AMENDED AND RESTATED CUSTODIAL AGREEMENT

by and among

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

as Seller, Servicer and Cash Manager

and

CCDQ COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP

as Guarantor

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as Custodian and Bond Trustee

December 19, 2025

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AMENDED AND RESTATED CUSTODIAL AGREEMENT

THIS AMENDED AND RESTATED CUSTODIAL AGREEMENT (this "**Agreement**") is made as of this 19th day of December, 2025.

BY AND AMONG:

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, (the "**Issuer**") a financial services cooperative organized under the laws of Québec having its executive offices at 100 avenue des Commandeurs, Lévis, Québec, Canada, G6V 7N5, as Account Depository Institution (in its capacity as Seller, hereinafter referred to as the "**Seller**"; in its capacity as Servicer, hereinafter referred to as the "**Servicer**"; in its capacity as Cash Manager, hereinafter referred to as the "**Cash Manager**")

- and -

CCDQ Covered Bond (Legislative) Guarantor Limited Partnership, a limited partnership constituted under the *Limited Partnerships Act* (Ontario) and having its registered office at 66 Wellington Street West, Suite 5300, Toronto Dominion Bank Tower, Toronto, Ontario, Canada, M5K 1E6 herein represented by its managing general partner, **CCDQ CB (Legislative) Managing GP Inc.** (the "**Guarantor**")

-and-

Computershare Trust Company of Canada, a trust company formed under the laws of Canada with a place of business at 650 De Maisonneuve Boulevard West, 7th Floor, Montréal, Québec, Canada, H3A 3T2, in its capacity as Custodian (hereinafter referred to as the "**Custodian**") and in its capacity as Bond Trustee (hereinafter the "**Bond Trustee**").

WHEREAS

A. The Guarantor will from time to time acquire Loans and their Related Security from the Seller in accordance with the terms of the Hypothecary Loan Sale Agreement and may also acquire Substitute Assets in connection with the Programme.

B. The Custodian has offered to provide the Guarantor with, and the Guarantor has agreed to engage the Custodian to so provide, certain services with respect to the Loans and their Related Security and Substitute Assets held by the Guarantor.

C. On January 18, 2014, La Caisse Centrale Desjardins Du Québec (the predecessor of the Issuer), the Guarantor and the Custodian entered into the custodial agreement that was subsequently amended by the first amending agreement dated as of September 18, 2014, the second amending agreement dated as of December 21, 2017 and the third amending agreement dated as of December 21, 2020 (collectively, the "**2014 Custodial Agreement**").

(F) In connection with the renewal of the Programme on or about December 19, 2025, the parties to this Agreement wish to amend and restate the 2014 Custodial Agreement in its entirety by entering into this Agreement.

NOW IT IS HEREBY AGREED as follows:

ARTICLE 1 - DEFINITIONS

1.1 The second amended and restated master definitions and construction agreement made between the parties to the Transaction Documents on December 19, 2022, as amended by the first amending agreement dated as of December 19, 2024 and the second amending agreement dated as of December 19, 2025 (as the same may be further amended, varied or supplemented from time to time with the consent of the parties thereto) (collectively, the "**Master Definitions and Construction Agreement**") is expressly and specifically incorporated into this Agreement and, accordingly, the expressions defined in the Master Definitions and Construction Agreement (as so amended, varied or supplemented) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Agreement, including the recitals hereto and this Agreement shall be construed in accordance with the interpretation provisions set out in Section 2 of the Master Definitions and Construction Agreement.

1.2 Save as expressly provided herein, any representations, warranties or undertakings provided under this Agreement are made to each other party to this Agreement.

ARTICLE 2 – APPOINTMENT OF CUSTODIAN

2.1 The Issuer and the Guarantor hereby confirm the appointment of the Custodian as the lawful custodian of the data and documents delivered to it hereunder in connection with the Programme. The Custodian hereby accepts such appointment on the terms and subject to the conditions of this Agreement. The Bond Trustee consents to the appointment of the Custodian on the terms of and subject to the conditions of this Agreement.

