govern CoRe’s investment in revolving assets on an ongoing basis. The Securitization Agreements limit CoRe’s interest in revolving assets to the lower of an approved purchase limit and a percentage of a portfolio of eligible assets. Until an event occurs which triggers a termination of a transaction in CoRe, the portfolio of revolving assets in which CoRe has an interest may be continuously purged of any revolving assets which are delinquent or which otherwise become ineligible or in respect of which obligors are in default. Upon the triggering of a termination, the revolving assets in which CoRe has an interest may become specifically identified and CoRe will assume the risk of subsequent defaults, subject to the availability of internal and external credit enhancement.

Term assets generally consist of amortizing pools of identified assets, asset-backed securities or longer term payment obligations which are generally identified at the outset when the investment by CoRe occurs. These asset pools reduce or are paid out in accordance with scheduled repayments or collections and in certain cases unscheduled prepayments.

A Seller’s right to revise its credit and collection policies is limited by the terms of each Securitization Agreement.

## **INTERNAL CREDIT ENHANCEMENT**

The Internal Credit Enhancement provides the first level of protection for the holders of Short Term Notes. The Internal Credit Enhancement is established as appropriate for each investment made by CoRe. The level of Internal Credit Enhancement is determined based on a number of factors including historical delinquency, dilutions and loss rates for the portfolio of assets. The Internal Credit Enhancement can consist of additional eligible assets owned by CoRe, spread accounts, subordinated notes, letters of credit or cash collateral accounts.

## EXTERNAL CREDIT ENHANCEMENT

A further level of protection for the holders of Short Term Notes may be provided through External Credit Enhancement Facilities available to CoRe. These facilities are CoRe's cushion against losses on defaulted assets which exceed the applicable Internal Credit Enhancement or against losses on certain other assets of CoRe.

The External Credit Enhancement Facilities may consist of non-cross-collateralized (i.e. transaction specific) facilities and/or a cross-collateralized facility. Under the transaction specific facilities, the Bank and/or other financial institutions provide credit enhancement which is limited to certain assets of CoRe. The cross-collateralized facility provided by the Bank is available to absorb losses on the assets in which CoRe has an interest which have been designated by the Bank as being covered by the cross-collateralized facility. The aggregate level of Internal and External Credit Enhancement provided under these facilities will vary based upon the credit quality of the applicable assets and will be at a level acceptable to DBRS and CBRS.

## CREDIT ENHANCERS

The Bank may provide letter of credit facilities to CoRe Trust as External Credit Enhancement. The head office of the Bank is located in Toronto, Canada.

At October 31, 1997, the Bank had total assets of C\$163.8 billion, total deposits of C\$110.6 billion, subordinated debentures and other liabilities of C\$45.9 billion and equity capital and reserves of C\$7.3 billion.

The Bank carries the following ratings:

	<i>Short Term</i>	<i>Long Term</i>
Dominion Bond Rating Service	R-1 (middle)	AA
CBRS	A-1+	A+ (High)
Moody's Investors Service	P-1	Aa2
Standard & Poor's	A-1+	AA

The information contained in this description has been obtained from the Bank. It must not be inferred from this Information Memorandum that there has been no change in the affairs of the Bank since the date hereof. Any of the foregoing ratings may be revised or withdrawn at any time.

Minimum credit standards have been established for credit enhancers ("Credit Enhancers") by CoRe and by DBRS and CBRS. The overall rating of CoRe reflects the high standard that all of the Credit Enhancers must meet.

## LIQUIDITY

CoRe maintains committed liquidity lines ("Liquidity Lines") against specific assets to provide credit to CoRe in case of disruption in the commercial paper market which may prevent CoRe from issuing or rolling over Short Term Notes. The Liquidity Lines do not constitute a guarantee of the payment of Short Term Notes and an advance against a specific pool of assets is available to CoRe only to the extent that a coverage test with respect to such assets is satisfied.

