

MORTGAGE SALE AGREEMENT

by and among

B2B BANK

as Originator

and

LAURENTIAN BANK OF CANADA

as Acquirer and Servicer

**LBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED
PARTNERSHIP**

as Guarantor

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as Bond Trustee

April 21, 2021

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MORTGAGE SALE AGREEMENT

THIS MORTGAGE SALE AGREEMENT (this “**Agreement**”) is made as of April 21, 2021.

BY AND AMONG:

B2B BANK, a bank named in Schedule I to the Bank Act (Canada), whose executive office is at 199 Bay Street, Suite 600, Toronto, Ontario, Canada M5L 0A2, as originator (the “**Originator**”)

- and -

LAURENTIAN BANK OF CANADA, a bank named in Schedule I to the *Bank Act* (Canada), whose executive office is at 1360 René-Lévesque Boulevard West, Suite 600, Montréal, Québec, Canada H3G 0E5, as purchaser (the “**Acquirer**”) and in its capacity as Servicer

- and -

LBC COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Ontario, whose registered office is at 199 Bay Street, Suite 600, Toronto, Ontario, Canada M5L 0A2, by its managing general partner **LBC COVERED BOND (LEGISLATIVE) GP INC.** (hereinafter referred to as the “**Guarantor**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company formed under the laws of Canada whose registered office is at 100 University Avenue, 11th Floor, Toronto, Ontario, Canada M5J 2Y1 in its capacity as the Bond Trustee (hereinafter the “**Bond Trustee**”).

WHEREAS:

- A. The Originator desires from time to time to sell, transfer and assign Loans on a fully-serviced basis, and the Acquirer desires to acquire such Loans on and subject to the terms and conditions of this Agreement.
- B. As provided herein, the Acquirer shall pay the Aggregate Purchase Price on the Purchase Date for the Portfolio Assets and no further consideration will be paid to the Seller for the servicing of the Loans.

THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective covenants, representations, agreements and warranties of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions and Interpretation** The master definitions and construction agreement made between, *inter alios*, the parties to this Agreement on April 21, 2021 (as the same may be amended, restated, varied or supplemented from time to time with the consent of the parties thereto, 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, restated, varied or supplemented from time to time) 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** For the purposes of this Agreement, “this Agreement” has the same meaning as the B2B Mortgage Sale Agreement in the Master Definitions and Construction Agreement.

ARTICLE 2 AMOUNTS AND TERMS OF THE PURCHASES

2.1 Purchase Facility

On and subject to the terms and conditions hereinafter set forth, the Acquirer hereby agrees to make purchases of Portfolio Assets pursuant to Section 2.2(a) from time to time.

2.2 Making Purchases

- (a) The Acquirer may from time to time enquire of the Originator, or the Originator may from time to time notify the Acquirer, as to the availability of Portfolio Assets to be acquired by the Acquirer from the Originator pursuant to this Agreement.
- (b) Upon receiving notice or confirmation, as the case may be, that the Originator has Portfolio Assets available for sale, the Originator may from time to time deliver an irrevocable written notice in the form of Schedule 2.2(b) (each, a “**Purchase Notice**”) to the Acquirer in accordance with Section 9.4 prior to 1:00 p.m. (Montréal time) on the Purchase Date.
- (c) Each Purchase Notice for a purchase of Loans shall:

- (i) specify the date (each, a “**Purchase Date**”) on which the purchase and sale of the Portfolio Assets identified in such Purchase Notice is to take place and the Cut-Off Date for such purchase;
- (ii) specify the Aggregate Purchase Price to be paid by the Acquirer to the Originator on the related Purchase Date for the Portfolio Assets identified in such Purchase Notice that are sold on a fully serviced basis;
- (iii) contain a listing of the Loans to be purchased on the Purchase Date including:
 - (A) for each Loan subject to such Purchase Notice:
 - (1) the Originator’s identification number for such Loan;
 - (2) the name of the Borrower in respect of such Loan;
 - (3) the municipal street address, city, province and postal code of the related Mortgaged Property;
 - (4) the aggregate amount advanced in respect of the Loan;
 - (5) the rate of interest chargeable on each such Loan as of the related Cut-Off Date and whether such rate is fixed or variable;
 - (6) if applicable, the date(s) on which adjustments in interest are to take place or may be effected by the lender pursuant to the Mortgage Terms in respect of the Loan;
 - (7) the maturity date of such Loan;
 - (8) if applicable, the remaining amortization period in respect of such Loan;
 - (9) the Current Balance of such Loan as of the related Cut-Off Date;
 - (10) in the case of Variable Rate Loans, the name of the applicable index; and
 - (11) type of Multiproduct Loan if other than Multiproduct Mortgage Loan.
 - (B) for all Loans subject to such Purchase Notice, on an aggregate basis:
 - (1) the highest and lowest interest rates chargeable on all of the Loans included in such Purchase Notice;

- (2) the weighted average amortization period for such applicable Loans (in months), if applicable;
 - (3) the current index, prime or other reference rate(s) applicable to such Loans as at the related Cut-Off Date;
 - (4) the number of Loans identified in the Purchase Notice; and
 - (5) the aggregate Current Balance as of the related Cut-Off Date of such Loans.
- (d) If the Acquirer agrees to the terms and conditions set out in the Purchase Notice it shall signify its acceptance thereof by executing and returning such Purchase Notice to the Originator on the same day as the day of receipt thereof.
- (e) If the Acquirer fails to accept such Purchase Notice within such period it shall be deemed to have declined to complete the proposed purchase on the terms and conditions set out in such Purchase Notice and this Agreement.
- (f) Upon its acceptance of a Purchase Notice, there shall exist a binding agreement between the Originator and the Acquirer for the sale by the Originator and the purchase by the Acquirer from the Originator of all of the Originator's present and future right, title and interest in, to and under the Purchased Assets listed in the relevant Purchase Notice (which shall, for greater certainty, be deemed to include all present and future Additional Loan Advances as set forth in Section 2.5) upon the terms and conditions of this Agreement including, without limitation, satisfaction of the conditions precedent in Section 3.1, in the case of the initial purchase, and Section 3.2, in the case of the initial purchase and all subsequent purchases (it being understood that Section 3.1 and Section 3.2 are not separately applicable to the purchase of Additional Loan Advances).
- (g) On the Purchase Date specified in a Purchase Notice, with respect to the Portfolio Assets specified in such Purchase Notice, together with all Collections from the Cut-Off Date to the relevant Purchase Date (collectively the "**Purchased Assets**"), the Acquirer shall, upon satisfaction of the applicable conditions set forth in Article 3, pay to the Originator by: (i) executing the Originator Promissory Note and increasing the amount outstanding under the Originator Promissory Note by an amount equal to the Aggregate Purchase Price, in the case of the initial purchase of the Purchased Assets; and (ii) increasing the amount outstanding under the Originator Promissory Note by an amount equal to the Aggregate Purchase Price, in the case of all subsequent purchases of the Purchased Assets, which shall, in each case, evidence the debt of the Acquirer owing for the Portfolio Assets so acquired. The creation of such debt shall be full consideration for the Aggregate Purchase Price of the applicable Portfolio Assets. Upon such credit being made with respect to such Purchased Assets, all of the Originator's beneficial ownership of such Purchased Assets subject to the related Purchase Notice shall be sold, assigned and transferred to the Acquirer on a fully

serviced basis effective as of the related Cut-Off Date and the Originator will execute and deliver the Originator Assignment.

- (h) On each Purchase Date, the Originator shall provide to the Acquirer in respect of the Purchased Portfolio Assets acquired by the Acquirer on such date an amount equal to the aggregate Collections received by the Originator from the applicable Cut-Off Date to and including the date prior to such Purchase Date in respect of such Purchased Portfolio Assets.

2.3 Repurchase upon Breach or Adverse Claim

- (a) If the Acquirer gives notice (each, a “**Portfolio Asset Repurchase Notice**”) to the Originator upon the discovery of any (i) breach of the Originator’s representations, warranties or covenants made pursuant to or in connection with this Agreement which materially and adversely affects the interest of the Acquirer in any Purchased Portfolio Asset or the value of the affected Purchased Portfolio Asset; (ii) Adverse Claim (other than a Permitted Security Interest or a Security Interest arising through the Acquirer), which materially and adversely affects the interest of the Acquirer in any Purchased Portfolio Asset or the value of the affected Purchased Portfolio Asset, or (iii) fact or matter that renders invalid any power of attorney granted by the Originator in respect of any Purchased Portfolio Asset, then unless any such breach, Adverse Claim or invalid power of attorney shall have been cured by the end of the 30th calendar day commencing on the date on which such non-compliance is discovered, the Originator shall repurchase such Purchased Portfolio Asset and its Related Security (if applicable), and any other Loan secured or intended to be secured by that Related Security, which would include one or more Guarantor Purchased Loans made to the same Borrower which were purchased by the Acquirer and secured by the same Related Security, or any part of it on or before the first Calculation Date occurring after such 30 calendar day period. The parties acknowledge that, for purposes of this Section 2.3(a), if any Purchased Portfolio Asset was not on the related Transfer Date an Eligible Loan, the interest of the Acquirer in such Purchased Portfolio Asset shall be deemed to have been materially and adversely affected. The Acquirer’s sole remedy in respect of any matter referred to in this Section 2.3(a), including, for greater certainty, any Purchased Portfolio Asset not being an Eligible Loan on the related Transfer Date, shall be the requirement of the Originator to take the required action under this Section 2.3.
- (b) As consideration for the repurchase of any Purchased Portfolio Asset under this Section 2.3, the Originator shall remit to the Acquirer an amount equal to the Repurchase Amount pursuant to the terms and conditions of the Originator Promissory Note, by decreasing the amount then outstanding under the Originator Promissory Note by an amount equal to such Repurchase Amount and any other Loan secured or intended to be secured by the Related Security of such Purchased Portfolio Asset on the applicable Calculation Date (with the Repurchase Amount being determined as of such Calculation Date), and thereupon all of the Acquirer’s right, title and interest in and to such Purchased Portfolio Asset and all

Collections thereon and proceeds thereof from and after such Calculation Date shall be sold, assigned and transferred to the Originator effective as of such Calculation Date, without recourse, representation or warranty (whether express, implied, statutory or otherwise) to, against, by or on behalf of the Acquirer save and except that (x) such Purchased Portfolio Asset and proceeds thereof are free and clear of any Adverse Claim created by the Acquirer and (y) the Acquirer has the power and authority to sell, transfer and assign all of its right, title and interest in such Purchased Portfolio Asset and the proceeds thereof to the Originator as herein provided. The Acquirer will, at the expense of the Originator, execute and deliver such assignments or other instruments of conveyance with respect to any Purchased Portfolio Asset repurchased by the Originator pursuant to this Section 2.3 as may be reasonably requested.