ARTICLE 3 - SERVICES TO BE PROVIDED

3.1 Subject to Section 3.2, the Custodian is prepared to provide the following services (the "**Custodial Services**"):

(a) securely and confidentially hold and store all data and documents delivered to it pursuant to this Agreement;

(b) upon reasonable request, make available to the Asset Monitor such data and documents held by the Custodian in connection with the Programme as the Asset Monitor may require to enable it to perform its obligations under the Asset Monitor Agreement or otherwise in connection with the Programme;

(c) upon reasonable request, make available to CMHC in a timely manner such data and documents held by the Custodian in connection with the Programme as CMHC may require to enable it to verify that the Issuer, Guarantor and Programme are in compliance with the CMHC Guide and the Covered Bond Legislative Framework; and

(d) such other custodial services in respect of the Loans and their Related Security and the Substitute Assets as may be required by the CMHC Guide and the Covered Bond Legislative Framework from time to time.

3.2 In providing the Custodial Services, the Custodian shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of the Custodial Services or in the exercise of any of its rights or powers in connection therewith.

3.3 The Custodian shall not be responsible for any misconduct or negligence on the part of any person or entity appointed with reasonable due care by it to provide any of the Custodial Services.

3.4 The Custodian shall not be responsible for the verification of any documents delivered to it pursuant to the terms hereof or be obligated to determine whether such documents satisfy the requirements of the terms hereof or the CMHC Guide.

3.5 The Custodian is performing its role hereunder solely as a custodian and is under no obligation or requirement to take instructions from or otherwise comply with requests from other parties unless specifically provided for pursuant to the terms hereof.

3.6 The duties, responsibilities and obligations of the Custodian shall be limited to those expressly set forth herein and no other duties, responsibilities or obligations shall be inferred or implied.

3.7 The Custodian shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Custodian ("Electronic Methods") from a person purporting to be (and whom such Custodian, acting reasonably, believes in good faith to be) the authorized representative of the Seller or the Guarantor, as sufficient instructions and authority of the Seller or the Guarantor for the Custodian to act and shall have no duty to verify or confirm that person is so authorized. The Custodian shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions. Each of the Seller and Guarantor agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian and that there may be more secure methods of transmitting instructions than the method(s) selected by the Issuer; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

ARTICLE 4 – OBLIGATIONS OF THE SELLER

4.1 On or prior to the First Transfer Date, the Seller shall deliver to the Custodian (a) for safekeeping separate irrevocable powers of attorney in favour of the Guarantor or its nominee substantially in the form contemplated by Section 7.5 of the Hypothecary Loan Sale Agreement and duly executed by the Seller and each applicable Originator, and (b) an opinion of counsel to the Seller confirming that such powers of attorney are (i) valid and enforceable against the Seller or the applicable Originator, as the case may be, and (ii) sufficient to allow the Guarantor or its nominee to effect the transfer of title of the Hypothecs transferred to it by the Seller or the applicable Originator, as the case may be.

4.2 On or prior to each Transfer Date and each date on which the Guarantor (or the Cash Manager on its behalf) invests in or otherwise acquires Substitute Assets, the Seller, or the Servicer or the Cash Manager on behalf of the Seller, shall deliver to the Custodian for safekeeping (a) Eligible Loan Details, and (b) Substitute Asset Details in respect of the Loans and their Related Security and Substitute Assets, if any, transferred by the Seller to, or otherwise acquired by, the Guarantor on such date.

4.3 Within two (2) Montreal Business Days following each transfer of Loans and their Related Security and/or Substitute Assets to or from the Guarantor to any Person or the occurrence of a Registered Title Event, the Seller, or the Servicer or the Cash Manager on behalf of the Seller, shall deliver to the Custodian for safekeeping (a) Eligible Loan Details, and (b) Substitute Asset Details, including in respect of the Portfolio Assets and Substitute Assets, if any, transferred to or from the Guarantor on such date.

4.4 On or prior to the date that is three months after the First Transfer Date and at least every three months thereafter, the Seller, or the Servicer or the Cash Manager on behalf of the Seller, shall (a) deliver to the Custodian for safekeeping, updated (i) Eligible Loan Details, and (ii) Substitute Asset Details in respect of all Loans and their Related Security and Substitute Assets held by the Guarantor, respectively, and (b) confirm to the Custodian that it is not aware of any change in law affecting or reasonably expected to affect the enforceability of the powers of attorney previously delivered to the Custodian in accordance with Section 4.1(a).