Liquidity Lines may be provided through liquidity agreements or the transaction specific Credit Enhancement Facilities. If provided through the External Credit Enhancement Facilities, draws on the Credit Enhancement Facilities for credit enhancement will reduce the amount available for liquidity purposes. The amount of credit available under the Liquidity Lines in respect of a specific pool of assets will typically equal 100% of the Short Term Notes applicable to such asset pool.

The Bank is a liquidity lender to CoRe with the balance provided by other financial institutions. Minimum credit standards for the liquidity lenders have been established by CoRe and by DBRS and CBRS. The overall rating of CoRe reflects the high standard that all of the liquidity lenders must meet.

*The liquidity lenders have security on the assets of CoRe, which security will rank pari passu with that of the holders of Short Term Notes. Liquidity lenders who have advanced funds under the Liquidity Lines are entitled to attend and vote at meetings of holders of Short Term Notes for the purpose of modifying the rights of the holders of Short Term Notes and the liquidity lenders.*

### **INTEREST RATE PROTECTION**

CoRe incurs interest rate risk as a result of funding its investment in long term assets with the Short Term Notes. To mitigate this risk, CoRe will use a combination of interest rate swaps, caps and other hedging instruments.

Minimum credit standards have been established for the hedging counterparties by CoRe and by DBRS and CBRS. The overall rating of CoRe reflects the high standard that all of the hedging counterparties must meet.

*The hedging counterparties may have security on the assets of CoRe which security will rank pari passu with that of the holders of Short Term Notes. The security provided to hedging counterparties will be acceptable to both DBRS and CBRS.*

### **ADMINISTRATION OF CoRe**

Sellers will generally service the assets in which CoRe has acquired an interest including their collection. CoRe has the right to appoint a substitute servicer in certain circumstances.

Sellers are required to produce a periodic statement, usually monthly, which will typically include collections received, losses incurred, portfolio balances, ageing statistics, and the ratio analyses necessary to identify the occurrence of an event which triggers the termination of a revolving transaction in CoRe or an accelerated amortization of an asset pool. These reports are available to the rating agencies to enable monitoring of programme compliance.

TD Securities, as Servicing Agent, will administer CoRe itself. TD Securities utilizes a customized receivables analysis and administration system. The system provides the ability to perform sophisticated analysis and pool selection for both Sellers and obligors, and serves as a management information system to monitor the performance of CoRe.

On a periodic basis, certain Sellers may be required to provide more detailed data on the assets they service in order to confirm the eligible and ineligible asset balances, portfolio statistics, ageing and other information. The data may also be evaluated for changes such as shifts in the portfolio concentration risk. In most cases CoRe may require a portfolio audit at any time.

THE TORONTO-DOMINION BANK, IN ITS CAPACITY AS A CREDIT ENHANCER AND LIQUIDITY LENDER, AND TD SECURITIES INC., IN ITS CAPACITY AS SERVICING AGENT FOR CoRe, DO NOT GUARANTEE PAYMENT OF THE SHORT TERM NOTES BY CoRe AND DO NOT UNDERTAKE TO COMPENSATE CoRe OR HOLDERS OF THE SHORT TERM NOTES FOR ANY LOSS SUFFERED ON THEIR INVESTMENT.