2.4 Optional Repurchase Provisions

- (a) The Originator may from time to time offer to purchase one or more of the Purchased Portfolio Assets at a purchase price (the “**Optional Repurchase Price**”) equal to the Repurchase Amount of such Purchased Portfolio Asset as of the date of such offer. The Acquirer may accept such an offer at its sole discretion by delivering to the Originator a notice in writing in the form set out in Schedule 2.4 (an “**Optional Repurchase Notice**”). Following the delivery of an Optional Repurchase Notice by the Acquirer to the Originator:
- (i) the Originator shall provide to the Acquirer (or as the Acquirer may direct) an amount equal to the Optional Repurchase Price on the closing date specified in the Optional Repurchase Notice (which date shall not be more than 30 days following the date of such offer), which Optional Repurchase Price may be paid by decreasing the amount then outstanding under the Originator Promissory Note by an amount equal to such Optional Repurchase Price; and
 - (ii) upon the making of such payment all of the Acquirer’s right, title and interest in and to such Purchased Portfolio Assets, and any Collections, from the date of such offer to such closing date shall be sold, assigned and transferred by the Acquirer to the Originator effective as of the date of such closing date, without recourse, representation or warranty (whether express, implied, statutory or otherwise) to, against, by or on behalf of the Acquirer save and except that (x) such Purchased Portfolio Assets and proceeds thereof are free and clear of any Adverse Claim created by the Acquirer and the Guarantor and (y) the Acquirer has the power and authority to sell, transfer and assign all of its right, title and interest in such Purchased Portfolio Assets and proceeds thereof as herein provided. The Acquirer will, at the expense of the Originator execute and deliver such assignments or other instruments of conveyance with respect to the Purchased Portfolio Assets purchased pursuant to this Section 2.4 as may be reasonably requested.

- (b) The Originator, by providing an offer to the Acquirer pursuant to Section 2.4(a) above, shall be deemed to have represented and warranted to the Acquirer that as of the date of such offer, the Purchased Portfolio Assets to be repurchased were selected, in all material respects, (w) on a random basis, (x) as a result of the applicable Loan being within 60 days of the maturity date of such Loan, (y) as a result of the action or inaction of a third party, which, for greater certainty, may include the applicable Borrower in respect of non-repayment of a Loan, establishment of an additional or further advance (including an Additional Loan Advance) or the refinancing (including an early renewal option) or repayment at maturity of all or a portion of a Loan, and not the unilateral action of the Originator, or (z) in accordance with procedures determined by the Acquirer.

2.5 Additional Loan Advances

- (a) The sale by the Originator of any Portfolio Assets to the Acquirer shall not include any obligation to pay any Additional Loan Advance (if any), or any other such obligation relating to payment of funds to a Borrower in respect of such Loans which obligation shall at all times, and notwithstanding the sale of such Portfolio Assets to the Acquirer, remain an obligation of the relevant Originator and the Originator shall fund such Additional Loan Advances. The purchase price to be paid by the Acquirer for all Additional Loan Advances in the B2B Portfolio will be Fair Market Value and funded in accordance with the terms of this Agreement by increasing the amount outstanding under the Originator Promissory Note by an amount equal to such Fair Market Value and, upon the creation of such debt pursuant to the Originator Promissory Note such Additional Loan Advances shall be deemed to be sold and transferred to the Acquirer at the time such Additional Loan Advance is originated and disbursed to the Borrower, and upon transfer to the Acquirer (together with its applicable Related Security) shall be deemed to form part of the applicable Loan and Related Security. For greater certainty, it is hereby confirmed that all present and future Additional Loan Advances sold to the Acquirer pursuant to the terms hereof will have the benefit of the applicable Related Security and upon sale by the Originator to the Acquirer of any such Additional Loan Advance (together with its applicable Related Security) the Originator shall have no interest therein.
- (b) On each date that the Acquirer purchases Additional Loan Advances from the Originator pursuant to Section 2.5(a), the Acquirer shall increase the amount outstanding under the Originator Promissory Note, with respect to each such Additional Loan Advance which was originated by the Originator, by an amount equal to portion of the Current Balance of the related Loan attributable to such Additional Loan Advance on the date of such purchase, which shall evidence the debt of the Acquirer owing for each Additional Loan Advance so acquired. The creation of such debt shall be full consideration for the purchase price of the applicable purchased Additional Loan Advance. Upon such credit being made with respect to any such Additional Loan Advance, the Originator's ownership of such Additional Loan Advance and all Related Security and related Collections

shall be sold, assigned and transferred to the Acquirer effective as of the date of such purchase.

- (c) The amount outstanding under the Originator Promissory Note in relation to each purchased Additional Loan Advance shall bear interest at a rate set forth in the Originator Promissory Note and shall be, along with such interest, subject to payment, prepayment or acceleration as set forth in the Originator Promissory Note.
- (d) Upon the receipt by the Acquirer of any payment, prepayment or instalment under a purchased Additional Loan Advance from the related Borrower, the Acquirer may use such payment, prepayment or instalment to pay the Originator any amount outstanding under the Originator Promissory Note and the amount outstanding under the Originator Promissory Note shall be reduced by an amount corresponding to such payment, prepayment or instalment.
- (e) All payments, if any, required to be made by the Acquirer to the Originator, or by the Originator to the Acquirer, pursuant to or in furtherance of any Origination Purchase Document, shall be made without deduction, allowance or set-off regardless of any defence or counterclaim (whether based on any law, rule or policy now or hereafter issued or enacted by any Government Authority) unless required by applicable law.

ARTICLE 3 CONDITIONS OF PURCHASE

3.1 Conditions Precedent to Initial Purchase

The initial purchase by the Acquirer of Portfolio Assets is subject to the conditions precedent that, as the case may be, the following shall have occurred or that the Acquirer shall have received on or before the date of such purchase (except as otherwise noted) the following, each in form and substance (including the date thereof) satisfactory to it, acting reasonably:

- (a) Executed copies of this Agreement and the other Origination Purchase Documents.
- (b) A certificate of confirmation with respect to the Originator issued by the Office of the Superintendent of Financial Institutions.
- (c) Certified copies of all documents evidencing necessary corporate approvals by the the Originator.
- (d) A certificate of the Secretary or an Assistant Secretary of the Originator certifying the names and true signatures of the officers of the Originator authorized to sign this Agreement and the other Origination Purchase Documents to which it is a party. Until the Acquirer and the Guarantor receive a subsequent incumbency certificate from the Originator, the Acquirer and the Guarantor shall be entitled to rely on the last such certificates delivered to it by the Originator.

- (e) A favourable opinion of counsel for the Originator, in form satisfactory to the Acquirer and the Guarantor, acting reasonably.
- (f) Acknowledgements or duplicate registration copies of proper assignments, Financing Statements and other similar documents or instruments, with registration particulars stamped thereon, naming the Originator, as seller or assignor, and the Acquirer as purchaser or assignee, and duly filed under the PPSA in Ontario on or before the date of such purchase and pursuant to Article 1642 of the Civil Code in Québec within seven Business Days following such purchase in order to perfect the interests of the Acquirer in the applicable Loans contemplated by this Agreement.
- (g) Executed copies of all financing statements, financing change statements, discharges and releases, if any, necessary to discharge or release all security interests and other rights or interests of any Person in the Purchased Assets previously granted by the Originator, together with copies of the relevant financing change statements or other discharge statements or releases with the registration particulars stamped thereon or other assurance satisfactory to the Acquirer.
- (h) Completed PPSA search results, dated within five Business Days of the date of the initial Purchase Date, listing the financing statements referred to in Section 3.1(f) above (other than those filed in Québec, search results in respect of which will be made available within five Business Days of such filing) and all other effective financing statements filed in the jurisdictions referred to in Section 3.1(f) above that name the Originator, as debtor and show no other Adverse Claims on any of the Purchased Loans or Related Security.
- (i) Such other approvals, opinions or documents as the Purchaser may reasonably request.

3.2 Conditions Precedent to All Purchases

Each purchase by the Acquirer under this Agreement of Loans and the Related Security (including the initial purchase of Loans and the Related Security) shall be subject to the further conditions precedent that, as the case may be, the following shall have occurred or that the Acquirer shall have received on or before the date of such purchase (except as otherwise noted) the following, each in form and substance (including the date thereof) satisfactory to it, acting reasonably:

- (a) A completed Purchase Notice in accordance with Section 2.2(b) of this Agreement.
- (b) On the applicable Purchase Date, the representations and warranties contained in Sections 4.1 and 4.2 shall be true and correct on and as of such Purchase Date as though made on and as of such date and the Originator shall be deemed to represent that such representations and warranties are then true and correct.

- (c) An executed Originator Assignment in respect of the Purchased Portfolio Assets to be sold to the Acquirer on the applicable Purchase Date, together with (i) if applicable, a Release of Security for any Shared Security in respect of those Purchased Loans which will constitute Guarantor Purchased Loans upon such sale in accordance with the Security Sharing Agreement, and (ii) such number of executed separate registrable powers of attorney substantially in the form contemplated by Section 7.5 as the Acquirer may request.
- (d) To the extent not previously delivered, acknowledgements or duplicate registration copies of proper assignments, Financing Statements and other similar documents or instruments, with registration particulars stamped thereon, naming the Originator as seller or assignor and the Acquirer as purchaser or assignee, and duly filed under the PPSA in Ontario on or before the date of such purchase and pursuant to Article 1642 of the Civil Code in Québec within seven Business Days following such purchase in order to perfect the interests of the Acquirer in the applicable Loans contemplated by this Agreement.
- (e) Completed PPSA search results, dated within five Business Days of the date of the applicable Purchase Date, listing the financing statements referred to in Section 3.2(d) above (other than those filed in Québec, search results in respect of which will be made available within five Business Days of such filing) and all other effective financing statements filed in the jurisdictions referred to in Section 3.2(d) above that name the Originator as debtor and show no other Adverse Claims on any of the Purchased Loans or Related Security.
- (f) Such other approvals, opinions or documents as the Acquirer may reasonably request.
- (g) A sale of Loans may not include on the relevant Purchase Date the sale of New Portfolio Asset Types to the Acquirer unless the Seller is authorized to sell New Portfolio Asset Types to the Guarantor under the Mortgage Sale Agreement and the Rating Agency Condition has been satisfied in respect of the purchase of such New Portfolio Asset Types.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Originator Representations and Warranties

The Originator represents and warrants to the Acquirer as follows as of the date hereof and as of each Purchase Date that:

- (a) The Originator is a Schedule I Bank existing under the laws of Canada and duly qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to qualify would not constitute a Material Adverse Event.
- (b) The Originator is not a Non-resident.