4.5 (a) Forthwith following a change in law affecting or reasonably expected to affect the enforceability of the powers of attorney previously delivered to the Custodian in accordance with Section 4.1(a), and (b) in advance of the expiry of the powers of attorney previously delivered to the Custodian, the Seller shall deliver to the Custodian updated powers of attorney contemplated by Section 4.1(a) and the corresponding opinion of counsel to the Seller contemplated by Section 4.1(b).

4.6 Forthwith upon the occurrence of an event described in Section 7.1(a) (including clause (vi) thereof) of the Hypothecary Loan Sale Agreement, the Seller, or the Servicer or the Cash Manager on behalf of the Seller, shall deliver to the Custodian (a) for safekeeping, updated (i) Eligible Loan Details, and (ii) Substitute Asset Details in respect of all Loans and their Related Security and Substitute Assets held by the Guarantor, respectively, and (b) to the extent not previously delivered to the Custodian, each of the powers of attorney required by Section 4.1(a) (unless replaced by Section 4.5) and Section 4.5, as applicable, together with documentary evidence of chain of title to the Loans and their Related Security and Substitute Assets held by the Guarantor and duly executed copies of any other registrable forms of assignment that may be required by the Guarantor in order to Perfect the sale, assignment and transfer of the Loans and their Related Security from the Seller to the Guarantor, including for greater certainty, any additional documents that may be required for such purposes pursuant to the CMHC Guide or otherwise.

4.7 A copy of each opinion delivered to the Custodian pursuant to this Article 4 shall be delivered by the Seller contemporaneously to CMHC.

ARTICLE 5 - OBLIGATIONS OF THE SERVICER

5.1 Upon the earliest to occur of (a) an Insolvency Event with respect to the Servicer, and (b) a Servicer Termination Event (other than an Insolvency Event with respect to the Servicer) that has

not been cured within 30 days or such shorter period provided for in the Servicing Agreement, the Servicer must deliver to the Custodian in electronic form (where available), or otherwise provide the Guarantor or its agents, including the Custodian, reasonable access to the Loan and Related Security Files and all other books and records of account in respect of the Covered Bond Portfolio in order to facilitate a transition in servicing the Covered Bond Portfolio.

ARTICLE 6 – REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTODIAN

6.1 The Custodian hereby represents, warrants and undertakes to, and covenants with, each of the Guarantor, the Seller and the Servicer that without prejudice to any of its specific obligations hereunder:

(a) it possesses the necessary experience, qualifications, facilities and other resources to perform its responsibilities under this Agreement and the other Transaction Documents to which it is a party and it will devote all due skill, care and diligence to the performance of its obligations and the exercise of its discretions hereunder;

(b) it will comply with the provisions of, and perform its obligations under, this Agreement, the other Transaction Documents to which it is party and the CMHC Guide;

(c) it is and will continue to be in good standing with its regulator;

(d) it is and will continue to be in material compliance with its internal policies and procedures relevant to the services to be provided by it pursuant to this Agreement and the other Transaction Documents to which it is party;

(e) it is and will continue to be in material compliance with all laws, regulations and rules applicable to it in relation to the services provided by it pursuant to this Agreement and the other Transaction Documents to which it is a party;

(f) it is a federally or provincially chartered institution authorized to act in a fiduciary capacity with respect to valuable documents;

(g) it is equipped with secure, fireproof storage facilities, with adequate controls on access to assure the safety, confidentiality and security of the data and documents delivered to it pursuant to this Agreement in accordance with customary standards for such storage facilities;

(h) it will use employees who are knowledgeable in the handling of hypothec and security documents and in the duties of a hypothec and security document custodian;

(i) it has computer systems that can accept electronic versions of the data and documents delivered to it pursuant to this Agreement and is able to transmit such data, in a form that is generally readable by computer systems, to the Asset Monitor, CMHC, the Guarantor and its agents and any successor Servicer appointed pursuant to the Servicing Agreement; and

(j) it is at arm’s length from, and otherwise independent and not an Affiliate of, the Issuer.

