



THE BANK OF NOVA SCOTIA

Global Wholesale Operations
Derivative Products
44 King St. West, Toronto, Ontario, Canada M5H 1H1

Amendment Letter to Covered Bond Swap Confirmation

November 09, 2023

To: EQB Covered Bond (Legislative) Guarantor Limited Partnership,

acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc.

66 Wellington Street West, Suite 5300

TD Bank Tower Toronto, Ontario Canada M5K 1E6

Attn: Alex Prokoudine

Fax: Email:

Amendment Letter

This Confirmation supersedes and replaces any previously issued Confirmation in respect of the Transaction described below:

Covered Bond Transaction (re EUR 300,000,000 1.375 per cent. Covered Bonds due May 27, 2025 Series CBL2 (ISIN: XS2484201467; Common Code: 248420146) under the CAD 2,000,000,000 Global Legislative Covered Bond Programme unconditionally and irrevocably guaranteed as to payments by EQB Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc.

Trade Reference – Series CBL2 (Our Reference ID: C90606) (Original Reference ID: C78422)

Dear Sir or Madam,

We refer to the Transaction between The Bank of Nova Scotia ("Party A") and EQB Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc. ("Party B"), having a Trade Date of May 18, 2022 and an Effective Date of May 27, 2022; evidenced by the Confirmation dated May 19, 2022 as amended from time to time (the "Confirmation") under the ISDA Master Agreement dated July 27, 2021.

The purpose of this amendment letter is to amend the following provisions of the Confirmation as follows:

1. The "Swap Provider Calculation Period" definition will be deleted and replaced with the following:

Swap Provider Calculation Period:

Each period from and including a CBL2 Interest Payment Date to, but excluding, the next following applicable CBL2 Interest Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date.

2. The "Party A Payment Amount" definition will be deleted and replaced with the following:

Party A Payment Amount:

On each Swap Provider Payment Date on or prior to the Final Maturity Date for Series CBL2, Party A will pay to Party B the product of:

- (a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, the CBL2 Interest Payment Date following such Swap Provider Payment Date;
- (b) the Party A Fixed Rate Day Count Fraction for the Swap Provider Calculation Period ending on the CBL2 Interest Payment Date following such Swap Provider Payment Date: and
- (c) the Party A Fixed Rate.

On each Swap Provider Payment Date after the Final Maturity Date for Series CBL2, Party A will pay to Party B the product of:

- (a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, the CBL2 Interest Payment Date following such Swap Provider Payment Date:
- (b) the Party A Floating Rate Day Count Fraction for the Swap Provider Calculation Period ending on the CBL2 Interest Payment Date following such Swap Provider Payment Date; and
- (c) the Party A Floating Rate.

All other provisions of the Confirmation shall remain in full force and effect, unamended.

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Confirmation

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

THE BANK OF NOVA SCOTIA

By: ______ "Jackson Cheung"

Name: Jackson Cheung

Title: Authorized Signature: The Bank of Nova Scotia

By: _____ "Vivek Shah"

Name: Vivek Shah

Title: Authorized Signature: The Bank of Nova Scotia

Confirmed as of the date first written above:

EQB COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP,

acting by its managing general partner,

EQB COVERED BOND (LEGISLATIVE) GP INC.

Name: Alex Prokoudine Title: Authorized Signatory

By: "Michael Mignardi"

Name: Michael Mignardi Title: Authorized Signatory