- (c) The execution, delivery and performance by the Originator of the Origination Purchase Documents to which it is a party (i) are within the Originator's corporate powers, (ii) have been duly authorized by all necessary corporate action, and (iii) do not contravene or result in a material default under or material conflict with (1) the charter or by-laws of the Originator, (2) any law, rule or regulation applicable to the Originator, or (3) any order, writ, judgment, award, injunction, decree or contractual obligation binding on or affecting the Originator or its property.
- (d) No authorization, approval, licenses, consent or other action by, and no notice to or filing with, any Governmental Authority or other Person is required for the due execution, delivery and performance by the Originator of each Origination Purchase Document to which it is a party or to make such Origination Purchase Document legal, valid, binding and admissible into evidence in a court of competent jurisdiction, other than authorizations, approvals, licenses, consents, actions, notices, filings or polling that have been obtained, made or taken.
- (e) Each of the Origination Purchase Documents to which the Originator is a party has been duly executed and delivered and constitutes the legal, valid and binding obligation of, and is enforceable in accordance with its terms against the Originator, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (f) Each of the Purchase Documents to which the Originator is a party has been duly executed and delivered and constitutes the legal, valid and binding obligation of, and is enforceable in accordance with its terms against, the Originator, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (g) There are no actions, suits or proceedings pending or, to the knowledge of the Originator, threatened, against or affecting the Originator at law, in equity or before any arbitrator or Governmental Authority having jurisdiction which, if adversely determined, would result in a Material Adverse Event.
- (h) The Originator is the legal and beneficial owner of the Loans to be sold to the Acquirer on each Purchase Date, free and clear of any Adverse Claim other than Permitted Security Interests; upon each purchase, the Acquirer shall acquire a valid and enforceable first priority perfected legal and beneficial ownership interest in the applicable Loans (which, for greater certainty, shall be Purchased Loans and shall include the Related Security related thereto) and Collections and other proceeds with respect thereto, free and clear of any Adverse Claim other than Permitted Security Interests.
- (i) Other than (i) registrations in the appropriate land titles office, land registry office or similar office of public registration in respect of the sale, transfer and assignment of the relevant Purchased Loans from the Originator to the Acquirer

effected by this Agreement and the Originator Assignments (and any applicable registration in respect of registered title to the relevant Loans), including the Mortgages securing the Purchased Loans, (ii) the provision to Borrowers under the related Purchased Loans or the obligors under the Related Security of actual notice of the sale, transfer and assignment thereof to the Acquirer, and (iii) certain registrations provided in the *Civil Code of Québec* for Properties located in the Province of Québec and the registration provided in Article 1642 of the *Civil Code of Québec*, all material filings, recordings, notifications, registrations or other actions under all applicable laws have been made or taken in each jurisdiction where necessary or appropriate to give legal effect to the transactions contemplated hereby and by the other Origination Purchase Documents, and to validate, preserve, perfect and protect the Acquirer's ownership interest in and rights to collect any and all of the related Purchased Loans being purchased on the relevant Purchase Date, including the right to service and enforce such Purchased Loans and the Related Security related thereto.

- (j) Each Purchase Notice, information, exhibit, financial statement, document, book, record or report furnished or to be furnished at any time by or on behalf of the Originator, as seller or otherwise, to the Acquirer in connection with this Agreement is or will be complete and accurate in all material respects as of the date so furnished.
- (k) Each Portfolio Asset subject to the Purchase Notice will meet the Eligibility Criteria as of the Transfer Date.
- (l) The Originator's complete name is set forth in the preamble to this Agreement.
- (m) The chief or principal place of business, domicile and chief executive office (as such terms are used in the PPSA or the *Civil Code of Québec*) of the Originator and registered office of the Originator are located at the addresses referred to in Schedule 4.1(m).
- (n) Each Loan File is complete in all material respects and reflects all material transactions between the Originator and the Borrower under the related Purchased Loans and any other Person in respect thereof.
- (o) No selection procedures have been used in identifying the Portfolio Assets for sale to the Acquirer which are adverse in any material respect to the interests of the Acquirer.
- (p) The particulars of the Portfolio Assets set out in the relevant Purchase Notice in respect of any relevant Cut-Off Date are true, complete and accurate in all material respects.
- (q) Each of the Loans was originated by the Originator in compliance with all material laws applicable thereto, in the ordinary course of business and kept on its books for a minimum of one month prior to the Cut-Off Date.

- (r) Each Loan (other than Loans that are home equity lines of credit) has a remaining amortization period of less than 50 years as at the relevant Cut-Off Date.
- (s) All of the Borrowers are individuals or have guarantees from individuals for the Loans (which guarantees and any security related to such guarantees are assignable and will be sold, transferred and assigned to the Acquirer as Related Security).
- (t) Prior to the making of each advance under each of the relevant Loans, the Lending Criteria and all preconditions to the making of any Loan were satisfied in all material respects subject only to such exceptions as made on a case by case basis as would be acceptable to a Reasonable and Prudent Mortgage Lender.
- (u) Each Loan was made and its Related Security taken or received substantially on the terms of the Standard Documentation, and is subject to renewal in accordance therewith using Standard Documentation therefor, without any material variation thereto and nothing has been done subsequently to add to, lessen, modify or otherwise vary the express provisions of any of the same in any material respect.
- (v) No Loan is guaranteed by a third party save where the guarantee and any security related to such guarantee constitutes legal, valid and binding obligations of the guarantor enforceable in accordance with their terms in all material respects and are assignable to the Acquirer and its assigns, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (w) The Current Balance on each Loan and its Related Security (excluding for greater certainty, any agreement to provide further advances pursuant to the Mortgage Terms in respect of any relevant Loan including, without limitation, Additional Loan Advances and Line of Credit Drawings, which have not yet been advanced and become debts due) constitute a legal, valid, binding and enforceable debt due to the Originator from the relevant Borrower and the terms of each Loan and its Related Security constitute valid and binding obligations of the Borrower enforceable in accordance with their terms (other than any agreement for Line of Credit Drawings (if any) and any other Additional Loan Advances), except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (x) The whole of the Current Balance on each Loan is secured by a Mortgage over residential Property in Canada consisting of not more than four units.
- (y) Each Mortgage constitutes a valid first mortgage lien or hypothec over the related residential Property, or is insured as a first priority lien or hypothec, in each case subject to Permitted Security Interests.

- (z) Each Mortgage has first priority, subject to Permitted Security Interests, for the whole of the Current Balance on the Loan and all future interest, fees, costs and expenses payable under or in respect of such Mortgage.
- (aa) The True Balance on each Loan (other than any agreement for Additional Loan Advances (if any)) constitutes a legal, valid, binding and enforceable debt due to the Originator from the relevant Borrower and the terms of each Loan and its related Mortgage constitute valid and binding obligations of the Borrower enforceable in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.
- (bb) There is no requirement in order for a sale, transfer and assignment of the Portfolio Assets to be effective to obtain the consent of the Borrower to such sale, transfer or assignment and such sale, transfer and assignment shall not give rise to any claim by the Borrower against the Acquirer, or any of its successors in title or assigns.
- (cc) All of the Properties are in Canada.
- (dd) Not more than 12 months (or a longer period as may be acceptable to a Reasonable and Prudent Mortgage Lender) prior to the granting of each Loan, the Originator obtained information on the relevant Property from an independently maintained valuation model, acceptable to Reasonable and Prudent Mortgage Lenders, or received a valuation report on the relevant Property, which would be, and the contents or confirmation, as applicable, of which, were such as would be, acceptable to Reasonable and Prudent Mortgage Lenders or obtained such other form of valuation of the relevant Property which has satisfied the Rating Agency Condition.
- (ee) Prior to the taking of Related Security (other than a re-mortgage) in respect of each Loan, the Originator instructed lawyers or service providers to conduct a search of title to the relevant Property and to undertake such other searches, investigations, enquiries and actions on behalf of the Originator, as the case may be, as would be acceptable to a Reasonable and Prudent Mortgage Lender or the Borrower was required to obtain either (i) a solicitor's or notary's opinion on title or (ii) Lender's title insurance in respect of the Loan from an insurer acceptable to Reasonable and Prudent Mortgage Lenders.
- (ff) Each Loan contains a requirement that the relevant Property forming part of the Related Security be covered by adequate building insurance maintained by the Borrower or in the case of a leasehold property under a policy arranged by a relevant landlord or property management company.
- (gg) The Originator, since the making of each Loan, serviced, in all material respects, the Loan in compliance with all material laws applicable thereto, kept or procured

the keeping of full and proper accounts, books and records showing clearly all transactions, payments, receipts, proceedings and notices relating to such Portfolio Assets.

- (hh) The Originator has put in place procedures so that the mortgage documentation relating to the Loans includes the consent of the Mortgagor to disclosure by the Originator of information relating to the Mortgagor and the related Loans to other Persons, which would include the Acquirer.
- (ii) Each Loan being sold on a Transfer Date satisfies the Eligibility Criteria as in effect on such Transfer Date.
- (jj) Each Loan satisfies the requirements of Section 21.6 of the Covered Bond Legislative Framework as in effect on the related Transfer Date.
- (kk) Each Loan satisfies the eligibility criteria as may be prescribed by the CMHC Guide as in effect on the related Transfer Date.

If New Portfolio Asset Types are to be sold to the Acquirer, then the Representations and Warranties will be modified as required to accommodate these New Portfolio Asset Types (subject to satisfaction of the Rating Agency Condition and compliance with the CMHC Guide and the Covered Bond Legislative Framework).

The representations and warranties of the Originator shall survive the Purchase Date on which such representations and warranties are given or deemed to be given pursuant to this Agreement.

4.2 Acquirer Representations and Warranties

Acquirer represents and warrants to the Originator as of the date hereof and as of each Purchase Date that:

- (a) The Acquirer is a Schedule I Bank existing under the laws of Canada and duly qualified to do business in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure to so qualify would not have a material adverse effect on its business, condition or operations.
- (b) The execution, delivery and performance by the Acquirer of the Origination Purchase Documents to which it is a party (i) are within the Acquirer's corporate powers, (ii) have been duly authorized by all necessary corporate action, and (iii) do not contravene or result in a material default under or material conflict with (1) the charter or by-laws of the Acquirer, (2) any law, rule or regulation applicable to the Acquirer, or (3) any order, writ, judgment, award, injunction, decree or contractual obligation binding on or affecting the Acquirer or its property.
- (c) There are no actions, suits or proceedings pending or, to the knowledge of the Acquirer, threatened, against or affecting the Acquirer or any of its undertakings and assets, at law, in equity or before any arbitrator or Governmental Authority

having jurisdiction which, if adversely determined, would reasonably be expected to materially adversely affect the financial condition or operations of the Acquirer or its property or the ability of the Acquirer to perform its obligations under this Agreement, or which purports to affect the legality, validity or enforceability of this Agreement.

- (d) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or other Person is required for the due execution, delivery and performance by the Acquirer of the Origination Purchase Documents to which it is a party, other than those that have been obtained, made or taken.
- (e) Each of the Origination Purchase Documents to which the Acquirer is a party has been duly executed and delivered by the Acquirer and constitutes the legal, valid and binding obligation of, and is enforceable in accordance with its terms against, the Acquirer except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity.

The representations and warranties of the Acquirer shall survive the Purchase Date on which such representations and warranties are given or deemed to be given pursuant to this Agreement for a period of three (3) years following such Purchase Date.