6.2 The Custodian covenants and agrees with the Guarantor that it shall remain responsible for the data and documents delivered to it pursuant to this Agreement until the earlier of:

(a) the release of such data and documents to a replacement Custodian in accordance with the terms of this Agreement;

(b) the termination of the Programme, upon which the Custodian shall either (i) release such data and documents to the Seller (or to such other owner of the Loans and their Related Security and Substitute Assets to which such data and documents relate) or as it may direct, or (ii) destroy such data and documents at the instructions of, and in accordance with such procedures as may be satisfactory to, the Seller (or such other owner of the Loans and their Related Security and Substitute Assets to which such data and documents relate); and

(c) in relation to a particular Loan and its Related Security or Substitute Asset, its disposition thereof by the Guarantor or its maturity, upon which the Custodian shall either (i) release such particular data and documents to the owner of the related Loan and its Related Security or Substitute Asset or as it may direct, or (ii) destroy such particular data and documents at the instructions of, and in accordance with such procedures as may be satisfactory to, the owner of the related Loan and its Related Security or Substitute Asset.

6.3 The Custodian shall maintain privacy policies and procedures consistent with the terms of this Agreement and compliant with all Applicable Privacy Laws. In all cases and without limiting the foregoing, the Custodian shall comply with Applicable Privacy Laws in the performance of its obligations under this Agreement. For greater certainty, and without limiting the foregoing, the Custodian shall have in place and maintain, policies governing the collection, use, disclosure, management and security of Personal Information, including, without limitation, an outline of the procedure and reasonable measures that the Custodian has in place to maintain the security of such Personal Information. From time to time, but not more often than once per annum, the Guarantor may, by request in writing to Custodian, request that the Custodian provide and the Custodian shall, promptly following a receipt of such request, provide to the Guarantor a certificate of an officer of the Custodian certifying the Custodian's maintenance of, and compliance with, such policies.

6.4 Nothing in this Agreement shall prevent the Custodian from rendering or performing services similar to those provided for in this Agreement to or for itself or other persons, firms or companies or from carrying on business similar to or in competition with the business of the Guarantor.

ARTICLE 7 – CONFIDENTIALITY

7.1 During the continuance of this Agreement or after its termination, the Custodian shall use its reasonable endeavours not to disclose to any person, firm or company whatsoever any information relating to the business, finances or other matters of a confidential nature of any other party hereto of which it may exclusively by virtue of being party to the Transaction Documents have become possessed and shall use all reasonable endeavours to prevent any such disclosure as aforesaid, provided however that the provisions of this Article 7 shall not apply:

(a) to any information already known to the Custodian otherwise than as a result of entering into any of the Transaction Documents;

(b) to any information subsequently received by the Custodian which it would otherwise be free to disclose;

(c) to any information which is or becomes public knowledge otherwise than as a result of the conduct of the Custodian;

(d) to any extent that the Custodian is required to disclose the same pursuant to the CMHC Guide, the Covered Bond Legislative Framework, any Transaction Document or any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank or any governmental or other authority (including, without limitation, any official bank examiners or regulators);

(e) to the extent that the Custodian needs to disclose the same for the protection or enforcement of any of its rights under any of the Transaction Documents or in connection herewith or therewith or for the purpose of discharging, in such manner as it thinks fit, its duties under or in connection with such agreements in each case to such persons as required to be informed of such information for such purposes; or

(f) in relation to any information disclosed to the professional advisers of the Custodian or to any credit rating agency or any prospective new custodian.

ARTICLE 8- INDEMNITY AND LIMITATION OF LIABILITY

8.1 The Issuer agrees to defend, indemnify and hold harmless the Custodian, its successors and assigns, and its and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a solicitor and client basis) (collectively, "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur, or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or the Custodian's duties hereunder or any other services that the Custodian may provide to the Issuer or the Guarantor in connection with or pursuant to the terms of this Agreement or the Custodian's duties hereunder, except that no individual Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith, engaged in wilful misconduct or been grossly negligent.

8.2 The Issuer agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the termination of this Agreement.

8.3 The Custodian shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Custodian (including but not limited to any act or provision of any present or future law or regulation or Governmental Authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, loss or malfunctions of utilities, computer (hardware or software) or communication services or the unavailability of any wire or facsimile or other wire or communication facility).

