

## Covered Bond Swap Confirmation

September 25, 2014

To: TD Covered Bond (Legislative) Guarantor Limited Partnership,  
acting by its managing general partner,  
TD Covered Bond (Legislative) GP Inc.  
66 Wellington Street West  
21<sup>st</sup> Floor, TD Bank Tower  
Toronto, Ontario  
M5K 1A2

Attn: Christina Wang  
Fax: (416) 868-0792

From: The Toronto-Dominion Bank

Re: **Covered Bond Transaction (re USD 1,750,000,000 2.250 per cent. Covered Bonds due September 25, 2019, Series CBL3 (ISIN: 144A: US891145W592) under the USD 15,000,000,000 Global Covered Bond Programme unconditionally and irrevocably guaranteed as to payments by TD Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, TD Covered Bond (Legislative) GP Inc.**

And Re: **Trade Reference – Series CBL3**

Dear Sir or Madam,

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

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of September 25, 2014 (identified on page 1 thereof as the “Covered Bonds 2002 Master Agreement (Series CBL3)”), as amended, varied, restated and supplemented from time to time, between you and us (the “**Agreement**”). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**Definitions**”) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions and Construction Agreement dated June 25, 2014 between The Toronto-Dominion Bank, TD Covered Bond (Legislative) Guarantor Limited Partnership, Computershare Trust Company of Canada, TD Covered Bond (Legislative) GP Inc., 8638080 Canada Inc., and Ernst & Young LLP and each  
MT DOCS 13720391v6

other Person who may from time to time become a party thereto, as amended, varied, restated and supplemented from time to time (the “**Master Definitions and Construction Agreement**”); and (iii) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For the purposes of the Definitions, references herein to a “Transaction” shall be deemed to be references to a “Swap Transaction”.

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

Trade Date: September 18, 2014.

Effective Date: The Contingent CB Swap Effective Date; provided that the Effective Date will be such date on which a Covered Bond Swap Activation Event occurs if (a) Party A is also the lender under the Intercompany Loan Agreement, (b)(A) a Contingent Collateral Trigger Event has occurred in respect of Party A, (B) a Contingent Collateral Notice is in effect in respect of such Contingent Collateral Trigger Event and (C) within 10 Toronto Business Days of the occurrence of such Contingent Collateral Trigger Event and for so long as a Contingent Collateral Trigger Event continues to exist, Party B has Contingent Collateral in respect of this Agreement, and (c) the Asset Coverage Test or the Amortization Test, as applicable continues to be satisfied.

Termination Date: Unless terminated earlier by a Covered Bond Swap Early Termination Event, the earlier of:

- (a) the Final Maturity Date for (or, if earlier, the date of redemption in whole, but not in part, of) the final Tranche of Series CBL3 or, if Party B notifies Party A prior to such Final Maturity Date of its inability to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount for such final Tranche of Series, the final date on which an amount representing the Final Redemption Amount for such final Tranche of Series is paid (but in any event, not later than the Extended Due for Payment Date for such final Tranche of Series, if any) (the “**Scheduled Termination Date**”); and
- (b) the date designated therefor by the Bond Trustee and notified to Party A and Party B for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefrom in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 7.03, as modified by the Final Terms for Series CBL3.

Currency Swap Transaction Exchange Rate:	1 USD = 1.0955 CAD.
Business Days:	London, Toronto and New York
Calculation Period	In respect of Floating Amounts, each Guarantor Calculation Period and in respect of Fixed Amounts, each Swap Provider Calculation Period.
Guarantor Calculation Period	Each period from and including the last Business Day of each month to, but excluding, the last Business Day of the next succeeding month, provided that (a) the first Guarantor Calculation Period begins on, and includes, the Effective Date, and (b) the final Guarantor Calculation Period shall end on, but exclude, the Termination Date.
<b>Floating Amounts</b>	
Floating Rate Payer:	Party B.
Party B Payment Date:	Each Guarantor Payment Date, commencing the first such date following the first Calculation Date which occurs after the Effective Date.
Party B Payment Amount:	On each Party B Payment Date, Party B will pay in Canadian Dollars to Party A the product of: <ul style="list-style-type: none"><li>(a) the Party B Notional Amount for the Guarantor Calculation Period ending immediately preceding such Guarantor Payment Date;</li><li>(b) Party B Day Count Fraction; and</li><li>(c) the Party B Floating Rate.</li></ul>
Party B Notional Amount:	For each Guarantor Calculation Period, the product of (x) the Party A Currency Amount on the first day of such Guarantor Calculation Period and (y) the Currency Swap Transaction Exchange Rate.
Party B Day Count Fraction:	Act/365 (Fixed)
Party B Business Day Convention:	Following.
Party B Floating Rate:	Party B Floating Rate Option <i>plus</i> Party B Base Spread.