ARTICLE 5 COVENANTS

5.1 Originator Covenants

The Originator covenants and agrees with the Acquirer that, until the date on which the Outstanding Principal Balance of each Purchased Loan (i) is reduced to zero or (ii) is determined to be uncollectible by the Servicer in accordance with the standards of a Reasonable and Prudent Mortgage Lender:

- (a) Compliance with Laws, Etc. The Originator shall comply in all respects with all applicable laws, rules, regulations and orders, and preserve and maintain its corporate existence, rights, franchises, qualifications, and privileges, except to the extent that the failure so to comply with such laws, rules and regulations or the failure so to preserve and, maintain such existence, rights, franchises, qualifications, and privileges would not result in a Material Adverse Event.
- (b) Ownership Interest, Etc. The Originator shall (subject, with respect to Guarantor Purchased Loans secured by Shared Security, to the provisions of the Security Sharing Agreement) take all action necessary or desirable to establish and maintain the Acquirer's acquisition as a valid and enforceable first priority perfected ownership interest in the Purchased Loans and Related Security free and clear of any Adverse Claim, except for Permitted Security Interests and the security interests created by the Acquirer, in favour of the Acquirer, including, without limitation, executing, delivering and registering all Financing Statements

and taking such other action to perfect, protect or more fully evidence the interest of the Acquirer under this Agreement as the Acquirer may request; provided, however, that the Originator shall not be required to register any transfers or assignments in respect of the Purchased Loans, including the related Mortgages, on the title to the related Mortgaged Properties until the time or times otherwise specified therefor by the Acquirer pursuant to and in accordance with this Agreement.

- (c) Sales, Liens, Etc. The Originator shall not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim, other than Adverse Claims in favour of the Acquirer or the Guarantor or which are Permitted Security Interests, upon or with respect to, any or all of the Purchased Assets (including without limitation upon or with respect to any account to which any Collections are deposited) except as herein provided or as provided in the Security Sharing Agreement.
- (d) Marking of Records. At its expense, the Originator shall mark the records held by it relating to the Purchased Assets to clearly evidence that the Purchased Assets have been sold in accordance with this Agreement and the other Origination Purchase Documents and showing the Acquirer as owner of the Purchased Assets.
- (e) Ineligible Assets. The Originator shall promptly, and in any event not later than the next Payment Date, notify the Acquirer after determining that any Purchased Asset did not meet the Eligibility Criteria on the applicable Purchase Date for such Purchased Asset.
- (f) Loan and Related Security Files. Except where lodged with the relevant registry in relation to any registration or recording which may be pending, and subject, with respect to Guarantor Purchased Loans secured by Shared Security, to the provisions of the Security Sharing Agreement, the Loans, the Related Security and the Loan Files relating to the Loans in the B2B Portfolio will be held by, or to the order of, the Servicer, or by solicitors, service providers or licensed conveyancers acting for the Servicer, in connection with the Portfolio Assets. The Originator undertakes that the right, interest and title of the Acquirer to the Portfolio Assets will be secured by irrevocable powers of attorney granted by the Originator, as of the Transfer Date such Loans are transferred, in favour of the Acquirer, the Guarantor and the Bond Trustee in respect of registered title to the Portfolio Assets.
- (g) Deliverables to the Custodian. Upon the occurrence of an event described in Section 7.1(a) (including clause (vi) thereof) of this Agreement, the Originator shall deliver (to the extent not previously delivered) to the Acquirer, or as it may direct, each of the powers of attorney required by Section 7.5, together with documentary evidence of chain of title to the Portfolio Assets and Substitute Assets held by the Acquirer and duly executed copies of any other registrable forms of assignment that may be required by the Acquirer in order to Perfect the sale, assignment and transfer of the Portfolio Assets from the Originator to the

Acquirer, including, for greater certainty, Eligible Loan Details and any additional documents that may be required for such purposes pursuant to the CMHC Guide or otherwise in respect of the Quebec Purchased Assets.

- (h) Further Assurances. The Originator undertakes to the Acquirer that, pending Perfection under Article 7, (but subject, with respect to Guarantor Purchased Loans secured by Shared Security, to the provisions of the Security Sharing Agreement) the Originator:
- (i) shall not do or omit to do any act or thing which might, in the reasonable opinion of the Acquirer, prejudice the interests of the Acquirer in the B2B Portfolio;
 - (ii) shall promptly notify the Acquirer in writing if it receives written notice of any litigation or claim calling into question in any material way the Originator's or the Acquirer's title to any Loan comprised in the B2B Portfolio or a Loan's Related Security or if it becomes aware of any material breach of any of the Representations and Warranties or other obligations under this Agreement;
 - (iii) shall, if reasonably required so to do by the Acquirer, participate or join in any legal proceedings to the extent necessary to protect, preserve and enforce the Originator's or the Acquirer's title to or interest in any Loan or its Related Security; and
 - (iv) shall make and enforce claims under any applicable insurance policies relating to the Portfolio Assets to which the Originator is entitled to any benefit and hold the proceeds of such claims in trust for the Acquirer or as the Acquirer may direct.

5.2 Acquirer Covenant

The Acquirer covenants and agrees with the Originator that it will comply with its obligations under each of the Origination Purchase Documents to which it is a party, in all material respects.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnities by the Originator

Without limiting any other rights that the Acquirer or any of its Affiliates, employees, agents, successors, transferees or assigns (each, an "**Indemnified Party**") may have hereunder or under applicable law, the Originator hereby agrees, subject to the exclusions set forth below, to indemnify each Indemnified Party from and against any and all claims, damages, expenses, losses and liabilities (including legal costs) arising out of, relating to or resulting from any of the following (all of the foregoing being collectively referred to as "**Indemnified Amounts**"):

- (a) subject to Section 2.3 hereof, the failure of any Purchased Portfolio Asset to meet the Eligibility Criteria as of its Purchase Date;
- (b) subject to Section 2.3 hereof, the failure of any representation or warranty or statement made or deemed made by the Originator (or any of its officers), under or in connection with this Agreement or any other Origination Purchase Document to have been true and correct when made;
- (c) the failure by the Originator to comply with any applicable law, rule or regulation with respect to the servicing, administration, enforcement or other dealing with any Purchased Loans; or the failure of any Purchased Loans to conform to any such applicable law, rule or regulation;
- (d) the failure to sell, assign, transfer and convey to the Acquirer ownership in the Purchased Assets, and to vest in and maintain vested in, the Acquirer a valid and enforceable first priority perfected ownership interest in the Purchased Loans and Related Security (including upon registration by the Acquirer of any Registrable Transfers) free and clear of any Adverse Claim (other than a Permitted Security Interest or Adverse Claim in favour of the Acquirer) including, without limitation, any claim by any Governmental Authority that any part of the Purchased Assets consisting of amounts payable by the related Borrowers constitute the property of or are otherwise subject to the ownership, control or an Adverse Claim of or in favour of such Governmental Authority other than a Permitted Security Interest;
- (e) the failure to have filed, or any delay in filing, Financing Statements, Registrable Transfers or other similar instruments or documents under any applicable laws of any applicable jurisdiction with respect to the Purchased Assets or any part thereof, whether at the time of any purchase or at any subsequent time;
- (f) any failure of the Originator to perform its covenants, duties or obligations in accordance with the provisions of this Agreement or any other Origination Purchase Document or to perform its covenants, duties or obligations under the Purchased Portfolio Assets;
- (g) any failure by the Originator or its assignee to repurchase any Purchased Portfolio Assets pursuant to Section 2.3,

and the Originator shall pay on demand (without duplication) to each Indemnified Party any and all amounts necessary to indemnify such Indemnified Party from and against any and all Indemnified Amounts arising out of, relating to or resulting from, any of the foregoing provided, however, that the foregoing obligation of indemnification shall not include Indemnified Amounts to the extent resulting from gross negligence or wilful misconduct on the part of such Indemnified Party.

ARTICLE 7

PERFECTION OF THE SALE OF LOANS AND POWERS OF ATTORNEY

7.1 Perfection of Loan Sales

- (a) Subject to Section 7.1(b), the Originator will cause the sales, transfers and assignments contemplated by this Agreement to be Perfected as soon as practicable and in any event on or before the 60th day after the earliest to occur of:
 - (i) demand by the Acquirer or the Guarantor;
 - (ii) the Originator and/or the Acquirer being required to Perfect legal title to the Mortgages by:
 - (A) law;
 - (B) by an order of a court of competent jurisdiction; or
 - (C) by any regulatory authority which has jurisdiction over the Originator, the Acquirer or the Guarantor to effect such perfection; and
 - (iii) the date on which the Acquirer or the Originator ceases to be assigned a long-term issuer default rating of at least BBB(low) by DBRS;
 - (iv) default made by the Originator to comply with its obligations under this Agreement that has not been remedied within 30 days or such shorter period permitted by this Agreement; and
 - (v) an actual or impending Insolvency Event (without regard to the parenthetical language in clause (a) of such definition) in relation to the Originator.
- (b) Notwithstanding the occurrence of any event or circumstance described in Section 7.1(a), none of the sales, transfers and assignments contemplated by this Agreement are required to be Perfected if (x) satisfactory assurances are provided by OSFI or such other supervisory authority having jurisdiction over the Originator and (y) the Rating Agency Condition has been satisfied permitting registered title to the Mortgages and any Related Security for the Purchased Loans to remain with the Originator until such time as:
 - (i) the Portfolio Assets are to be sold or otherwise disposed of by the Acquirer, the Guarantor, or the Bond Trustee in the performance of their respective obligations under the Transaction Documents; or
 - (ii) the Acquirer, the Guarantor, or the Bond Trustee is required to take actions to enforce or otherwise deal with the Portfolio Assets.
- (c) To the extent that the Originator receives any Collections relating to Portfolio Assets, it will hold them in trust for the Servicer on behalf of the Guarantor and it

shall provide those Collections to the Servicer so that the Servicer can satisfy its obligations under Section 5.4 of the Servicing Agreement in respect thereof; provided that, to the extent that the Originator holds Collections relating to Loans originated by it which form part of the Portfolio Assets and, an event under Section 7.1(a)(iii) (with respect to the Originator), (iv) or (a)(v)(v) shall have occurred, it shall remit any such Collections to the Servicer (or as the Servicer, Bond Trustee or the Guarantor shall direct) forthwith, and, in any event, within two Business Days of the collection and/or receipt thereof; and further provided that, to the extent that Section 5.4 (a),(b) or (c) of the Servicing Agreement requires deposits into the GIC Account (or GIC Standby Account if applicable) within two Business Days of the collection or receipt of funds, the Originator shall arrange for any Collections received by it relating to Portfolio Assets to be deposited into the GIC Account (or GIC Standby Account if applicable) within two Business Days of the collection or receipt of such funds.

7.2 Registration

Subject to the terms of this Article 7, Perfection of the transfer of the Purchased Portfolio Assets in the B2B Portfolio over Properties shall be effected by means of a Registrable Transfer or a transfer in the form requested by the relevant land titles office, land registry office or similar office of public registration for the location where the real property subject thereto is situate and Perfection of the transfer of other Related Security comprised in the B2B Portfolio, shall be in such form as the Acquirer (acting reasonably) may require.

