

THIS EUROPEAN REGISTRAR SUPPLEMENTAL AGENCY AGREEMENT is made on the 28th day of June, 2024

BETWEEN:

- (1) **The Toronto-Dominion Bank** (the “**Issuer**”);
- (2) **TD Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”);
- (3) **Computershare Trust Company of Canada**, in its capacity as Bond Trustee (the “**Bond Trustee**”);
- (4) **Citibank, N.A., London Branch**, in its capacity as Issuing and Paying Agent (the “**Issuing and Paying Agent**”) and in other capacities;
- (5) **Citigroup Global Markets Europe AG**, in its capacity as the current European registrar (the “**Current European Registrar**”);
- (6) **Citibank Europe Plc**, in its capacity as the new European registrar (the “**New European Registrar**”); and
- (7) **Citibank, N.A.**, in its capacity as the U.S. registrar (the “**U.S. Registrar**”) and in other capacities;

WHEREAS:

- A. The parties hereto other than the New European Registrar entered into an agency agreement (the “**Agency Agreement**”) dated June 25, 2014 in respect of the Programme;
- B. Pursuant to Article 16 of the Agency Agreement, the Current European Registrar wishes to resign and provide for the New European Registrar to be the European Registrar on or after the date hereof and the New European Registrar wishes to accept such appointment, all on the terms specified in this Supplement;

NOW IT IS HEREBY AGREED as follows:

- (1) Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them, directly or indirectly, in the Agency Agreement.
- (2) Pursuant to Clause 16.1 of the Agency Agreement, the Current European Registrar hereby gives the other parties hereto notice that, as of and from the date hereof, it wishes to resign as European Registrar and to no longer act as European Registrar in respect of any Covered Bonds issued under the Programme on or after the date hereof (subject to the Current European Registrar will be the European Registrar for any Covered Bonds issued under the Programme after the date of this Supplement which are to be consolidated and form a single Series with any Covered Bonds issued prior to the date of this Supplement).

- (3) The parties hereto confirm that, pursuant to the Agency Agreement, the New European Registrar is appointed as the European Registrar in respect of any Covered Bonds issued under the Programme on or after the date hereof (subject to the New European Registrar will not act as European Registrar under the Programme after the date of this Supplement in respect of Covered Bonds which are to be consolidated and form a single Series with any Covered Bonds issued prior to the date of this Supplement) and will assume, perform and observe all obligations as European Registrar under the Agency Agreement on and after the date hereof and shall have the same rights and obligations as would have been the case had it entered into the Agency Agreement in the form *mutatis mutandis* of the Agency Agreement. Further, the parties hereto waive any requirements under the Agency Agreement in respect of the giving of notice or the passage of time, as applicable, in respect of the resignation of the Current European Registrar and the appointment of the New European Registrar on the terms hereof.
- (4) Each of the parties hereto, other than the Current European Registrar, acknowledge the resignation of the Current European Registrar as European Registrar on the terms hereof, and, each of the parties hereto, other than the New European Registrar, acknowledge the appointment of the New European Registrar as European Registrar on the terms hereof.
- (5) The Current European Registrar acknowledges that its resignation as European Registrar will have no effect on its rights and obligations as European Registrar under the Agency Agreement and in respect of Covered Bonds issued under the Programme prior to the date hereof (including any Covered Bonds issued on or after this date which are to be consolidated and form a single Series with any such Covered Bonds). On that basis, the Current European Registrar acknowledges that in the present circumstances, none of the Clauses 16.01 or 16.06 of the Agency Agreement, nor the Issuer's obligation in Clause 16.05 of the Agency Agreement to notify holders of Covered Bonds of the said resignation, applies.
- (6) This Supplement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- (7) This Supplement shall be governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (8) Notices

All notices and communications hereunder shall be made in writing (by letter or fax) in the English language (or a certified translation), shall be effective upon receipt by the addressee and shall be sent as follows:

- (a) if to the Issuer to it at:

Address: The Toronto-Dominion Bank
66 Wellington Street West
21st Floor, TD Bank Tower

Toronto, Ontario
Canada M5K 1A2

Fax: [REDACTED]

