

**Interest Rate Swap Confirmation
(Fixed Rate Loans)**

April 23, 2021

To: LBC Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, LBC Covered Bond (Legislative) GP Inc.
199 Bay Street, Suite 600
Toronto, ON M5L 0A2

Attn: Assistant Vice President and Head of Securitization, Laurentian Bank of Canada
Email: Philippe-Olivier.Gibouleau@banquelaurentienne.ca

From: Royal Bank of Canada

Re: **CAD 2,000,000,000 Laurentian Bank of Canada Covered Bond Programme unconditionally and irrevocably guaranteed as to payments by LBC Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, LBC Covered Bond (Legislative) GP Inc.**

Dear Sir or Madam,

The purpose of this letter is to confirm the terms and conditions of the transaction entered into between Royal Bank of Canada (“**Party A**”) and LBC Covered Bond (Legislative) Guarantor Limited Partnership , acting by its managing general partner, LBC Covered Bond (Legislative) GP Inc. (“**Party B**”) on the Trade Date specified below (the “**Transaction**”). This letter constitutes a “Confirmation” as referred to in the Agreement as specified below.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Interest Rate 2002 Master Agreement dated as of April 21, 2021, as amended, restated or supplemented from time to time, between you and us (the “**Agreement**”). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**Definitions**”) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the master definitions and construction agreement dated April 21, 2021 between Laurentian Bank of Canada, LBC Covered Bond (Legislative) Guarantor Limited Partnership, Computershare Trust Company of Canada (the “**Bond Trustee**”), LBC Covered Bond (Legislative) GP Inc., 12815273 Canada Inc., Ernst & Young LLP, Royal Bank of Canada and each other Person who may from time to time become a party thereto, as amended and supplemented from time to time (the “**Master Definitions and Construction Agreement**”); and (iii) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For the purposes of the Definitions, references herein to a “Transaction” shall be deemed to be references to a “Swap Transaction”.

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date: April 23, 2021.
Effective Date: April 23, 2021.

Termination Date:	<p>The earlier of:</p> <ul style="list-style-type: none"> (a) the Final Maturity Date or, if applicable, the Extended Due for Payment Date, for the final Tranche or Series of Covered Bonds then outstanding (provided that the Issuer has not given prior written notice to Party A and Party B that it intends to issue additional Covered Bonds following such date); (b) the date designated therefor by the Bond Trustee and notified to Party A and Party B for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefrom in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 7.03 of any final Tranche or Series of Covered Bonds then outstanding; (c) the date on which the Notional Amount is reduced to zero (provided that the Issuer has not given prior written notice to Party A and Party B that it intends to issue additional Covered Bonds following such date); and (d) the date of redemption pursuant to Condition 6.03 or 6.12 in respect of any final Tranche or Series of Covered Bonds then outstanding (provided that the Issuer has not given prior written notice to Party A and Party B that it intends to issue additional Covered Bonds following such date).
Business Day Convention:	Following, except for the purposes of determining the Calculation Date.
Business Days:	Toronto and Montreal.
Receipt Ratio:	In respect of each Guarantor Calculation Period, the fraction, the numerator of which is the aggregate amount of payments on account of interest in respect of all Fixed Rate Loans actually received by Party B during such period, and the denominator of which is the amounts that become due in that Guarantor Calculation Period on all Fixed Rate Loans, in accordance with the terms of such Fixed Rate Loans and as at the first day in such period, to receive during such period, all as calculated by the Cash Manager and communicated to the Calculation Agent prior to the applicable Payment Date in accordance with the provisions of the Cash Management Agreement. If the Cash Manager fails to communicate the Receipt Ratio for a Guarantor Calculation Period, the Calculation Agent shall use the Receipt Ratio last communicated to it by the Cash Manager.
Notional Amount:	In respect of each Guarantor Calculation Period, an amount in Canadian Dollars equal to the Average Fixed Rate Loan Balance on the last day of the relevant Guarantor Calculation Period multiplied by the Receipt Ratio.

Payment Date: In respect of each Guarantor Calculation Period, the Guarantor Payment Date following the last day of such Guarantor Calculation Period, subject to the Business Day Convention.

Guarantor Calculation Period: 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 (a) the first Guarantor Calculation Period begins on, and includes, the Cut-off Date in respect of the initial Purchase Date and (b) the final Guarantor Calculation Period shall end on, but exclude, the Termination Date.

Calculation Agent: Party A.

Fixed Amounts

Fixed Rate Payer: Party B.

Fixed Rate: On the Trade Date, [REDACTED], and thereafter, as amended pursuant to a Fixed Swap Rate Notice provided by Party A to Party B, provided that such amended Fixed Rate shall not exceed the rate of interest income generated by the Fixed Rate Loans, after taking into account a spread required to be retained by the Guarantor to cover expenses.

Party B Payment Amount: In respect of a Payment Date, Party B will pay to Party A the product of:

- (a) the Notional Amount;
- (b) the Party B Day Count Fraction in respect of the relevant Guarantor Calculation Period; and
- (c) the Fixed Rate.