8.4 In no event shall the Custodian be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to loss of profit).

8.5 The Custodian shall not be liable for any error of judgment made in good faith, unless it is proved that the Custodian was negligent in ascertaining the pertinent facts.

8.6 The Custodian shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Custodian, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Custodian, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' written notice to the Issuer and the Guarantor, provided that (a) the Custodian's written notice shall describe the circumstances of such non-compliance; and (b) if such circumstances are rectified to the Custodian's satisfaction within such 10 day period, then such resignation shall not be effective.

ARTICLE 9 - REMUNERATION, COSTS AND EXPENSES

9.1 The Issuer shall pay to the Custodian as consideration for its services provided pursuant to this Agreement an annual fee of such amount as may be agreed to from time to time by the parties.

9.2 In addition to Section 9.1, the Issuer shall reimburse the Custodian on demand for all reasonable travelling and other out of pocket expenses properly incurred by it, its agents, employees in the performance of its or their duties.

9.3 The Issuer shall further pay the Custodian such additional remuneration, or meet the cost of such additional expenses (including legal and accounting advice) as shall be agreed between the Custodian and the other parties hereto in the event that the Custodian finds it expedient or necessary or it is requested by the other parties hereto to undertake duties which the Custodian and the other parties hereto agree to be of an exceptional nature or otherwise outside the scope of the Custodial Services.

9.4 The Custodian is hereby authorized, at its discretion and at the expense of the Issuer:

(a) to refer all documents or requests relating to the Custodial Services or any other matters to its legal department, the Issuer's legal department, the Issuer's solicitors, or the solicitors for the Guarantor for direction and advice, and the Custodian, in so doing, shall be indemnified and held harmless by the Issuer against and from any liability, cost and expense for any action taken by it in accordance with such instructions or advice. The Custodian may, however, accept and act on any documents which appear to it to be in order and, in such cases, in the absence of gross negligence or wilful misconduct, shall be indemnified and held harmless by the Issuer against and from any liability, cost and expense; and

(b) to employ such counsel, consultants, experts, advisers, agents or agencies as it may reasonably require for the purpose of determining and discharging its duties hereunder and shall not be responsible for the negligent actions or misconduct of such parties, provided that the Custodian exercised reasonable due care in employing such parties.

ARTICLE 10 - TERMINATION

10.1 If the Custodian or any other party hereto, as the case may be, shall commit a breach of this Agreement which is not capable of remedy or shall commit a breach of this Agreement which is capable of remedy but which is not remedied within 30 days of receipt by the Custodian or, as the case may be, such other party, of notice from any other party, or as the case may be, the Custodian, specifying such breach and requiring the same to be remedied, the Custodian, or as the case may be, the other parties hereto (acting jointly; provided that the Guarantor may unilaterally terminate this Agreement by notice to the Custodian and the Issuer in the event of a default by the Custodian in the performance or observance of any of its covenants and obligations, or a breach by the Custodian of any of its representations and warranties, respectively, under Section 6.1) may terminate this Agreement forthwith by notice in writing to the Custodian, or as the case may be to the other parties jointly hereto.

10.2 If not previously terminated, this Agreement may be terminated by either the Custodian or the other parties hereto (acting jointly) serving one (1) month notice (or such shorter period as may be agreed to by the parties hereto) in writing to the other parties hereto (jointly), or as the case may be, the Custodian.

10.3 Except when terminated as a result of a default by the Custodian in the performance or observance of any of its covenants and obligations, or a breach by the Custodian of any of its representations and warranties, respectively, under Section 6.1, where such termination shall be effective immediately, no termination of the Custodian hereunder will become effective until the appointment of a successor custodian in place of the Custodian. Upon the termination of the Custodian as custodian under this Agreement, each of the parties hereto shall use commercially reasonable efforts to appoint a successor custodian that satisfies the conditions set forth in Section 6.1.