Attention: Associate Vice President, Treasury and Balance Sheet
Management

(b) if to the Guarantor to it at:

Address: TD Covered Bond (Legislative) Guarantor Limited
Partnership
66 Wellington Street West
21st Floor, TD Bank Tower
Toronto, Ontario
Canada M5K 1A2

Fax: [REDACTED]

Attention: Associate Vice President, Treasury and Balance Sheet
Management

(c) if by the Issuer to the Issuing and Paying Agent to it at:

Address: Citibank, N.A. London Branch
Citigroup Centre 2
25 Canada Square
Canary Wharf
London E14 5LB

Email: [REDACTED]

Attention: Agency and Trust

RE: TD Covered Bonds

(or in the case of an Issuing and Paying Agent not originally a party hereto,
specified by notice to the other parties hereto at or about the time of its
appointment as the agent of the Issuer);

(d) if by the Issuer to the European Registrar to it at:

Address: Citibank Europe Plc
1 North Wall Quay, Dublin 1,
Ireland

Email: [REDACTED]

Attention: Agency and Trust
RE: TD Covered Bonds

(or in the case of a European Registrar not originally a party hereto, specified by notice to the other parties hereto at or about the time of its appointment as the agent of the Issuer);

- (e) if by the Issuer to the U.S. Registrar, U.S. Paying Agent and Transfer Agent to it at:

Address: Citibank, N.A.
388 Greenwich Street, 14th Floor
New York, NY 10013

Fax: [REDACTED]

Attention: Cirino Emanuele

RE: TD Covered Bonds

(or in the case of a U.S. Registrar, U.S. Paying Agent and Transfer Agent not originally a party hereto, specified by notice to the other parties hereto at or about the time of its appointment as the agent of the Issuer);

- (f) if to an Agent (otherwise than by the Issuer) to it at the address or fax number specified against its name in the Third Schedule (or, in the case of an Agent not originally a party hereto, as specified by notice to the other parties hereto at or about the time of its appointment as the agent of the Issuer) for the attention of the person or department therein specified (or as aforesaid);
- (g) if to a Calculation Agent to it at the address or fax number specified by notice to the other parties hereto at or about the time of its appointment as the agent of the Issuer;
- (h) if to an Exchange Agent to it at the address or fax number specified by notice to the other parties hereto at or about the time of its appointment as the agent of the Issuer;
- (i) If to the Bond Trustee to it at:

Address: Computershare Trust Company of Canada
100 University Avenue
8th Floor North Tower
Toronto, Ontario,
Canada M5J 2Y1

Fax: [REDACTED]

Attention: Manager, Corporate Trust

or, in any case, to such other address or fax number or for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

(9) The Specified office of the European Registrar shall be:

Citibank Europe Plc
1 North Wall Quay, Dublin 1,
Ireland

[The remainder of this page is intentionally left blank]

IN WITNESS whereof this Agreement has been entered into as of the day and year first above written.

THE TORONTO-DOMINION BANK

Per: "Colin Elion"
Name: Colin Elion
Title: Associate Vice President, Funding,
Treasury and Balance Sheet Management

**TD Covered Bond (Legislative) Guarantor
Limited Partnership**

Per: "Colin Elion"
Name: Colin Elion
Title: Vice President

CITIBANK, N.A. LONDON BRANCH

Per: "Georgia Mitchell"
Name: Georgia Mitchell
Title: Vice President

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

Per: "Nini Aroyewun"
Name: Nini Aroyewun
Title: Corporate Trust Officer

Per: "Ann Samuel"
Name Ann Samuel
Title: Associate Trust Officer

CITIBANK EUROPE PLC

Per: "Georgia Mitchell"
Name: Georgia Mitchell
Title: Attorney

CITIGROUP GLOBAL MARKETS EUROPE AG

Per: "Karsten Baars" "Gabriele Fisch"
Name: Karsten Baars
Gabriele Fisch
Title: Authorized Signatories

CITIBANK, N.A.

Per: "Georgia Mitchell"
Name: Georgia Mitchell
Title: Attorney