Party B Day Count Fraction: Actual / 365 (fixed).

Party A Floating Amounts

Floating Rate Payer: Party A.

Party A Floating Rate Option: CAD-BA-CDOR.

Designated Maturity: 1 month.

Party A Spread: [REDACTED]

Party A Payment Amount: In respect of a Payment Date, Party A will pay to Party B the product of:

- (a) the Notional Amount;
- (b) the Party A Day Count Fraction in respect of the relevant Guarantor Calculation Period; and
- (c) the sum of the Party A Floating Rate Option and the Party A Spread in respect of the relevant Guarantor Calculation Period.

Party A Day Count Fraction: Actual / 365 (fixed).

Other Provisions

(i) On or prior to the 5th Business Day following the end of the Guarantor Calculation Period related to each Guarantor Payment Date, Party B agrees to provide Party A, in its capacity as Calculation Agent, with the information on the Yield Supplement Reference Loans (including the applicable payment speed (CPR) for such Loans) as required by the Calculation Agent to prepare the Yield Supplement Schedule (in the form attached hereto as Schedule A) for such Guarantor Payment Date.

(ii) On or prior to the earlier of (a) the 8th Business Day following the end of the Guarantor Calculation Period related to each Guarantor Payment Date and (b) the 3rd Business Day prior to such Guarantor Payment Date, Party A, in its capacity as Calculation Agent, agrees to provide to Party B and the Cash Manager the Yield Supplement Schedule (in the form attached hereto as Schedule A) and the Fixed Swap Rate Notice applicable to such Guarantor Payment Date to the extent not previously delivered.

(iii) On or prior to the earlier of (a) the 8th Business Day following the end of the Guarantor Calculation Period related to each Guarantor Payment Date and (b) the 3rd Business Day prior to the applicable Guarantor Payment Date, Party A, in its capacity as Calculation Agent, agrees to determine and provide to Party B and the Cash Manager the amount of any Breakage Fee that may be payable on such Guarantor Payment Date resulting from any net decrease to the Notional Amount of this Transaction due to a sale of any Fixed Rate Loan from the Portfolio after taking into account any increase in the Average Fixed Rate Loan Balance (a “**Portfolio Adjustment**”). The “**Breakage Fee**” shall be determined and payable as follows:

(A) if the Mark-to-Market Value of this Transaction immediately prior to the Portfolio Adjustment is greater than the Mark-to-Market Value of this Transaction immediately following the Portfolio Adjustment, Party B will pay the Mark-to-Market Change to Party A on the relevant Guarantor Payment Date; or

(B) if the Mark-to-Market Value of this Transaction immediately prior to the adjustment is less than the Mark-to-Market Value of this Transaction immediately following the adjustment, Party A will pay the absolute value of the Mark-to-Market Change to Party B on the relevant Guarantor Payment Date.

“**Mark-to-Market Change**” means, in respect of this Transaction, an amount (which may be positive or negative) equal to the Mark-to-Market Value of a transaction having identical terms to this Transaction immediately prior to the Portfolio Adjustment minus the Mark-to-Market Value of a transaction having identical terms to this Transaction immediately following the Portfolio Adjustment.

“**Mark-to-Market Value**” means, at any time, an amount which would be payable to Party A (expressed as a positive) or by Party A (expressed as a negative) pursuant to Section 6(e) of the Agreement as though an Early Termination Date had been designated as a result of a Termination Event under the Agreement for which Party B was the sole Affected Party and the only Affected Transaction was this Transaction.

Account Details

Account for payments to Party A:

Bank:
SWIFT:
Beneficiary account:
Beneficiary account number:
Beneficiary SWIFT ID:



or such other account as Party A may direct.

Account for payments to Party B:

Bank:
SWIFT:
Beneficiary account:



Beneficiary account number:


or such other account as Party B may direct.

Contact Details for notices

Party A

Royal Bank of Canada
155 Wellington St. W, 8th Floor
Toronto, ON M5V 3H1
Attention: Fixed Income Derivatives Operations (FIDO)
E-mail: fidoconfirmations@rbc.com
Facsimile No.: 416-842-4902

Party B

LBC Covered Bond (Legislative) Guarantor Limited
Partnership
c/o LBC Covered Bond (Legislative) GP Inc.
199 Bay Street, Suite 600
Toronto, ON M5L 0A2
Attn: Assistant Vice President and Head of Securitization,
Laurentian Bank of Canada
Email: 

[Remainder of page intentionally left blank]

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.

Time of trading is available upon request.

Yours sincerely,

ROYAL BANK OF CANADA

By: signed (Beth Loyola)
Name: Beth Loyola
Title: Authorized Signatory

Confirmed as of the date first written above:

LBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, by its managing general partner,
LBC Covered Bond (Legislative) GP Inc.

By: signed (Sivan Fox)
Name: Sivan Fox
Title: Director
Date:

By: signed (Emmanuela Fleurandin)
Name: Emmanuela Fleurandin
Title: Secretary
Date:

Schedule A
[see attached]