7.3 Acts Prior to Perfection

Until the happening of an event described in Section 7.1(a) of this Agreement, the Originator shall, directly (i) hold the registered title to the Mortgages and any Related Security for the Purchased Loans as agent, nominee and bailee for and on behalf of the Acquirer and/or Guarantor (or, with respect to Guarantor Purchased Loans secured by Shared Security, the Originator or any third party purchaser of Originator Retained Loans, subject to the provisions of the Security Sharing Agreement) and (ii) deliver such agreements, and take all actions with respect to the Loans and Related Security as the Acquirer may direct and the Originator shall comply with the foregoing. Subject to the Security Sharing Agreement, the Acquirer will not consent or instruct any person to register or deposit or cause to be registered or deposited in any land registry or land titles office or similar place of public record this Agreement or any document giving any indication of the interest of the Acquirer in any of the Purchased Loans or their Related Security nor, will the Acquirer communicate in any way or manner whatsoever to the Borrower or any relevant guarantor of any Borrower under any of the Purchased Loans or their Related Security or to any Person having any interest in the property mortgaged by any of the Mortgages or in the equity of redemption in any such property based on the fact that the Acquirer owns the Purchased Portfolio Assets.

7.4 Further Assurances

Within twenty-five Business Days following the time at which Perfection of the sale, transfer and assignments contemplated by this Agreement pursuant to this Article 7 has occurred

or is required to occur, the Originator will do all of the acts, matters or things (including, for the avoidance of doubt, those acts, matters and things referred to in this Article 7), as the Guarantor or the Acquirer requires it to do.

7.5 Powers of Attorney

The Originator hereby grants to the Acquirer, the Guarantor and the Bond Trustee an irrevocable power of attorney and hereby irrevocably constitutes and appoints each of the Acquirer (or as it may direct), the Guarantor (or as it may direct) and the Bond Trustee (or as it may direct) as its attorney-in-fact, with full power of substitution in favour of the Acquirer, the Guarantor and the Bond Trustee to take in the place and stead of and in the name of it or in the Acquirer's, the Guarantor's or the Bond Trustee's, own name from time to time at the Acquirer's, the Guarantor's or the Bond Trustee's discretion, the following:

- (a) to make all amendments, deletions, substitutions or additions to any assignment or transfer of any Purchased Loan or its Related Security sold by it to the Acquirer in the B2B Portfolio executed by it in favour of the Acquirer (or as it may direct) which are necessary or desirable to register such assignment or transfer in the appropriate land registry or land titles office or other office of public record;
- (b) to prepare, execute, deliver and/or register such further assignments or transfers of any Purchased Loan or its Related Security sold by it to the Acquirer in the B2B Portfolio, whether in substitution for or replacement of any existing assignment or transfer of any Purchased Loan or its Related Security sold by it to the Acquirer in the B2B Portfolio, or otherwise, which may be necessary or desirable to register legal title to such Loan or its Related Security in the name of the Acquirer (or as it may direct) or the Guarantor (or as it or the Bond Trustee may direct) in the appropriate land registry or land titles office or other office of public record;
- (c) to prepare, execute, deliver and/or register such further documents or instruments which may be necessary or desirable to register legal title to any Loan or its Related Security sold by it to the Acquirer in the B2B Portfolio in the name of the Acquirer (or as it may direct) or the Guarantor (or as it or the Bond Trustee may direct) or to register any other document or instrument giving rise to or evidencing the interest of the Acquirer or the Guarantor in any such Loan or its Related Security, in the appropriate land registry or land titles office or other office of public record;
- (d) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for monies due and to become due in connection with the Purchased Assets or otherwise owed to the Acquirer or the Guarantor;
- (e) to receive, endorse and collect any cheques, drafts or other instruments in connection with the Purchased Assets or otherwise owed to the Acquirer or the Guarantor;

- (f) to file any claims or take any action or institute any proceedings that the Acquirer or the Guarantor may deem to be necessary or desirable for the collection of any of the Purchased Assets; and
- (g) to execute and deliver such instruments and documents (including assignments) necessary or desirable in furtherance of the foregoing.

The power of attorney granted hereby shall be coupled with an interest. The power of attorney and other rights and privileges granted hereby shall survive any amalgamation, reorganization, dissolution, liquidation or winding-up of the Originator.

7.6 Limitation on Power of Attorney

Each of the Acquirer, the Guarantor and the Bond Trustee may exercise its respective rights under the power of attorney provided in Section 7.5 only with respect to the Purchased Assets assigned and sold to the Acquirer pursuant to this Agreement and after the occurrence of an event described in Section 7.1(a) of this Agreement.

7.7 Registrable Powers of Attorney

On or prior to the date of the initial purchase by the Acquirer of Loans and their Related Security, the Originator shall provide to the Acquirer, the Guarantor and the Bond Trustee registrable powers of attorney of the Originator as required by and in accordance with the CMHC Guide. Such grantees of the registrable powers of attorney may exercise their rights under the registrable powers of attorney only with respect to the Purchased Assets assigned and sold to the Acquirer pursuant to this Agreement and after the occurrence of an event described in Section 7.1(a) of this Agreement; provided that: (a) the Acquirer shall not exercise such power following the occurrence of an event described in (i) Section 7.1(a)(iii) (with respect to the Acquirer) of this Agreement or (ii) Sections 7.1(a)(i) to (vi)7.1(a)(i) of the Mortgage Sale Agreement, (b) the Managing GP shall not exercise such power if a Managing GP Default Event has occurred and is continuing, unless at such time the Managing GP is not the Seller or an Affiliate of the Seller; and (c) the Liquidation GP shall not exercise such power unless at such time a Managing GP Default Event has occurred and is continuing.

7.8 Costs

The Originator shall indemnify each of the Acquirer and the Bond Trustee from and against any and all costs, fees and expenses (including, without limitation, legal fees and expenses and any applicable GST thereon) which may be properly incurred by the Acquirer and/or the Bond Trustee by reason of the doing of any act, matter or thing referred to in this Article 7.

7.9 Servicer Power of Attorney

For good and valuable consideration and as security for the interests of the Guarantor under the Servicing Agreement, the Originator (solely in respect of Loans in the Covered Bond Portfolio originated by the Originator) hereby appoints the Servicer as its attorney on its behalf, and in its own or the attorney's name, for the following purposes:

- (a) executing all documents and doing all such acts and things which in the reasonable opinion of the Servicer are necessary or desirable for the efficient provision of the Services under the Servicing Agreement including without limitation in connection with exercising its rights, powers and discretion pursuant to Article 4 of the Servicing Agreement thereto with respect to fixing the Guarantor Variable Rate; and
- (b) without limiting Section 7.9(a), executing and delivering any and all instruments of satisfaction, cancellation or Registrable Transfer, or of partial or full postponement, release or discharge, and all other comparable instruments, with respect to the Loans originated by the Originator comprised in the Covered Bond Portfolio and their Related Security, to the extent permitted under and in compliance with applicable laws, to commence enforcement proceedings with respect to such Portfolio Assets, to demand and receive payment of all monies owing in respect of such Portfolio Assets, to give releases and discharges therefor, to arrange settlements and compromises in accordance with sound collection practices and to enforce any and all rights incidental to such Portfolio Assets, including without limitation any documents to be executed by the Servicer in accordance with Article 9 of the Servicing Agreement,

provided that, for the avoidance of doubt, this power of attorney shall not authorize the Servicer to sell any of the Loans originated by the Originator in the Covered Bond Portfolio and/or their Related Security except as specifically authorized in the Transaction Documents. For the avoidance of further doubt, the Originator shall not be liable or responsible for the acts of the Servicer or any failure by the Servicer to act under or in respect of this power of attorney.

The appointment contained in Section 7.9(a) shall be irrevocable unless and until the termination of the appointment of the Servicer pursuant to Article 17 of the Servicing Agreement following which the appointments contained in Section 7.9(a) shall be automatically revoked.

The power of attorney granted hereby shall be coupled with an interest. The power of attorney and other rights and privileges granted hereby shall survive any amalgamation, reorganization, dissolution, liquidation or winding-up of the Originator.

ARTICLE 8 PRE-EMPTIVE RIGHT

8.1 Reserved.

8.2 Acceptance

If the Originator accepts the Acquirer's offer to sell the relevant Portfolio Assets by signing the notice in writing in the form set out in Schedule 8.1 (the "**Portfolio Asset Offer Notice**") in a manner indicating acceptance and delivering it to the Acquirer within ten Business Days from and including the date of the Portfolio Asset Offer Notice, the Acquirer shall within three Business Days of receipt of such acceptance serve a notice in writing (the "**Portfolio Asset Offer Repurchase Notice**") substantially in the form set out in Schedule 8.2 on the Originator.

8.3 Offers to Others

Those Portfolio Assets in respect of which the Originator rejects or fails within the requisite time limit to accept and pay for the Acquirer's offer to sell shall be offered for sale by the Acquirer to third party purchasers.

8.4 Repurchase

- (a) Upon receipt of the Portfolio Asset Offer Repurchase Notice duly signed on behalf of the Acquirer, the Originator shall promptly sign and return a duplicate copy of the Portfolio Asset Offer Repurchase Notice and shall repurchase from the Acquirer, and the Acquirer re-assign or re-transfer to the Originator free from any Security, those Portfolio Assets and any other Loan secured or intended to be secured by the Related Security referred to in the relevant Portfolio Asset Offer Repurchase Notice.
- (b) Completion of the purchase and sale contemplated in this Section 8.4 will take place, upon satisfaction of any applicable conditions to the purchase and sale, on such date as the Acquirer may direct in the Portfolio Asset Offer Repurchase Notice, provided such date is not later than the date which is ten Business Days following receipt by the Acquirer of such Portfolio Asset Offer Repurchase Notice.
- (c) The Originator shall pay the offer price specified in the relevant Portfolio Asset Offer Repurchase Notice to the Acquirer by payment in cash to the Acquirer or, pursuant to the terms and conditions of the Originator Promissory Note, by decreasing the amount then outstanding under the Originator Promissory Note by an amount equal to such offer price.

8.5 Loans and Related Security Files

Upon such completion of the repurchase of such Portfolio Assets in accordance with Section 8.4 above or the sale of Portfolio Assets to a purchaser or purchasers, the Servicer shall cease to be under any further obligation to hold the relevant Loan Files, where applicable, or

other documents relating to such Portfolio Assets to the order of the Acquirer and if the Acquirer holds such documents it will send them to the Originator. Any repurchase by the Originator of or in respect of such Portfolio Assets shall constitute a discharge and release of the Originator from any claims which the Acquirer may have against the Originator arising from the relevant Representations or Warranties in relation to such Portfolio Assets previously sold by that Originator to the Acquirer only but shall not affect any rights arising from a breach of any other express provision of this Agreement or any Representation or Warranty in relation to any other Portfolio Assets.

ARTICLE 9 MISCELLANEOUS

9.1 Payments

Payments owed by a party to the other under this Agreement shall be made according to the methods and processes agreed upon between the parties from time to time.

9.2 The Bond Trustee

If there is any change in the identity of the Bond Trustee, the parties to this Agreement shall execute such documents and take such action as the successor Bond Trustee and the outgoing Bond Trustee may reasonably require for the purpose of vesting in the successor Bond Trustee the rights and obligations of the outgoing Bond Trustee under this Agreement. The Acquirer shall indemnify the Originator for all reasonable costs incurred by the Originator in relation to such change.