**CoRe TRUST****DESCRIPTION OF THE SHORT TERM ASSET-BACKED NOTES**

<b>PRINCIPAL AMOUNT</b>	The maximum principal amount of the Short Term Notes to be outstanding at any one time, together with the outstanding Medium Term Notes is Canadian \$5,000,000,000 or the equivalent thereof in United States currency, subject to the terms and conditions listed herein.
<b>PURPOSE</b>	The net proceeds from the sale of the Short Term Notes will be used to invest directly or indirectly in revolving and term assets.
<b>DENOMINATIONS</b>	Multiples of \$1,000 in Canadian or United States currency subject to a minimum which varies according to provincial securities regulations, currently \$50,000 in Ontario and most other jurisdictions, for sale to individuals.
<b>MATURITIES</b>	The Short Term Notes will mature on a banking day up to 364 days from the date of issuance.
<b>RATES</b>	Available on request.
<b>RATINGS</b>	The Short Term Notes have been rated R-1 (high) by Dominion Bond Rating Service and A-1+ by CBRS.
<b>SERVICING AGENT</b>	TD Securities Inc.
<b>PAYMENT &amp; DELIVERY</b>	The Toronto-Dominion Bank has been appointed as issuing and paying agent for the Short Term Notes. Canadian dollar denominated Short Term Notes will be issued through the Debt Clearing Service of The Canadian Depository for Securities Limited.
<b>INDENTURE TRUSTEE</b>	CIBC Mellon Trust Company (formerly, The R-M Trust Company).
<b>NEW ISSUE TEST</b>	CoRe will only issue Short Term Notes if, after giving effect to such issue, CoRe will not have a negative net asset value (calculated in accordance with the terms of the Trust Indenture) and CoRe is not in default under the Trust Indenture.
<b>SECURITY</b>	The holders of Short Term Notes have security on all of the assets of CoRe subject to the claims of liquidity lenders and hedging counterparties which rank <i>pari passu</i> with the holders of the Short Term Notes and the claims of certain other specified creditors of CoRe, all as set out in the Trust Indenture.
<b>LIQUIDITY FACILITIES</b>	CoRe's primary source of funding is the issue of Short Term Notes and Medium Term Notes. In addition, under certain conditions, CoRe may borrow under its Liquidity Lines sufficient funds to meet its maturing Short Term Note obligations. The amount available under the Liquidity Lines is typically equal to 100% of Short Term Notes, part of which may be provided through the Internal and External Credit Enhancement Facilities.
<b>EXTERNAL CREDIT ENHANCEMENT</b>	The External Credit Enhancement Facilities, if required, may consist of transaction specific facilities and/or a cross-collateralized facility. Under the transaction specific facilities, The Toronto-Dominion Bank and/or other financial institutions provide credit enhancement specific to specified asset pools. The cross-collateralized facility provided by The Toronto-Dominion Bank is available to absorb losses on designated assets up to the amount available under such facility.
<b>HEDGING</b>	To mitigate interest rate, currency and similar risks, CoRe will use a combination of swaps, caps and other hedging instruments.

## STATUTORY RIGHTS OF ACTION OR RESCISSION – NOVA SCOTIA

Section 65 of the *Securities Act* (Nova Scotia) (the “NS Act”) requires Corporate Receivables Trust (the “Trust”) to notify investors purchasing short term asset-backed notes (“Notes”) pursuant to the information memorandum relating thereto dated September 30, 1998 (the “Information Memorandum”) in the Province of Nova Scotia (“Investors”) that they may have the following rights of rescission or damages.

In the event that the Information Memorandum, together with any amendments thereto, or any “advertising or sale literature” (as defined in the NS Act) delivered to an Investor, contains any untrue statement or material fact or omits to state a material fact necessary in order to make any statement not misleading in light of the circumstances in which it was made (a “Misrepresentation”) and it is a Misrepresentation on the date of investment, an Investor to whom the Information Memorandum and any amendment thereto, or any “advertising or sales literature” (as defined in the NS Act), has been delivered on behalf of the Trust and who purchases Notes shall be deemed to have relied on such Misrepresentation and such Investor shall have a right of action against the Trust for damages or, so long as such Investor is the owner of such Notes, at his, her or its election, for rescission.

