FIRST AMENDING AGREEMENT TO
AMENDED AND RESTATED MASTER DEFINITIONS AND CONSTRUCTION AGREEMENT

THIS FIRST AMENDING AGREEMENT TO AMENDED AND RESTATED MASTER DEFINITIONS AND CONSTRUCTION AGREEMENT (this "**Agreement**") is made as of the 21st day of December, 2020.

BY AND AMONG

(1) **FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC**, a financial services cooperative organized under the laws of Quebec whose domicile and registered and head office is at 100, avenue des Commandeurs, Lévis, Quebec, G6V 7N5 in its capacities as Issuer, Seller, Servicer, Cash Manager, Account Depository Institution, GIC Provider, Interest Rate Swap Provider, and Covered Bond Swap Provider;

(2) **CCDQ COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of Ontario whose registered office is at Box 48, Suite 5300, Toronto Dominion Bank Tower, Toronto, Ontario, M5K 1E6, acting by its managing general partner **CCDQ CB (LEGISLATIVE) MANAGING GP INC.**;

(3) **CCDQ CB (LEGISLATIVE) MANAGING GP INC.**, a corporation incorporated under the laws of Canada whose registered office is at Box 48, Suite 5300, Toronto Dominion Bank Tower, Toronto, Ontario, M5K 1E6 in its capacity as managing general partner of CCDQ Covered Bond Guarantor Limited Partnership;

(4) **8560129 CANADA INC.**, a corporation incorporated under the laws of Canada whose registered office is at 100 University Avenue, 11th Floor, Toronto, Ontario, Canada M5J 2Y1;

(5) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company formed under the laws of Canada with a place of business at 1500 Robert-Bourassa, Suite 700, Montréal, Québec, Canada, H3A 3S8, in its capacity as Bond Trustee and Custodian; and

(6) **PRICEWATERHOUSECOOPERS LLP**, an Ontario limited liability partnership, acting through its offices located at 1250 René Lévesque Boulevard West, Montréal, Quebec, Canada, H3B 2G4.

WHEREAS the parties entered into an amended and restated master definitions and construction agreement made as of December 19, 2018 (the "**Master Definitions and Construction Agreement**");

AND WHEREAS the parties hereto have agreed to amend the Master Definitions and Construction Agreement pursuant to the terms of this Agreement in accordance with Section 3 of the Master Definitions and Construction Agreement, Section 8.02 of the Security Agreement and Clause 22.2 of the Trust Deed;

NOW THEREFORE IT IS HEREBY AGREED that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

ARTICLE 1 – AMENDMENTS

1.01 Amendments

(1) Article 1 of the Master Definitions and Construction Agreement is amended by adding the following at the end of paragraph (d) of the definition of "Available Revenue Receipts":

"or to satisfy a termination payment due".

(2) Article 1 of the Master Definitions and Construction Agreement is amended by deleting the definition of "Barclays" in its entirety and replacing it with the following:

""**Barclays**" means Barclays Bank PLC;".

(3) Article 1 of the Master Definitions and Construction Agreement is amended by replacing "Barclays Bank PLC" with "Barclays Capital Inc.";".

(4) Article 1 of the Master Definitions and Construction Agreement is amended by deleting the definition of "Central Bank" in its entirety and replacing it with the following:

> ""**Central Bank**" means competent authority under the Directive 2003/71/EC, as amended, which includes the amendments made by Directive 2010/73/EU, which term includes any relevant implementing measures in Ireland and, in respect of any Covered Bonds to be listed in Ireland, the applicable listing authority shall be deemed to be the Central Bank of Ireland;".

(5) Article 1 of the Master Definitions and Construction Agreement is amended by deleting the definition of "Notification Event" in its entirety.

(6) Article 1 of the Master Definitions and Construction Agreement is amended by adding the definition of "Prospectus Regulation" in alphabetical order as follows:

> ""**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended and all references to "Prospectus Directive", being Directive 2003/71/EC, are replaced with references to the Prospectus Regulation;".

ARTICLE 2– MISCELLANEOUS

2.01 Further Assurances

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

2.02 Other Amendments

Except as expressly amended, modified and supplemented hereby, the provisions of the Master Definitions and Construction Agreement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Master Definitions and Construction Agreement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

2.03 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

2.04 Interpretation

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Master Definitions and Construction Agreement (prior to its amendment hereby).

2.05 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Any party may enter into this Agreement by signing such counterpart.

[SIGNATURE PAGES FOLLOW]

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

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

Per: *(signed)*

Name: Yassir Berbiche
Title: Chief Treasurer

Per: *(signed)*

Name: Jean Blouin
Title: Managing Director, Funding and Investor and Rating Agency Relations

CCDQ COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, by its managing general partner, CCDQ CB (LEGISLATIVE) MANAGING GP INC.

Per: *(signed)*

Name: Alain Leprohon
Title: Secretary, Director

CCDQ CB (LEGISLATIVE) MANAGING GP INC.

Per: *(signed)*

Name: Alain Leprohon
Title: Secretary, Director

[Signatures continue on next page]

8560129 CANADA INC.

Per: *(signed)*

Name: Toni de Luca
Title: Authorized Signatory

Per: *(signed)*

Name: Charles-Éric Gauthier
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: *(signed)*

Name: Nathalie Gagnon
Title: Manger

Per: *(signed)*

Name: Jérémie Bruton
Title: Associate Trust Officer

PRICEWATERHOUSECOOPERS LLP

Per: *(signed)*

Name: Michel Larouche
Title: Partner