It is hereby acknowledged and agreed that by its execution of this Agreement the Bond Trustee shall not assume or have any of the obligations or liabilities of the Originator or the Acquirer under this Agreement and that the Bond Trustee has agreed to become a party to this Agreement for the purpose only of taking the benefit of this Agreement and agreeing to amendments to this Agreement pursuant to Section 9.3. For the avoidance of doubt, the parties to this Agreement acknowledge that the right and obligations of the Bond Trustee are governed by the Trust Deed and the Security Agreement. Any liberty or right may be exercised or made in the Bond Trustee's absolute discretion without any obligation to give reasons therefor and the Bond Trustee shall not be responsible for any liability occasioned by so acting in accordance with the terms of the Trust Deed and the Security Agreement, but without prejudice to the obligations of the Bond Trustee to act reasonably.

9.3 Amendments, Etc.

No amendment or waiver of any provision of this Agreement shall be effective unless in writing, signed by the Acquirer and the Originator and, with respect to material amendments or waivers, consented to by the Bond Trustee; provided that each proposed amendment or waiver of this Agreement that is considered by the Acquirer to be a material amendment or waiver shall be subject to satisfaction of the Rating Agency Condition and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Acquirer to exercise, and no delay in exercising, any right

hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The Acquirer shall deliver prompt notice to the Rating Agency or Rating Agencies, as the case may be, of any amendment or waiver which does not require satisfaction of the Rating Agency Condition provided that failure to deliver such notice shall not constitute a breach of the obligations of the Acquirer under this Agreement.

9.4 Notices, Etc.

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by prepaid first class mail to the registered office of such person set forth above unless an alternative address is provided below, in which case delivery shall be to the address provided below, or by facsimile transmission to facsimile number set forth below, or by electronic mail to the address below, as applicable:

(a) In the case of the Originator:

B2B Bank
199 Bay Street, Suite 600,
Toronto, Ontario,
Canada M5L 0A2

Attention: Benoit Cyr

Email: Benoit.Cyr@BanqueLaurentienne.ca

(b) in the case of the Acquirer:

Laurentian Bank of Canada
199 Bay Street, Suite 600,
Toronto, Ontario,
Canada M5L 0A2

Attention: Sarim Farooqi
Senior Vice President and Treasurer

Email: Sarim.Farooqi@LaurentianBank.ca

With a copy to:

Attention: Sivan Fox
Senior Vice President, Legal Affairs and Corporate Secretary

Email: Sivan.Fox@LaurentianBank.ca

(c) in the case of the Guarantor to:

LBC Covered Bond (Legislative) Guarantor Limited Partnership
199 Bay Street, Suite 600,
Toronto, Ontario,
Canada M5L 0A2

and

1360 René-Lévesque Boulevard West
Suite 600
Montréal, Québec
Canada, H3G 0E5

Attention: Benoit Cyr

Email: Benoit.Cyr@BanqueLaurentienne.ca

With a copy to:

Laurentian Bank of Canada
199 Bay Street
Suite 600
Toronto, Ontario
Canada, M5L 0A2

Attention: Sivan Fox
Senior Vice President, Legal Affairs and Corporate Secretary

Email: Sivan.Fox@LaurentianBank.ca

(d) in the case of the Bond Trustee to:

Computershare Trust Company of Canada
100 University Avenue
11th Floor
Toronto, Ontario
Canada M5J 2Y1

Attention: Manager, Corporate Trust

Email: corporatetrust.toronto@computershare.com

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 Business Day prior to 4:00 p.m. local time in the place of delivery or receipt. If any notice is delivered or transmitted after 4:00 p.m. local time or if the day is not a Business

Day, then such notice shall be deemed to have been given and received on the next Business Day.

Any party may change its address for notice, or facsimile contact information, or electronic mail contact information, for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address, or facsimile contact information, or electronic mail contact information, as applicable.

9.5 Assignability

- (a) This Agreement and the Acquirer's rights and obligations herein shall not be assignable, in whole or in part, by the Acquirer and its successors and assigns without (i) the prior written consent of the Originator, which consent shall not be unreasonably withheld and (ii) unless such successor or assignee is permitted by this Agreement or any material agreement entered into in connection with the Covered Bond Programme, the satisfaction of Rating Agency Condition.
- (b) Notwithstanding Section 9.5(a), the Acquirer may assign the Purchased Assets to the Guarantor pursuant to the Mortgage Sale Agreement.
- (c) Without limiting Section 9.5(a), the Originator may not assign its rights hereunder or any interest herein without (i) the prior written consent of the Acquirer having been obtained in respect thereof, and (ii) unless such assignee is permitted by this Agreement or any material agreement entered into in connection with the Covered Bond Programme, the satisfaction of Rating Agency Condition.

9.6 Third Party Beneficiaries

Except as otherwise provided in Sections 7.5, 7.6, 7.7 and 9.3 in respect of the Bond Trustee, this Agreement will not benefit or confer any legal, equitable or other rights or remedies of any nature whatsoever under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9.7 Costs and Expenses

Except as herein provided, each party shall pay its own costs and expenses in connection with the preparation, execution, delivery and administration of this Agreement and the other documents and agreements to be delivered hereunder.

9.8 Confidentiality

In all cases and without limiting the foregoing, each party to this Agreement shall comply at all times with Applicable Privacy Laws in the performance of its obligations under this Agreement. For greater certainty, the Acquirer hereby agrees not to collect, use or disclose any Personal Information, or to cause the collection or use of any such information, of any Borrower provided by the Originator to the Acquirer for any purpose whatsoever other than the purchase, sale or servicing (including collection and enforcement) of the related Purchased Loan in accordance with this Agreement, the CMHC Guide and the other Origination Purchase

Documents or any other purpose permitted hereunder or thereunder unless compelled by law and to maintain privacy policies and procedures consistent with the terms of this Agreement and compliant with all Applicable Privacy Laws. For greater certainty, Personal Information may be disclosed to permitted purchasers of Purchased Loans from the Acquirer.

9.9 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

9.10 Submission to Jurisdiction

Each of the parties hereto irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the courts of the Province of Ontario are an inconvenient forum for the maintenance or hearing of such action or proceeding.

9.11 Execution in Counterparts

This Agreement may be executed in one or more counterparts, 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. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

9.12 Entire Agreement

This Agreement and the other Origination Purchase Documents constitute the entire agreement and understanding between the Acquirer and the Originator with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

9.13 Headings

The captions and headings of this Agreement (including in any Schedule hereto) are for convenience of reference only and shall not affect the interpretation hereof or thereof.

- the balance of this page has been intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

B2B BANK, as Originator

Per: (signed) Yvan Deschamps
Name: Yvan Deschamps
Title: Director

Per: (signed) Emmanuela Fleurandin
Name: Emmanuela Fleurandin
Title: Assistant Secretary

LAURENTIAN BANK OF CANADA, as
Acquirer and Servicer

Per: (signed) Sivan Fox
Name: Sivan Fox
Title: Senior Vice President

Per: (signed) Emmanuela Fleurandin
Name: Emmanuela Fleurandin
Title: Assistant Secretary

**LBC COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP**,
acting by its managing general partner **LBC
COVERED BOND (LEGISLATIVE) GP INC.**,
as Purchaser

Per: (signed) Sivan Fox
Name: Sivan Fox
Title: Director

Per: (signed) Emmanuela Fleurandin
Name: Emmanuela Fleurandin
Title: Secretary

**COMPUTERSHARE TRUST COMPANY OF
CANADA, as Bond Trustee**

Per: (signed) Tina Li
Name: Tina Li
Title: Corporate Trust Officer

Per: (signed) Stanley Kwan
Name: Stanley Kwan
Title: Associate Trust Officer

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged), the **UNDERSIGNED** hereby acknowledge and agree to the limitations set out in Section 7.7 of this Agreement as of the date first above written.

12815273 CANADA INC.

Per: (signed) Toni De Luca
Name: Toni De Luca
Title: President and Secretary

Per: (signed) Scott Markham
Name: Scott Markham
Title: Vice President and Assistant Secretary

LBC COVERED BOND (LEGISLATIVE) GP INC.

Per: (signed) Sivan Fox
Name: Sivan Fox
Title: Director

Per: (signed) Emmanuela Fleurandin
Name: Emmanuela Fleurandin
Title: Secretary

SCHEDULE 1 ELIGIBILITY CRITERIA

The following are the eligibility criteria applicable to each Portfolio Asset on and as of the applicable Transfer Date for such Portfolio Asset:

- (a) no Loan has the benefit of, or is secured by a Mortgage that also secures one or more other loans that has the benefit of, insurance from any Prohibited Insurer;
- (b) no Loan has a Current Balance of more than C\$3,000,000 on the Cut-Off Date;
- (c) each Loan relates to a Property which is a residential Property that is located in Canada and consists of not more than four residential units;
- (d) each Loan is payable in Canada only and is denominated in Canadian Dollars;
- (e) each Loan has been duly authorized, executed and delivered by the parties thereto, is in full force and effect, unamended, except for any amendments reflected in the relevant Loan File, and constitutes a legal, valid and binding obligation of the parties thereto enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding or at law);
- (f) each Loan permits realization by the mortgagee or hypothecary creditor against the Related Security in accordance with its terms, subject to applicable law, including, without limitation, the notice requirements and other limitations contained in the *Bankruptcy and Insolvency Act* (Canada), statutory limitations on the rights of mortgagees or hypothecary creditors to exercise their remedies and certain qualifications as set out in this Agreement; each Loan constitutes the Borrower's obligation to pay to the mortgagee or hypothecary creditor, in accordance with the scheduled payments set forth therein, the amounts owing thereunder and permits full recourse against the Borrower;
- (g) no payment of principal or interest under any Loan is in arrears;
- (h) the first payment due pursuant to the relevant Mortgage Terms for each Loan has been paid;
- (i) each Loan was originated or otherwise complies with the Originator's Underwriting Policy as in effect or otherwise applicable at the time the Loan was originated. For greater certainty, a Loan is deemed to otherwise comply with the Originator's Underwriting Policy to the extent that an independent third-party prudent lender conducting a credit assessment of the loan would be able to apply

all aspects of the Originator's Underwriting Policy, based on available documentation, and arrive at the same credit decision;