For Investors, this right is exercisable if an action is commenced to enforce this right within 120 days after the date on which payment was made for the Notes by the Investor or after the date on which the initial payment for the Notes was made by the Investor, or payments subsequent to the initial payment are made by the Investor pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

These rights are intended to correspond with the rights against a seller of securities provided in Section 138 of the NS Act and the Rules thereto and are subject to defences contained therein such that:

- A the Trust will not be held liable if the Investor purchased the Notes with knowledge of the Misrepresentation;
- B in an action for damages, the Trust will not be liable for all or any portion of such damages that it proves do not represent the depreciation in value of the Notes as a result of the Misrepresentation relied upon;
- C in no case will the amount recoverable by an Investor exceed the price at which the Notes were sold to the Investor; and
- D the rights herein conferred are in addition to any other right or remedy available at law to the Investor.

Investors will be given the benefits of any change in such legislation relating to these rights as if such changes were incorporated herein.

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BARRISTERS AND SOLICITORS • PATENT & TRADEMARK AGENTS

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FACSIMILE (416) 868-0673 • TELEPHONE (416) 362-1812

Corporate Receivables (CoRe) Trust  
c/o TD Trust Company  
P.O. Box 1, 4th floor  
Commercial Union Tower  
Toronto-Dominion Centre  
Toronto, Ontario  
M5K 1A1

September 30, 1998

Attention: Vice-President  
Corporate Trust Services

Dear Sirs and Mesdames:

## **RE: ISSUE OF SHORT TERM ASSET-BACKED NOTES**

We have acted as counsel to Corporate Receivables Trust (the "Trust"), a trust established by declaration of trust (the "Declaration of Trust") originally dated December 14, 1992, and amended and restated as of August 13, 1997, in connection with the issue and sale by the Trust in all provinces of Canada (the "Offering Jurisdictions") of short term asset-backed notes (the "Notes"). The Notes will be issued pursuant to the provisions of a trust indenture originally dated as of December 14, 1992, and amended and restated as of June 17, 1994 and as of November 15, 1994 and supplemented by a supplemental indenture dated as of September 15, 1998 and as further amended and restated as of September 30, 1998 (the "Trust Indenture"), and made between the Trust and CIBC Mellon Trust Company (formerly, The R-M Trust Company) (the "Indenture Trustee"). The Notes will have the terms more particularly described in the information memorandum of the Trust dated September 30, 1998 (the "Information Memorandum"), and shall have a denomination or principal amount of not less than the minimum amount permitted in each of the Offering Jurisdictions in Canadian funds or the equivalent in U.S. funds. The Notes are not convertible or exchangeable into or accompanied by a right to purchase another security and we are advised that they are not being sold to any purchaser in the Province of Quebec pursuant to a written agreement. We understand that the Trust will file the Information Memorandum with the Quebec Securities Commission. Terms used but not defined herein have the respective meanings attributed to such terms in the Trust Indenture.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of such public or other records, certificates and other documents and have considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed, including without limitation the Declaration of Trust, the Trust Indenture, the Servicing Agreement, the Dealer Agreement, the Issuing and Paying Agent Agreement, the Information Memorandum and a specimen of the form of Notes.

In such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies.

We understand that if the Information Memorandum is furnished to persons in the Province of Quebec, it will be accompanied by the French language version thereof.

The opinions hereinafter expressed are based upon legislation and other laws as in effect on the date hereof. Insofar as the opinions hereinafter expressed relate to future issuances of Notes, such opinions must be read subject to the assumptions that at the time of any such issuance:

- (i) the Trust has the necessary authority at such time to issue the Notes; and
- (ii) any other authorization or approval with respect to the issuance of Notes required at such time shall have been obtained.

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The opinions expressed herein are subject to the qualification that the enforceability of the Notes is subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights (and specifically that certain remedies under the Trust Indenture may be limited by applicable provisions of the *Personal Property Security Act* (Ontario)), that specific performance is an equitable remedy available only in the discretion of the court, that, in certain circumstances, the holders of a negotiable instrument may not be bound by all the terms of a trust indenture pursuant to which such instruments are issued and that the provisions of the *Currency Act* (Canada) provide that a Canadian court is precluded from awarding a judgment in other than Canadian dollars and that such judgement may be based on a rate of exchange in existence on a day other than the day of payment.