10.4 The Guarantor shall provide notice to CMHC of the termination or resignation of the Custodian and of the Custodian's successor contemporaneously with the earlier of (i) notice of such termination or resignation and replacement to a Rating Agency, (ii) notice of such termination or resignation and replacement being provided to or otherwise made available to Covered Bondholders and (iii) five Montreal Business Days following such termination or resignation and replacement (unless the replacement has yet to be identified at that time, in which case notice of the replacement may be provided no later than 10 Montreal Business Days thereafter). Any such notice shall include (if known) the reasons for the termination or resignation of the Custodian, all information relating to the replacement required by the CMHC Guide and a revised and amended copy of this Agreement with such replacement.

10.5 The obligations of the parties pursuant to Article 7, Article 8, Article 9 and Article 12 hereof shall survive the termination of this Agreement.

ARTICLE 11 - NOTICES

11.1 Any Notice, consent or approval (hereinafter collectively referred to as a "**Notices**") required or permitted to be given in connection with this letter agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or transmitted by electronic communication (email) to the address set forth below, as applicable:

(a) in the case of the Guarantor at:

CCDQ Covered Bond (Legislative) Guarantor Limited Partnership
66 Wellington Street West
Suite 5300
Toronto Dominion Bank Tower
Toronto, Ontario
Canada M5K 1E6

Attention: [redacted]
Email: [redacted]

(b) in the case of Notices to the Issuer, Seller or Servicer at:

Fédération des Caisses Desjardins du Québec
100 avenue des Commandeurs
Lévis, Québec
Canada, G6V 7N5

Attention: [redacted]
Email: [redacted]

(c) in the case of Notices to the Custodian or the Bond Trustee at:

Computershare Trust Company of Canada
650 De Maisonneuve Boulevard West
7th Floor
Montréal, Québec
Canada, H3A 3T2

Attention: [redacted]
Email: [redacted]

Notices delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Montreal Business Day prior to 4:00 p.m. local time in the place of delivery or receipt. If Notices are delivered or transmitted after 4:00 p.m. local time or if the day is not a Montreal Business Day, then the Notices shall be deemed to have been given and received on the next Montreal Business Day.

Any party hereto may, from time to time, change its address or electronic transmission (email) by giving written notice to the other parties in accordance with the provisions as set out herein.

ARTICLE 12- NON-PETITION

12.1 The Custodian agrees that it shall not institute or join any other Person or entity in instituting against, or with respect to, the Guarantor or any of the general partners of the Guarantor, any bankruptcy or insolvency event so long as any securities issued by the Guarantor shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any

such securities shall have been outstanding. The foregoing provision shall survive the termination of this Agreement by any party.

ARTICLE 13 - GENERAL

13.1 Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended or modified only by written agreement of all of the parties, and if any such amendment or any waiver of any provision of this Agreement is determined to be material in the opinion of the Guarantor, Rating Agency Confirmation shall be required in respect thereof. The Guarantor (or the Cash Manager on its behalf) shall deliver notice to the Rating Agencies of any amendment or waiver which does not require Rating Agency Confirmation provided that failure to deliver such notice shall not constitute a breach of the obligations of the Guarantor under this Agreement. This Agreement (and the benefits and obligations contained in it) may not be assigned by any party without the prior written consent of each of the other parties hereto and unless the Guarantor has obtained Rating Agency Confirmation for any such assignment.

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

13.3 This Agreement is a contract made and shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

13.4 Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and by execution and delivery of this Agreement, each of the parties hereto consents to the non-exclusive jurisdiction of those courts. Each of the parties hereto irrevocably waives, to the maximum extent permitted by law, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. Each of the parties hereto waives personal service of any claim, notice of motion or application, summons, complaint or other process, which may be made by any other means permitted by Ontario law. Each of the parties hereto waives any right it may have to require a trial by jury.

[*Remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COMPUTERSHARE TRUST COMPANY OF CANADA, as Custodian

Per: *(Signed)*
Name: Bianca Kara
Title: Authorized Signatory

Per: *(Signed)*
Name: Ana Kamami
Title: Authorized Signatory

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, acting by its managing general partner CCDQ CB (LEGISLATIVE) MANAGING GP INC.

Per: *(Signed)*
Name: Alain Leprohon
Title: Secretary, Director

COMPUTERSHARE TRUST COMPANY OF CANADA, as Bond Trustee

Per: *(Signed)*
Name: Bianca Kara
Title: Authorized Signatory

Per: *(Signed)*
Name: Ana Kamami
Title: Authorized Signatory