- (j) each Loan and the Related Security is capable of being registered (including, where applicable, by way of caveat or other notice) or recorded and has been duly registered or recorded in the appropriate land titles office, land registry office or similar office of public registration in which the Property subject thereto is located reflecting the Originator as the sole mortgagee or hypothecary creditor thereunder;
- (k) the Related Security for each Loan constitutes a valid and enforceable first charge, mortgage or hypothec in favour of the mortgagee or hypothecary creditor against the related Mortgaged Property, subject only to Permitted Security Interests and/or Adverse Claims which, in the aggregate do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan;
- (l) on the Transfer Date, the Acquirer will acquire each Loan and Related Security from the Originator free and clear of any Security Interests, subject only to (i) Permitted Security Interests and/or Adverse Claims which, in the aggregate do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan, and (ii) Security Interests that are reflected in the Security Sharing Agreement and the subject of a release in favour of the Guarantor, substantially in the form attached to the Security Sharing Agreement;
- (m) as at the Transfer Date, immediately prior to the transfer by the Originator to the Acquirer of any Loan and the Related Security, each such Loan and the Related Security and each other loan secured by the same Mortgage, if any, are owned by the Originator;
- (n) the Mortgage Conditions for each Loan and those of any other loan secured by the same Mortgage (each a "related loan"), including another Loan, include cross-default provisions such that a default under either the Loan or any other such related loan shall constitute a default under all such Loans and other related loans, or if no such cross-default provisions exist but the Loan or related loan is repayable on demand, the owner of such Loan or related loan has covenanted in writing to demand repayment (in a manner and in circumstances customary for Reasonable and Prudent Mortgage Lenders) of such Loan or related loan upon a default under such Loan or related loan, as the case may be;
- (o) each Loan is accompanied by (i) an opinion on title of legal counsel qualified to practice law in the province or territory in which the property subject thereto is located to the effect that, at the time of origination of such Loan, the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge, mortgage or hypothec against, such property, subject only to Adverse Claims which do not in the aggregate materially impair the use, value or

marketability of the property or the value of the security constituted by the Mortgage; (ii) a policy of title insurance to the same effect; or (iii) pursuant to the Originator's instructions to, and related undertaking of, legal counsel qualified to practice law in the province or territory in which the property subject thereto is located, such legal counsel agreed not to advance funds unless at the time of origination of such Loan, such legal counsel had ensured that the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge, mortgage or hypothec against, such property, subject only to adverse claims which do not in the aggregate materially impair the use, value or marketability of the property or the value of the security constituted by the Mortgage, and a title search was completed following the funding of such Loan which confirmed that such Mortgage constituted a first charge, mortgage or hypothec against such property, all in accordance with the Originator's Policy (which procedures under the Originator's Policy were developed and approved by internal counsel to the Originator);

- (p) the Originator shall not have given any consents, approvals or waivers or have postponed any of its rights under or in respect of any such Loan except in the ordinary course of business and any such permitted extension, modification, consent, approval, waiver or postponement is reflected in the Loan and Related Security Files;
- (q) no Loan has been satisfied or rescinded, nor has the Property been discharged, reconveyed or released from the charge created by the Mortgage in whole or in part, other than the release required by the Security Sharing Agreement;
- (r) as at the Transfer Date, no Loan is subject to any dispute proceeding, set-off, compensation, counterclaim or defence;
- (s) neither the Mortgage Conditions for any Loan nor the provisions of any other documentation applicable to any such Loan and enforceable by the Borrower expressly afford the Borrower a right of set-off; and
- (t) to the extent any Loan or Additional Loan Advance under a Loan is extended, advanced or renewed on or after December 31, 2021, the Mortgage Conditions for the Loan or the provisions of any other documentation applicable to the Loan and enforceable against the Borrower, together with those of any other loan secured by the same Mortgage, contain an express waiver of set-off and compensation rights on the part of the Borrower.

SCHEDULE 2.2(b)
FORM OF PURCHASE NOTICE

To: LAURENTIAN BANK OF CANADA

This Purchase Notice is delivered to you pursuant to Section 2.2(b) of the mortgage sale agreement, made as of the 21st day of April, 2021 (the “**Mortgage Sale Agreement**”) between B2B Bank, as seller (in such capacity, together with its successors and permitted assigns in such capacity, the “**Originator**”), and Laurentian Bank of Canada (the “**Acquirer**”), as purchaser.

Capitalized terms not defined herein shall have those meanings ascribed to them in the Mortgage Sale Agreement.

The Originator hereby irrevocably offers to sell on a fully serviced basis to the Acquirer on the date indicated below the Eligible Loans particulars of which are indicated on the attached Schedule “A” (and the Related Security with respect to such Eligible Loans) attached hereto, in accordance with and subject to the terms and conditions of the Mortgage Sale Agreement:

Purchase Date:	[N.B. Insert Purchase Date]
Cut-Off Date:	[N.B. Insert first day of month prior to Purchase Date]
Eligible Loans:	See Schedule “A”
Aggregate Purchase Price:	\$●
Outstanding Balance of the Eligible Loans:	\$●

- balance left intentionally blank -

B2B BANK

Per: _____
Name:
Title:

Per: _____
Name:
Title:

This Purchase Notice is accepted by the Acquirer this _____ day of _____,
20____.

LAURENTIAN BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "A"

SCHEDULE OF LOANS

Name of Originator	Interest Rate of Mortgages Highest ____% Lowest ____%	Index Rate or Prime Rate at Cut-Off Date _____% Weighted Average Interest Rate _____%	Total Number of Eligible Loans	Aggregate Current Balance as of Cut-Off Dates
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Loan Identification Number	Name of Borrower(s)	Address of Mortgage Property	Aggregate amount advanced in respect of Loan	Interest Rate	Interest Adjustment Date	Date Last Payment Due	Current Balance of Loan as of Cut- Off Date	Mortgage Lender on title (if other than the Originator)

SCHEDULE 2.2(g)
FORM OF ORIGINATOR ASSIGNMENT

THIS ASSIGNMENT made this ● day of ●, 20●●.

BETWEEN:

B2B BANK, a bank under the laws of Canada (the “**Originator**”)

- and -

LAURENTIAN BANK OF CANADA, a bank under the laws of Canada (the “**Acquirer**”)

WHEREAS the Originator and the Acquirer have entered into a mortgage sale agreement made as of ●, 2021 (the “**Mortgage Sale Agreement**”).

NOW THIS AGREEMENT WITNESSES that in consideration of the premises and for valuable consideration the parties hereto covenant and agree as follows:

1. INTERPRETATION

The master definitions and construction agreement made between, inter alios, the parties to this Agreement as of April 21, 2021 (as the same may be amended, varied or supplemented from time to time with the consent of the parties thereto) (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 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, provided that the terms “**B2B Portfolio**”, “**Loan**”, “**Portfolio Assets**”, “**Purchased Loan**”, and “**Purchased Portfolio Asset**” used by reference in any such expressions and defined terms shall, for purposes of this Originator Assignment only, be deemed to refer to the Purchased Assets (as defined herein).

2. DEFINED TERMS

In this Agreement, the following terms shall have the following meanings:

“**Cut-off Date**” means ●.

“**Eligibility Criteria**” means the following:

- (a) no Loan has the benefit of, or is secured by a Mortgage that also secures one or more other loans that has the benefit of, insurance from any Prohibited Insurer;
- (b) no Loan has a Current Balance of more than C\$3,000,000 on the Cut-Off Date;

- (c) each Loan relates to a Property which is a residential Property that is located in Canada and consists of not more than four residential units;
- (d) each Loan is payable in Canada only and is denominated in Canadian Dollars;
- (e) each Loan has been duly authorized, executed and delivered by the parties thereto, is in full force and effect, unamended, except for any amendments reflected in the relevant Loan File, and constitutes a legal, valid and binding obligation of the parties thereto enforceable in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding or at law);
- (f) each Loan permits realization by the mortgagee or hypothecary creditor against the Related Security in accordance with its terms, subject to applicable law, including, without limitation, the notice requirements and other limitations contained in the *Bankruptcy and Insolvency Act* (Canada), statutory limitations on the rights of mortgagees or hypothecary creditors to exercise their remedies and certain qualifications as set out in the Mortgage Sale Agreement; each Loan constitutes the Borrower's obligation to pay to the mortgagee or hypothecary creditor, in accordance with the scheduled payments set forth therein, the amounts owing thereunder and permits full recourse against the Borrower;
- (g) no payment of principal or interest under any Loan is in arrears;
- (h) the first payment due pursuant to the relevant Mortgage Terms for each Loan has been paid;
- (i) each Loan and the Related Security is capable of being registered or recorded and has been duly registered or recorded in the appropriate land titles office, land registry office or similar office of public registration in which the property subject thereto is located reflecting the Originator as the sole mortgagee or hypothecary creditor thereunder;
- (j) the Related Security for each Loan constitutes a valid and enforceable first charge, mortgage, or hypothec in favour of the mortgagee or hypothecary creditor against the related Mortgaged Property, subject only to Permitted Security Interests and/or Adverse Claims which, in the aggregate, do not materially impair the user value or marketability of the Property mortgaged or hypothecated thereby or the value of the Loan;
- (k) on the Transfer Date, the Acquirer will acquire each Loan and Related Security from the Originator free and clear of any hypothecs or security interests, subject only to (i) Permitted Security Interests and/or Adverse Claims which, in the aggregate, do not materially impair the user value or marketability of the property

mortgaged or hypothecated thereby or the value of the Loan, and (ii) Security Interests that are reflected in the Security Sharing Agreement and the subject of a release in favour of the Acquirer, substantially in the form attached to the Security Sharing Agreement;

- (l) as at the Transfer Date, immediately prior to the transfer by the Originator to the Acquirer of any Loan and Related Security, each such Loan and the Related Security and each other loan secured by the same Mortgage, if any, are owned by the Originator;
- (m) the Mortgage Conditions for each Loan and those of any other loan secured by the same Mortgage (each a “related loan”), including another Loan, include cross-default provisions such that a default under either the Loan or any other such related loan shall constitute a default under all such Loans and other related loans, or if no such cross-default provisions exist but the Loan or a related loan is repayable on demand, the owner of such Loan or related loan has covenanted in writing to demand repayment (in a manner and in circumstances customary for a prudent lender) of such Loan or related loan upon a default under such Loan or related loan, as the case may be;
- (n) each Loan is accompanied by (i) an opinion on title of legal counsel qualified to practice law in the province or territory in which the property subject thereto is located to the effect that, at the time of origination of such Loan, the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge, mortgage or hypothec against, such property, subject only to Adverse Claims which do not in the aggregate materially impair the use, value or marketability of the property or the value of the security constituted by the Mortgage; (ii) a policy of title insurance to the same effect; or (iii) pursuant to the Originator’s instructions to, and related undertaking of, legal counsel qualified to practice law in the province or territory in which the property subject thereto is located, such legal counsel agreed not to advance funds unless at the time of origination of such Loan, such legal counsel had ensured that the Borrower had good title to, and such Mortgage constituted a valid and enforceable first charge, mortgage or hypothec against, such property, subject only to adverse claims which do not in the aggregate materially impair the use, value or marketability of the property or the value of the security constituted by the Mortgage, and a title search was completed following the funding of such Loan which confirmed that such Mortgage constituted a first charge, mortgage or hypothec against such property;
- (o) the Originator shall not have given any consents, approvals or waivers or have postponed any of its rights under or in respect of any such Loan except in the ordinary course of business and any such permitted extension, modification, consent, approval, waiver or postponement is reflected in the Loan and Related Security Files;

- (p) no Loan has been satisfied or rescinded, nor has any property been discharged, reconveyed or released from the charge created by the Mortgage in whole or in part, other than the release required by the Security Sharing Agreement;
- (q) as at the date hereof, no Loan is subject to any dispute proceeding, set-off, compensation, counterclaim or defence;
- (r) neither the Mortgage Conditions for any Loan nor the provisions of any other documentation applicable to any such Loan and enforceable by the Borrower expressly afford the Borrower a right of set-off; and
- (s) to the extent any Loan or Additional Loan Advance under a Loan is extended, advanced or renewed on or after December 31, 2021, the Mortgage Conditions for the Loan or the provisions of any other documentation applicable to the Loan and enforceable against the Borrower, together with those of any other loan secured by the same Mortgage, contain an express waiver of set-off and compensation rights on the part of the Borrower.