In giving the opinions set forth below with respect to provinces other than Ontario, Quebec, Alberta and British Columbia, we have relied upon opinions of counsel in such other provinces. To the extent that any opinion of counsel upon which we have relied is stated to be based on any assumption, to be given in reliance on any certificate or other document or to be subject to any limitation, qualification or exception, the opinions expressed herein in reliance on such opinion of counsel are based upon the same assumption, are given in reliance on the same certificate or document, and are subject to the same limitation, qualification or exception. Unless otherwise expressly indicated, the opinions hereinafter expressed are limited to the laws of the Province of Ontario, Quebec, Alberta and British Columbia and the federal laws of Canada applicable therein.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Trust has been duly constituted under the laws of the Province of Alberta.
2. The Trustee has the power and capacity to borrow money on behalf of the Trust by the issuance and sale of the Notes and all necessary action has been taken by the Trustee to authorize the issuance and sale of the Notes and the borrowing of money thereby, by the Trust.
3. The Notes, when issued in the form of the specimen copy of the Notes set out in the Information Memorandum and duly executed by manual or facsimile signature of the Trust, will be legal, valid and binding obligations of the Trust enforceable in accordance with their terms.
4. The Trust Indenture constitutes a legal, valid and binding obligation of the Trust enforceable in accordance with its terms.
5. The Trust may, through agents (which agents, however, must be registered dealers or exempt in the case of sales in the Provinces of Ontario, Quebec and Newfoundland):
  - (a) offer and sell the Notes to the public in the Provinces of Prince Edward Island, Newfoundland, Quebec and Ontario, provided that if the purchaser is an individual (as defined in the applicable securities legislation of such Provinces), the denomination or principal amount of Notes purchased by such individual will be not less than \$50,000 in Canadian funds or the equivalent in U.S. funds;
  - (b) offer and sell the Notes in the Province of British Columbia, provided that where the purchaser is an individual (as defined in the securities legislation of such Province):
    - (i) the Notes have a credit rating from Dominion Bond Rating Service Limited ("DBRS") that is equal to or higher than rating level "R-1 (low)";
    - (ii) the Trust or any of its agents offering and selling the Notes does not know and ought not reasonably to know that there has been an announcement by DBRS that the credit rating of the Notes may be downgraded to a level below rating level "R-1 (low)"; and
    - (iii) each Note has a denomination or principal amount of not less than \$50,000 in Canadian funds or the equivalent in U.S. funds;
  - (c) distribute the Notes in the Province of Nova Scotia, provided that:
    - (i) if the purchaser is an individual, the denomination or principal amount of Notes purchased by such individual is not less than \$50,000 and the Notes have a credit rating from DBRS that is equal to or higher than "R-1 (low)" and the Trust or any of its agents distributing the Notes does not know or ought not reasonably to have known that there has been an announcement by DBRS that the rating may be downgraded to a level below "R-1 (low)"; and
    - (ii) the Information Memorandum is accompanied by a description of the right of action granted by the *Securities Act* (Nova Scotia) to purchasers in the Province of Nova Scotia who purchase Notes in reliance upon a misrepresentation contained in the Information Memorandum;

