

**AMENDING AGREEMENT TO
THE SUPPLEMENTAL AGENCY AGREEMENT**

THIS AMENDING AGREEMENT TO THE SUPPLEMENTAL AGENCY AGREEMENT (this “**Agreement**”) is made as of the 7th day of April, 2015.

BETWEEN:

- (1) **The Toronto-Dominion Bank** (the “**Issuer**”);
- (2) **TD Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”); and
- (3) **Computershare Investor Services Pty Limited** (ABN 48 078 279 277) as Australian paying agent and registrar for the purposes of the Australian Covered Bonds (as defined in the Agency Supplement) (the “**Australian Agent**”).

WHEREAS the parties entered into a supplemental agency agreement made as of October 17, 2014 (the “**Agency Supplement**”);

AND WHEREAS the parties hereto have agreed to amend the Agency Supplement pursuant to the terms of this Agreement;

NOW THEREFORE IT IS HEREBY AGREED that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

ARTICLE 1- AMENDMENTS

1.01 **Amendments**

The following shall be added to the Agency Supplement as Section 17:

17. Modification

In accordance with Section 20 of the Agency Agreement, and except as otherwise expressly provided in this supplemental agreement, the provisions in this supplemental agreement may be amended or waived by further written agreement among the parties hereto and without the consent of the Holders of any of the Australian Covered Bonds. If any such amendment or any waiver of any provision of this supplemental agreement is determined to be material in the opinion of the Guarantor, satisfaction of the Rating Agency Condition shall be required in respect thereof and the Guarantor (or the Cash Manager on its behalf) shall deliver notice to the Rating Agency 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 Guarantor under this supplemental agreement.

ARTICLE 2- MISCELLANEOUS

2.01 Further Assurances

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

2.02 Other Amendments

Except as expressly amended, modified and supplemented hereby, the provisions of the Agency Supplement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Agency Supplement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

2.03 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

2.04 Interpretation

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agency Supplement (prior to its amendments hereby).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

THE TORONTO-DOMINION BANK

Per: 
Name: Christina Wang
Title: Authorized Signatory

**TD COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP** by
its managing general partner, **TD COVERED
BOND (LEGISLATIVE) GP INC.**

Per: 
Name: Christina Wang
Title: Authorized Signatory

**COMPUTERSHARE INVESTOR SERVICES
PTY LIMITED**

Per: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

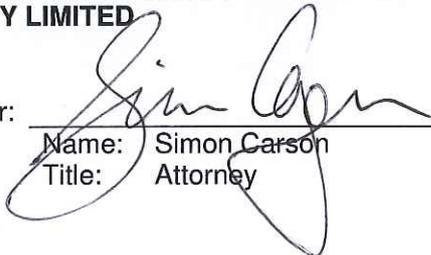
THE TORONTO-DOMINION BANK

Per: _____
Name: Christina Wang
Title: Authorized Signatory

**TD COVERED BOND (LEGISLATIVE)
GUARANTOR LIMITED PARTNERSHIP** by
its managing general partner, **TD COVERED
BOND (LEGISLATIVE) GP INC.**

Per: _____
Name: Christina Wang
Title: Authorized Signatory

**COMPUTERSHARE INVESTOR SERVICES
PTY LIMITED**

Per:  _____
Name: Simon Carson
Title: Attorney