“**Eligible Loan**” means a Loan which satisfies each of the Eligibility Criteria as at the Cut-Off Date;

“**Purchased Assets**” has the meaning ascribed thereto in Section 3; and

“**Purchased Loans**” has the meaning ascribed thereto in Section 3.

3. SALE AND PURCHASE OF ELIGIBLE LOANS

The Originator hereby sells, transfers and assigns unto the Acquirer and the Acquirer hereby purchases from the Originator, all of the Originator’s beneficial ownership of and right, title and interest to the Loans described in Annex A hereto (the “**Purchased Loans**”), together with all Collections thereon on and after the Cut-Off Date, and their Related Security (excluding registered title or recorded title) (collectively the “**Purchased Assets**”), on a fully serviced basis, on the terms and subject to the conditions set out in the Mortgage Sale Agreement.

Without limiting the foregoing, the Originator hereby sells, transfers and assigns unto the Acquirer and the Acquirer hereby purchases from the Originator, the universality of all present and future claims and rights of action arising from and consisting of all of the Originator’s ownership of and right, title and interest to all Eligible Loans of the Originator described in Annex A hereto and which (i) are repayable by a Borrower resident in the Province of Québec, (ii) are subject to loan documentation which requires that payments of interest or principal in respect thereof be made at a location or an account situated or maintained in the Province of Québec, or (iii) are secured by a Mortgage against immovable property situated in the Province of Québec, (collectively, the “**Québec Purchased Claims**”) together with all Collections thereon on and after the Cut-Off Date, and all Related Security (collectively, the “**Québec Purchased Assets**”).

For greater certainty, all references herein to the Purchased Loans shall be deemed to include the Québec Purchased Claims and all references to the Purchased Assets shall be deemed to include the Québec Purchased Assets.

4. REPRESENTATIONS AND WARRANTIES

The Originator hereby represents and warrants to the Acquirer that:

- (a) the representations and warranties of the Originator contained in the Mortgage Sale Agreement are true and correct as of the date hereof;
- (b) it has made a notation in its records that beneficial ownership of the Purchased Loans has been assigned to the Acquirer;
- (c) until the happening of an event described in Section 7.1(a) of the Mortgage Sale Agreement, the Originator directly holds the registered title to the Mortgages and any Related Security for the Purchased Loans and the related Mortgage Deed and other documents evidencing and securing the Purchased Loans as agent, nominee and bailee for and on behalf of the Acquirer and/or the Guarantor (and also, in the case of any Multiproduct Loan, for and on the Acquirer's and/or the Guarantor's behalf and for and on behalf of the Originator and/or any Multiproduct Purchaser having an interest in any related Line of Credit Loan, as applicable, in accordance with the Security Sharing Agreement); and
- (d) the Loan was originated or otherwise complies with the Originator's underwriting policy, as in effect or otherwise applicable at the time the Loan was originated. For greater certainty, a Loan is deemed to otherwise comply with an underwriting policy to the extent that an independent third-party prudent lender conducting a credit assessment of the loan would be able to apply all aspects of the applicable underwriting policy, based on available documentation, and arrive at the same credit decision.

5. ADDITIONAL ACTIONS UPON A TITLE TRIGGER EVENT.

Without limiting the provisions of the Mortgage Sale Agreement or Section 4(c) of this Agreement, in connection with the Perfection of the sale, transfer and assignment of the Purchased Assets pursuant to Article 7 of the Mortgage Sale Agreement, the Guarantor will (or will instruct the Originator to) give all notices, make all registrations and generally complete all formalities required under the laws of the applicable jurisdictions, including, without limitation all formalities required under the laws of the Province of Québec to comply with Articles 1641, 1645 and 3003 of the *Civil Code of Québec* and any additional formalities which may then be required under applicable law to render the sale, transfer and assignment of the Québec Purchased Assets opposable against the Borrowers or other obligors and all third parties. The Originator will act upon the Guarantor's (or Bond Trustee's) instructions under this Article 5, if any.

Without limiting any of the powers of the Guarantor hereunder or under the Mortgage Sale Agreement, the Guarantor will be entitled to discharge the Mortgages and give acquittance and receipts for amounts due in respect of the Purchased Loans, including with respect to amounts due to the Originator before the date of this Agreement.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the conflict of laws principles thereof).

7. NUMBER AND GENDER

Words importing the singular include the plural and vice versa, and words importing gender include all genders.

8. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this agreement by facsimile shall be as effective as delivery of a manually executed counterpart of such signature page.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the Originator has executed this Assignment.

B2B BANK

Per: _____
Name:
Title:

Per: _____
Name:
Title:

This Assignment is accepted by the Acquirer this _____ day of _____,
20____.

LAURENTIAN BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**ANNEX A
PURCHASED LOANS**

CERTIFICATION

I, _____, ●, [advocate][notary public] in and for the Province of ●, certify that:

1. This certificate concerns an application for the Originator Assignment and the Annex A thereto (the “**Assignment**”) entered into between B2B Bank, as Originator and Laurentian Bank of Canada, as purchaser (the “**Acquirer**”), executed under private signature at ●, Province of ●, on ●, 20●●;
2. I have verified the identity, quality and capacity of the Originator and the Acquirer to the said Assignment;
3. Such Assignment represents the will expressed by the Originator and the Acquirer; and
4. Such Assignment is valid as to form.

CERTIFIED at ●, Province ● on the _____ day of the month of ●, 20__.

Name: ●
Quality: [Advocate][Notary Public]
Address: ●

●, [advocate][notary public] in and for the
Province of ●

SCHEDULE 2.4
FORM OF OPTIONAL REPURCHASE NOTICE

To: B2B Bank (the “**Originator**”)

From: Laurentian Bank of Canada (the “**Acquirer**”)

It is hereby agreed for the purpose of this Optional Repurchase Notice that the “**Principal Agreement**” shall mean the mortgage sale agreement dated April 21, 2021 made by and among the Originator, as seller and the Acquirer, as purchaser, as the same may be or have been amended, varied or supplemented from time to time pursuant to the terms of that agreement.

Unless otherwise defined herein, capitalized words and expressions in this Optional Repurchase Notice shall have the same meanings given thereto in the Principal Agreement.

In accordance with Section 2.4 of the Principal Agreement, upon receipt of this Optional Repurchase Notice by the Originator there shall exist between the Originator and the Acquirer an agreement (the “**Agreement for Sale**”) for the sale by the Acquirer to the Originator of the Portfolio Assets more particularly described in Schedule “A” hereto. Completion of such sale shall take place on [INSERT DATE] (the “**Closing Date**”) and the price payable by the Originator for the Portfolio Assets more particularly described in Schedule “A” hereto shall be the Optional Repurchase Price.

The Agreement for Sale shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

Dated as of the [●]

LAURENTIAN BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We hereby acknowledge receipt of and confirm the contents of the Optional Repurchase Notice dated [●].

B2B BANK

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule "A"

SCHEDULE OF PORTFOLIO ASSETS

See Attached.

SCHEDULE 4.1(m)
LOCATION OF ORIGINATOR

Originator:
199 Bay Street, Suite 600,
Toronto, Ontario,
Canada M5L 0A2

SCHEDULE 8.1
FORM OF PORTFOLIO ASSET OFFER NOTICE

To: **B2B Bank** (the “**Originator**”)

From: **Laurentian Bank of Canada** (the “**Acquirer**”)

It is hereby agreed for the purpose of this Portfolio Asset Offer Notice that the “**Principal Agreement**” shall mean the mortgage sale agreement dated ●, 2021 made by and among the Originator, as seller and the Acquirer, as purchaser, as the same may be or have been amended, varied or supplemented from time to time pursuant to the terms of that agreement.

Unless otherwise defined herein, capitalized words and expressions in this Portfolio Asset Offer Notice shall have the same meanings given thereto in the Principal Agreement.

In accordance with and subject to Article 8 of the Principal Agreement we make an offer to you on the following terms:

1. This Portfolio Asset Offer Notice constitutes an offer to sell certain Portfolio Assets and their Related Security more particularly described in Schedule “A” hereto to you at the offer price in aggregate equal to the greater of the Fair Market Value of such Portfolio Assets and the Adjusted Required Redemption Amount.
2. This offer is capable of acceptance by you within ten (10) Business Days from and including the date of this Portfolio Asset Offer Notice. If you do not accept this offer, we intend to sell the Portfolio Assets described in Schedule “A” hereto to a third party or third parties.
3. This Portfolio Asset Offer Notice shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

You may accept this offer to you by signing the duplicate of this Portfolio Asset Offer Notice in a manner indicating acceptance and delivering it to the Acquirer.

We refer you to the Principal Agreement as to your rights, and the consequences of failure to accept this offer in time or at all or of doing so in a manner other than that specified in the Principal Agreement.

[Remainder of this page is intentionally left blank]

Dated as of the [●]

LAURENTIAN BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We accept the offer contained in this Portfolio Asset Offer Notice.

Dated as of the [●]

B2B BANK

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule "A"

LOANS

1. Title No. (if registered)	2. Borrower	3. Account No.	4. Property Postal Code	5. Date of Mortgage
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Aggregate Fair Market Value of Loans: \$●

**SCHEDULE 8.2
FORM OF PORTFOLIO ASSET OFFER REPURCHASE NOTICE**

To: B2B Bank (the “**Originator**”)

From: Laurentian Bank of Canada (the “**Acquirer**”)

It is hereby agreed for the purpose of this Portfolio Asset Offer Repurchase Notice that the “**Principal Agreement**” shall mean the mortgage sale agreement dated ●, 2021 made by and among the Originator, as seller and the Acquirer, as purchaser as the same may be or have been amended, varied or supplemented from time to time pursuant to the terms of that agreement.

Unless otherwise defined herein, capitalized words and expressions in this Portfolio Asset Offer Repurchase Notice shall have the same meanings given thereto in the Principal Agreement.

In accordance with Article 8 of the Principal Agreement, upon receipt of this Portfolio Asset Offer Repurchase Notice by the Originator there shall exist between the Originator and the Acquirer an agreement (the “**Agreement for Sale**”) for the sale by the Acquirer to the Originator of the Portfolio Assets more particularly described in Schedule “A” hereto. Completion of such sale shall take place on [INSERT DATE] and the price payable by the Originator for the Portfolio Assets more particularly described in Schedule “A” hereto shall be in aggregate equal to the Repurchase Amount.

The Agreement for Sale shall incorporate, mutatis mutandis, the relevant provisions of the Principal Agreement.

Dated as of the [●]

LAURENTIAN BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We hereby acknowledge receipt of and confirm the contents of the Portfolio Asset Offer Repurchase Notice dated [●].

B2B BANK

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Schedule "A"

LOANS

1. Title No. (if registered)	2. Borrower	3. Account No.	4. Property Postal Code	5. Date of Mortgage
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Aggregate Fair Market Value of Loans: \$●