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- (d) offer and sell the Notes in the Provinces of Manitoba and Alberta, provided that if the purchaser is an individual (as defined in the applicable securities legislation of such Provinces), the denomination or principal amount of each Note purchased by such individual will be not less than \$50,000 in Canadian funds or the equivalent in U.S. funds;
- (e) offer and sell the Notes in the Province of New Brunswick, provided that the aggregate acquisition cost of the Notes to each purchaser is not less than \$97,000 in Canadian funds or the equivalent in U.S. funds and that such purchaser purchases as principal; and
- (f) distribute the Notes in the Province of Saskatchewan, provided that at the time of the distribution:
  - (i) the Notes have the short term rating set forth in the Information Memorandum and there has been no announcement by a rating agency prescribing any such ratings that the short term rating will be downgraded below the short term rating levels set forth in the Information Memorandum; and
  - (ii) neither the Trust nor any of its agents is in default of any requirement of *The Securities Act, 1988* (Saskatchewan), as amended, the regulations thereunder or any decision of the Saskatchewan Securities Commission;

without making any filing under, or registering with any governmental or public body or authority pursuant to, the securities legislation in such provinces, except the filing of the Information Memorandum and any other disclosure documents delivered to the purchasers with the commission des valeurs mobilières du Québec.

6. The Notes are, at the date hereof, investments:
- (a) in which the provisions of the *Supplemental Pension Plans Act* (Quebec), would not preclude the assets of a pension plan registered thereunder from being invested, subject to compliance with the written investment policy adopted by the pension committee;
  - (b) in which the provisions of an *Act respecting insurance* (Quebec), would not preclude investments by an insurer, as defined in that Act, other than a guarantee fund corporation, provided that such investments are in conformity with the insurer's investment policy established pursuant to that Act; and
  - (c) in which the provisions of an *Act respecting trust companies and savings companies* (Quebec) would not preclude a savings company licensed thereunder from investing its funds, and a trust company licensed thereunder from investing its own funds and deposits it receives, provided that investments made by a Quebec company, as defined in that Act, are made in compliance with the investment policy that must be adopted by its board of directors;

subject, in each case where applicable, to the general investment provisions and the prudent investment standards contained in the applicable legislation.

7. Subject to compliance with the prudent investment standards and general investment provisions of the statutes referred to below (and, where applicable, the regulations thereunder) and, in certain cases, subject to satisfaction of additional requirements relating to investment or lending policies or goals and, in certain cases, the filing of such policies or goals, the Notes are not, on the date hereof, precluded as investments under or by the following statutes:
- (a) *Insurance Companies Act* (Canada)
  - (b) *Trust and Loan Companies Act* (Canada)
  - (c) *Pension Benefits Standards Act, 1985* (Canada)
  - (d) *Bank Act* (Canada)
  - (e) *Cooperative Credit Associations Act* (Canada)
  - (f) *Pension Benefits Act* (Ontario)
  - (g) *Loan and Trust Corporations Act* (Alberta)
  - (h) *Pension Benefits Standards Act* (British Columbia)
  - (i) *Financial Institutions Act* (British Columbia)

Yours truly,



- Discount / À escompte
- Interest bearing / Portant intérêt

FOR VALUE RECEIVED, hereby promises to pay to or to the order of:  
VALEUR REÇUE, par les présentes promet de payer à ou à l'ordre de:

on  
le

at the main branch of The Toronto-Dominion Bank in  
à la succursale principale de La Banque Toronto-Dominion à

the sum of (\$ ) with interest thereon at the rate of percent per annum  
la somme de ( \$) avec intérêt au taux de pour cent par année

in lawful money of upon due presentation and surrender of this Note.  
en monnaie légale d sur présentation et remise du présent billet.

Unless this Note is deposited with the Clearing Agency, this Note shall become valid only when manually certified on behalf of CoRe Trust by The Toronto-Dominion Bank or by one of its employees duly authorized for that purpose, as designated signatory.

À moins que le présent billet ne soit déposé auprès de la chambre de compensation, le présent billet sera valide seulement lorsqu'il sera attesté au nom de Fonds Prime par La Banque Toronto-Dominion ou par un de ses employés dûment autorisé à cette fin, à titre de signataire désigné.

