

**FIRST AMENDING AGREEMENT TO
GUARANTOR AGREEMENT**

THIS FIRST AMENDING AGREEMENT TO GUARANTOR AGREEMENT (this “**Agreement**”) is made as of the 10th day of October, 2025.

BETWEEN:

- (1) **Scotiabank Covered Bond GP Inc.**, a corporation incorporated under the laws of Canada;
- (2) **8429057 Canada Inc.**, a corporation incorporated under the laws of Canada;
- (3) **The Bank of Nova Scotia**, a bank named in Schedule I to the Bank Act (Canada); and
- (4) **Computershare Trust Company of Canada**, a trust company formed under the laws of Canada.

WHEREAS the parties hereto entered into an amended and restated limited partnership agreement made as of February 7, 2018 (the “**Guarantor Agreement**”);

AND WHEREAS the parties hereto have agreed to further amend the Guarantor Agreement pursuant to the terms of this Agreement;

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 – AMENDMENT

1.01 Amendment

(1) Section 6.1(2) of the Guarantor Agreement is deleted in its entirety and is replaced with the following:

(2) If, at any time prior to the occurrence of an Issuer Event of Default, one or more Rating Agencies downgrades the unsecured, unsubordinated and unguaranteed debt obligations or issuer default rating of the Issuer below the Reserve Fund Required Amount Ratings, no later than five Toronto Business Days following the occurrence of such event, the Guarantor (or the Cash Manager on its behalf):

- (a) shall establish the Reserve Fund on the GDA Account in the books of account of the Partnership maintained pursuant to Section 9.3; and
- (b) provided that the Guarantor shall have paid all of its obligations in respect of items ranking higher than the Reserve Ledger in the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments on each subsequent Guarantor Payment Date, shall credit or cause to be credited to the Reserve Fund

funds up to an amount equal to the Reserve Fund Required Amount with Available Revenue Receipts, which amount may be maintained in cash and, after 1 January 2026, cash and Substitute Assets.

(2) Section 9.8(1) clause (i) is amended and replaced with the following:

(i) the amount necessary to meet its payment or Reserve Fund obligations for the immediately succeeding six months pursuant to the terms of the Transaction Documents, or

(3) Schedule 2 of the Guarantor Agreement is deleted in its entirety and is replaced with Schedule 2 set forth in Schedule A to this Agreement.

(4) Schedule 10 of the Guarantor Agreement is deleted in its entirety and is replaced with Schedule 10 set forth in Schedule B to this Agreement.

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 Guarantor 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 Guarantor 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 Guarantor Agreement (prior to its amendment hereby).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first before written.

THE BANK OF NOVA SCOTIA

By: "Agnes Varatinskaite"
Name: Agnes Varatinskaite
Title: Managing Director, Term Funding & Capital Management

SCOTIABANK COVERED BOND GP INC.

By: "Agnes Varatinskaite"
Name: Agnes Varatinskaite
Title: Vice President

COMPUTERSHARE TRUST COMPANY OF CANADA

By: "Ashley Hayward"
Name: Ashley Hayward
Title: Authorized Signatory

By: "Ann Samuel"
Name: Ann Samuel
Title: Authorized Signatory

8429057 CANADA INC.

By: "Toni De Luca "
Name: Toni De Luca
Title: President and Secretary

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

SCHDULE A

Schedule 2

Asset Coverage Test

The “**Asset Coverage Test**” is met if the ACT Asset Value (as defined below) shall be in an amount at least equal to the ACT Liability Value (as defined below). For greater certainty, references in this Schedule to “immediately preceding Calculation Date” and “previous Calculation Date” are to the Calculation Period ending on the Calculation Date and references to Loans are to Loans in the Portfolio.

$$\text{Asset Coverage Test} = \text{ACT Asset Value} - \text{ACT Liability Value}$$

$$\text{“ACT Asset Value”} = A + B + C + D + E - F$$

where:

A. *the lower of (1) and (2) :*

- (1) the sum of the LTV Adjusted Loan Balance of each Loan in the Portfolio net of Adjustments; and
- (2) the sum of the Asset Percentage Adjusted Loan Balance of each Loan in the Portfolio, net of Adjustments

B. Principal Receipts up to Calculation Date not otherwise applied

C. Cash capital contributions made by Partners of the Partnership (as recorded in capital account ledger for each Partner) or proceeds advanced under the Intercompany Loan Agreement or proceeds from any sale of Eligible Loans or other cash exclusive of Revenue Receipts up to the Calculation Date

