**FIRST AMENDING AGREEMENT TO THE SECOND AMENDED AND RESTATED MASTER DEFINITIONS AND CONSTRUCTION AGREEMENT**

**THIS FIRST AMENDING AGREEMENT TO SECOND AMENDED AND RESTATED MASTER DEFINITIONS AND CONSTRUCTION AGREEMENT** (this "**Agreement**") is made as of the 19th day of December, 2024.

**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, Suite 2500, Montréal, Quebec, Canada, H3B 4Y1.

**WHEREAS** the parties entered into a second amended and restated master definitions and construction agreement made as of December 19, 2022 (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) Amendments set out in the below clauses (2) and (3) of this Section 1.01 shall be effective as of June 29, 2024 based on the cessation of CDOR on June 28, 2024.

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

> ""**GIC Rate**" means the variable rate of interest accruing on the balance standing to the credit of the GIC Account being a variable rate at a minimum of 0.19547% above Daily Compounded CORRA as determined by the GIC Provider for the applicable Guarantor Observation Period, or such greater percentage or amount as the Guarantor (or the Cash Manager on its behalf) and the GIC Provider may agree from time to time. For greater certainty, any change in the GIC Rate agreed to by the Guarantor (or the Cash Manager on its behalf) and the GIC Provider in accordance with the foregoing shall not constitute an amendment to, or a modification or variation of, the Guaranteed Investment Contract;"

(3) The following definitions are added in Article 1 of the Master Definitions and Construction Agreement in alphabetical order as follows:

> ""**Applicable Rate"** means one of CORRA Compounded Index, CORRA, the CAD Recommended Rate or the BOC Target Rate, as applicable;"
>
> ""**Bank of Canada Business Day**" means a day that Schedule I banks under the Bank Act (Canada) are open for business in Toronto, Ontario, Canada, other than a Saturday or a Sunday or a public holiday in Toronto (or such revised regular publication calendar for an Applicable Rate as may be adopted by the Reference Rate Administrator from time to time);"
>
> ""**BOC Target Rate**" means the Bank of Canada's target for the overnight rate as set by the Bank of Canada and published on the Bank of Canada's website;"
>
> ""**CAD Recommended Rate**" means the rate (inclusive of any spreads or adjustments) recommended as the replacement for CORRA by a committee officially endorsed or convened by the Bank of Canada for the purpose of recommending a replacement for CORRA (which rate may be produced by the Bank of Canada or another administrator) and as provided by the administrator of that rate or, if that rate is not provided by the administrator thereof (or a successor administrator), published by an authorized distributor;"
>
> ""**CORRA**" means the Canadian overnight repo rate average, as published by the Bank of Canada, as the administrator of CORRA (or any successor Reference Rate Administrator), on the website of the Bank of Canada or any successor website;"
>
> ""**CORRA Compounded Index**" means the measure of the cumulative impact of CORRA compounding over time administered and published by the Bank of Canada (or any successor Reference Rate Administrator);"

““**Daily Compounded CORRA**” means, for a Guarantor Observation Period, the rate calculated using the following method, with the resulting percentage rounded, if necessary, to the fifth decimal place, with 0.000005% being rounded upwards and (-) 0.000005% being rounded downwards:

$$\textit{Daily Compounded CORRA} = \left(\frac{CORRA\ Compounded\ Index_{end}}{CORRA\ Compounded\ Index_{start}} - 1\right) \times \left(\frac{365}{d}\right)$$

where:

“**CORRA Compounded Index$_{start}$**” is equal to the CORRA Compounded Index value on the date that is two Bank of Canada Business Days preceding the first date of the relevant Guarantor Calculation Period;

“**CORRA Compounded Index$_{end}$**” is equal to the CORRA Compounded Index value on the date that is one Bank of Canada Business Day preceding the last day of such Guarantor Calculation Period; and

“**d**” is the number of calendar days in the relevant Guarantor Observation Period.”

““**Guarantor Calculation Period**” means each period from, but excluding, the last Business Day of each month to, and including, the last Business Day of the next succeeding month, provided that (i) the first Guarantor Calculation Period began on, and included, the Programme Establishment Date and ended on the last Business Day of the month of January, 2014 and (ii) the final Guarantor Calculation Period shall end on, but exclude, the Termination Date;”

““**Guarantor Observation Date**” means, in respect of a Guarantor Calculation Period, the last Bank of Canada Business Day in the related Guarantor Observation Period;”

““**Guarantor Observation Period**” means, in respect of a Guarantor Calculation Period, the period from, and including, the date that is two Bank of Canada Business Days preceding the first date in such Guarantor Calculation Period to, but including, the date that is two Bank of Canada Business Days preceding the last day of such Guarantor Calculation Period;”

““**Index Cessation Effective Date**” means, in respect of an Index Cessation Event, the first date on which the Applicable Rate is no longer provided. If the Applicable Rate ceases to be provided on the same day that it is required to determine the applicable component of the GIC Rate for a Guarantor Observation Date, but it was provided at the time at which it is to be observed (or, if no such time is specified, at the time at which it is ordinarily published), then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published;”

““**Index Cessation Event**” means:

(a) a public statement or publication of information by or on behalf of the Reference Rate Administrator or provider of the Applicable Rate announcing that it has ceased or will cease to provide the Applicable Rate permanently or indefinitely,

provided that, at the time of the statement or publication, there is no successor Reference Rate Administrator or provider of the Applicable Rate that will continue to provide the Applicable Rate; or

(b) a public statement or publication of information by the regulatory supervisor for the Reference Rate Administrator or provider of the Applicable Rate, the Bank of Canada, an insolvency official with jurisdiction over the Reference Rate Administrator or provider of the Applicable Rate, a resolution authority with jurisdiction over the Reference Rate Administrator or provider of the Applicable Rate or a court or an entity with similar insolvency or resolution authority over the Reference Rate Administrator or provider of the Applicable Rate, which states that the Reference Rate Administrator or provider of the Applicable Rate has ceased or will cease to provide the Applicable Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor Reference Rate Administrator or provider of the Applicable Rate that will continue to provide the Applicable Rate;"

""**Reference Rate Administrator**" means the Bank of Canada or any successor administrator for CORRA and/or the CORRA Compounded Index or the administrator (or its successor) of another Applicable Rate, as applicable;"

(4) Article 8 is amended by replacing the address of the Bond Trustee with the following:

"**COMPUTERSHARE TRUST COMPANY OF CANADA**
650 de Maisonneuve Boulevard West, 7th Floor
Montréal, Québec, Canada, H3A 3T2"

(5) The following article shall be inserted immediately after Article 8:

"**9. LANGUAGE**
The parties hereto confirm that it is their wish that this Agreement and all documents relating thereto, including notices, be drawn up in the English language. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous les avis, s'y rapportant soient rédigés en langue anglaise*."

## 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: President and Secretary

Per: *(signed)*

Name: Charles Eric Gauthier
Title: Vice-President and Assistant Secretary

**COMPUTERSHARE TRUST COMPANY OF CANADA**

Per: *(signed)*

Name: Bianca Kara
Title: Authorized Signatory

Per: *(signed)*

Name: Francis Nixon
Title: Authorized Signatory

**PRICEWATERHOUSECOOPERS LLP**

Per: *(signed)*

Name: Martin Bernier
Title: Partner