This Note is one of the Short Term Notes of CoRe Trust (the "Trust") issued under and with the benefit of a trust indenture originally dated as of December 14, 1992 and amended and restated as of June 17, 1994 and as of November 15, 1994 and supplemented by a supplemental indenture dated as of September 15, 1998 and as further amended and restated as of September 30, 1998 between the Trust and CIBC Mellon Trust Company (formerly, the R-M Trust Company) as Indenture Trustee (the said trust indenture as supplemented and amended by other deeds and instruments supplemental thereto is hereinafter referred to as the "Trust Indenture"). The Short Term Notes rank equally and rateably and without preference among themselves and rank equally and rateably with the Medium Term Notes issued by the Trust under the Trust Indenture. Reference is hereby made to the Trust Indenture for the rights of the holders of Notes issued and to be issued thereunder. TD Trust Company ("TD Trust"), in its capacity as trustee of the Trust and not in its personal capacity, has entered into the Trust Indenture and issued this Note. The liability of TD Trust hereunder and under the Trust Indenture is limited to the assets of the Trust. No other property or assets of TD Trust, whether owned by it in its personal capacity or otherwise, will be subject to levy, execution or other enforcement procedures with regard to any obligation hereunder or under the Trust Indenture. This Note shall be governed and construed in accordance with the laws of the Province of Ontario. In the event of any conflict between the provisions of the Note and the provisions of the Trust Indenture, the latter shall prevail. Unless otherwise defined herein, all capitalized terms used in this Note will have the meanings attributed to them in the Trust Indenture.

Le présent billet fait partie des billets à court terme de CoRe Trust (le «Fonds») émis en vertu d'une convention de fiducie intervenue en date du 14 décembre 1992, telle que modifiée et refondue en date du 17 juin 1994 et du 15 novembre 1994 et telle que complétée par une convention complémentaire datée du 15 septembre 1998 et telle que modifiée et refondue à nouveau en date du 30 septembre 1998, entre le Fonds et la Compagnie Trust CIBC Mellon (auparavant, Compagnie Trust R-M), en sa qualité de fiduciaire conventionnel (cette convention de fiducie qui peut être modifiée et complétée par d'autres actes et documents supplémentaires est appelée ci-après la «convention de fiducie»). Les billets à court terme ont un rang égal et proportionnel entre eux et aucun n'a priorité sur les autres. Ils ont un rang égal et proportionnel à celui des billets à moyen terme émis par le Fonds en vertu de la convention de fiducie. Il y a lieu de se reporter à la convention de fiducie pour l'énoncé des droits des porteurs de billets subordonnés émis et devant être émis aux termes de la convention de fiducie. Société de fiducie TD («Fiducie TD»), en sa qualité de fiduciaire du Fonds et non en sa qualité personnelle, a conclu la convention de fiducie et émis le présent billet. La responsabilité de Fiducie TD en vertu des présentes et de la convention de fiducie se limite à l'actif du Fonds. Aucun autre bien ou élément d'actif de Fiducie TD, qu'il soit détenu en sa qualité personnelle ou autrement, ne pourra faire l'objet d'une saisie ou autre procédure d'exécution relativement à toute obligation des présentes ou de la convention de fiducie. Le présent billet est régi et interprété conformément aux lois de la province d'Ontario. En cas de conflit entre les dispositions du billet et celles de la convention de fiducie, cette dernière aura préséance. À moins d'indication contraire, tous les termes clés utilisés dans le présent billet auront le sens qui leur est attribué dans la convention de fiducie.

Certified for and on behalf of CoRe Trust by  
The Toronto-Dominion Bank as Issuing and Paying Agent.  
*Attesté pour CoRe Trust et en son nom par*  
*La Banque Toronto-Dominion à titre d'agent émetteur et payeur.*

DATED the                      day of                      ,                      .  
DATÉ du                      jour d                      .

By/Par

Designated Signatory/Signataire désigné

CORE TRUST  
by its trustee/par son fiduciaire

TD Trust Company/Société de fiducie TD

By/Par

By/Par

Authorized Signatories/Signataires autorisés