D. Outstanding principal amount of any Substitute Assets outside of Reserve Fund

E. Outstanding principal amount credited to the Reserve Fund and/or amount credited to the Pre-Maturity Liquidity Ledger, in either case if applicable; and

F. Product of:

- (1) weighted average remaining maturity of all outstanding Covered Bonds (in years and, where less than a year, deemed to be a year);
- (2) principal amount outstanding of all Covered Bonds; and
- (3) Negative Carry Factor

“**LTV Adjusted Loan Balance**” = *lower of (1) and (2), where:*

- (1) the True Loan Balance of the relevant Loan; and

- (2) if such Loan is a Performing Eligible Loan, 80% of the Market Value of the related Mortgaged Property, or if such Loan is not a Performing Eligible Loan, zero

“Asset Percentage Adjusted Loan Balance” = Asset Percentage x *lower of (1) and (2)*:

- (1) the True Loan Balance of the relevant Loan; and
- (2) if such Loan is a Performing Eligible Loan, the Market Value of the related Mortgaged Property, or if such Loan is not a Performing Eligible Loan, zero

“Performing Eligible Loans” = Eligible Loans less than three months in arrears

“Adjustments” = *sum of*:

- (1) LTV Adjusted Loan Balance or Asset Percentage Adjusted Loan Balance (as the case may be) of any Performing Eligible Loan in breach of the Loan Representations and Warranties or otherwise subject to the Seller’s repurchase obligation (but yet to be repurchased) under the Mortgage Sale Agreement; and
- (2) financial losses (yet to be recompensed) resulting from any breach by the Seller of any other material warranty in the Mortgage Sale Agreement or from any breach by a Servicer of a material term of the Servicing Agreement

“True Loan Balance” = *sum of*:

- (1) outstanding loan balance of the relevant Loan; and
- (2) all Arrears of Interest and Accrued Interest with respect to the relevant Loan

“Asset Percentage” = As determined below

“Negative Carry Factor” =

- (1) if the weighted average margin of the interest rate payable on the outstanding Covered Bonds relative to the interest rate receivable on the Portfolio is less than or equal to 0.1% per annum, then 0.5%; and
- (2) if the weighted average margin of the interest rate payable on the outstanding Covered Bonds relative to the interest rate receivable on the Portfolio is greater than 0.1% per annum, then the sum of (x) 0.5% and (y) the weighted average margin of the interest rate payable on the outstanding Covered Bonds less 0.1%,

unless the interest rate risk represented by the weighted average margin of the interest rate payable on the outstanding Covered Bonds relative to the interest rate receivable on the Portfolio is addressed or mitigated by the Interest Rate Swap and the “Effective Date” thereunder has occurred, whereupon the Negative Carry Factor shall be nil

“ACT Liability Value” = Nominal amount of Covered Bond liabilities in Canadian dollars (with currency transaction undertaken using or at foreign exchange rates reflected in the related Covered Bond Swap Agreement)

The **“Asset Percentage”** shall be determined as follows:

- (i) On or prior to the Guarantor Payment Date immediately following the Calculation Date falling in February, May, August and November of each year, and on such other date as the Limited Partner may request following the date on which the Limited Partner is required to assign the Interest Rate Swap Agreement to a third party (each such date a **“Cash Flow Model Calculation Date”**), the Managing GP (or the Cash Manager on its behalf) will determine the percentage figure selected by it as the Asset Percentage based on such methodologies as the Rating Agencies may prescribe from time to time (to ensure sufficient credit enhancement for the Covered Bond Guarantee will be maintained) for the Portfolio based on the value of the Loans and their Related Security in the Portfolio as at the Calculation Date immediately preceding the Cash Flow Model Calculation Date as a whole or on the basis of a sample of Randomly Selected Loans, such calculations to be made on the same basis throughout unless the Rating Agency Condition has been satisfied in respect thereof.
 - (1) The Asset Percentage will from time to time be adjusted in accordance with the various methodologies of the Rating Agencies to ensure that sufficient credit enhancement for the Covered Bond Guarantee will be maintained.
 - (2) The Managing GP (or the Cash Manager on its behalf) will, or will use all reasonable efforts to cause the one or more Rating Agencies to, determine the Asset Percentage at least two days prior to the Guarantor Payment Date following the Cash Flow Model Calculation Date and the Asset Percentage so determined shall be the lowest percentage so determined by any of the Rating Agencies in accordance with this Schedule 2 and shall apply to any calculations in respect of the Calculation Period ending on such Cash Flow Model Calculation Date and each Calculation Period thereafter to but excluding the last day of the following Calculation Period ending on a Cash Flow Model Calculation Date. To the extent a Rating Agency does not respond to a request for a newly-determined Asset Percentage, the Asset Percentage last determined by such Rating Agency shall be applicable with respect to such Rating Agency.
 - (3) Notwithstanding anything to the contrary in this Schedule 2, the Asset Percentage shall at all times be less than or equal to 95%, as determined in accordance with this Schedule 2 and as provided by Section 15.1(z) of the Trust Deed, provided that the Asset Percentage shall not be less than 80% unless otherwise agreed by the Issuer (and following an Issuer Event of Default, the Partnership for the purposes of making certain determinations in respect of the Intercompany Loan).

SCHEDULE B

Schedule 10 Valuation Calculation

- a) The “**Valuation Calculation**” is equal to the VC Asset Value (as defined below) minus the Canadian Dollar Equivalent of the Trading Value of the aggregate Principal Amount Outstanding of the Covered Bonds as calculated on the relevant Calculation Date. For greater certainty, references in this Schedule to “immediately preceding Calculation Date” and “previous Calculation Date” are to the Calculation Period ending on the Calculation Date.
- b) For the purposes of the Valuation Calculation, the “**VC Asset Value**” means the amount calculated as at each Calculation Date as follows:

$$A+B+C+D+E+F$$

where,

A = the aggregate “**LTV Adjusted Loan Present Value**” of (i) each Performing Eligible Loan which shall be the lower of (1) the Present Value of the relevant Loan on such Calculation Date, and (2) 80% multiplied by the Latest Valuation relating to that Loan, and (ii) each Non-Performing Eligible Loan, which shall be equal to zero

minus

the aggregate sum of the following deemed reductions to the aggregate LTV Adjusted Loan Present Value of the Performing Eligible Loans in the Covered Bond Portfolio if any of the following occurred during the previous Calculation Period:

- (1) a Loan or its Related Security was, in the immediately preceding Calculation Period, in breach of the Loan Representations and Warranties contained in the Mortgage Loan Sale Agreement or subject to any other obligation of the Seller to repurchase the relevant Loan and its Related Security, and in each case the applicable Seller has not repurchased the Loan or Loans of the relevant Borrower and its or their Related Security to the extent required by the terms of the Mortgage Loan Sale Agreement. In this event, the aggregate LTV Adjusted Loan Present Value of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced by an amount equal to the LTV Adjusted Loan Present Value of the relevant Loan or Loans on such Calculation Date of the relevant Borrower; and/or
- (2) a Seller, in any preceding Calculation Period, was in breach of any other material warranty under the Mortgage Loan Sale Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate LTV Adjusted Loan Present Value of the Loans in the Covered Bond Portfolio on such Calculation Date will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Partnership in the immediately preceding Calculation Period (such financial loss to be calculated by the Cash Manager

without double counting and to be reduced by any amount paid (in cash or in kind) to the Partnership by the applicable Seller to indemnify the Partnership for such financial loss);

B = the aggregate amount of any Principal Receipts on the Loans and their Related Security up to such Calculation Date (as recorded in the Principal Ledger) which have not been applied as at such Calculation Date to acquire further Loans and their Related Security or otherwise applied in accordance with Article 6 (Priorities of Payments) and/or the other Transaction Documents;

C = the aggregate amount of (i) any Cash Capital Contributions made by the Partners (as recorded in the Capital Account Ledger for each Partner of the Partnership), (ii) proceeds advanced under the Intercompany Loan Agreement or (iii) proceeds from any sale of Selected Loans, which, in each case, have not been applied as at such Calculation Date to acquire further Loans and their Related Security or otherwise applied in accordance with Article 6 (Priorities of Payments) and/or the other Transaction Documents;

D = the Trading Value of any Substitute Assets outside of Reserve Fund;

E = the balance, if any, of the Reserve Fund and the Pre-Maturity Liquidity Ledger, as applicable, provided that Substitute Assets in the Reserve Fund will be valued using the Trading Value; and

F = the Trading Value of the Swap Collateral, if applicable.