Party B Floating Rate Option: CAD-BA-CDOR.  
Party B Designated Maturity: 1 month.  
Party B Reset Dates: The first day of each Guarantor Calculation Period.  
Party B Base Spread: ■ per cent. per annum.

**Fixed Amounts**

Fixed Rate Payer: Party A.  
Party A Currency Amount: In respect of each Swap Provider Calculation Period, an amount in USD equal to the Party A Notional Amount *minus* the aggregate of each Party A Interim Exchange Amount paid on or prior to the first day of such Swap Provider Calculation Period.

Swap Provider Calculation Period: Each period from and including a Swap Provider Payment Date to, but excluding, the next following applicable Swap Provider Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date.

Swap Provider Payment Dates: On or prior to the Final Maturity Date, the 25<sup>th</sup> of March and September of each year, commencing the first such date after the Effective Date up to and including the Final Maturity Date for Series CBL3, and thereafter, the 25<sup>th</sup> of each month up to and including the Scheduled Termination Date (which, for greater certainty, may be a date other than the 25<sup>th</sup> of the month).

Party A Notional Amount: USD 1,750,000,000.

Party A Payment Amount: On each Swap Provider Payment Date on or prior to the Final Maturity Date for Series CBL3, Party A will pay to Party B the product of:

- (a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, such Swap Provider Payment Date;
- (b) the Party A Fixed Rate Day Count Fraction for the Swap Provider Calculation Period ending on such Swap Provider Payment Date; and

(c) the Party A Fixed Rate.

On each Swap Provider Payment Date after the Final Maturity Date for Series CBL3, Party A will pay to Party B the product of:

(a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, such Swap Provider Payment Date;

(b) the Party A Floating Rate Day Count Fraction for the Swap Provider Calculation Period ending on such Swap Provider Payment Date; and

(c) the Party A Floating Rate.

Party A Fixed Rate:	2.250% per annum.
Party A Fixed Rate Day Count Fraction:	30/360
Party A Floating Rate:	Party A Floating Rate Option plus Party A Spread
Party A Floating Rate Option:	USD-LIBOR-BBA
Designated Maturity:	1 month
Party A Spread:	0.4075% per annum
Party A Reset Dates:	The first day of each applicable Swap Provider Calculation Period.
Party A Floating Rate Day Count Fraction	Actual/360
Party A Business Day Convention:	On or prior to the Final Maturity Date, Following, provided that no adjustment will be made to the end date in respect of a Swap Provider Calculation Period even if such end date occurs on a day that is not a Business Day, and after the Final Maturity Date, Modified Following.

### **Interim Exchanges**

Interim Exchange Date:	If (a) an Extended Due for Payment Date is specified as applicable in the Final Terms for Series CBL3 and (b) Party B has notified Party A that the payment of any or all of the Final Redemption Amount for such Series shall be deferred until the Extended Due for Payment Date pursuant to Condition 6.01, as modified by the Final Terms for such Series, then each Interest Payment Date for such Series falling after the Final Maturity Date up to (and including) the relevant Extended Due for Payment Date for which Party B has provided at least three
------------------------	---

Business Days' prior notice of the related Party B Interim Exchange Amount.

Party A Interim Exchange Amount: With respect to an Interim Exchange Date, the amount in USD notified by Party B to Party A as being the portion of the Final Redemption Amount for Series CBL3 that Party B shall pay pursuant to Condition 6.01, as modified by the Final Terms for Series CBL3.

Party B Interim Exchange Amount: With respect to an Interim Exchange Date, the Party A Interim Exchange Amount for such Interim Exchange Date converted into Canadian Dollars at the Currency Swap Transaction Exchange Rate.

**Final Exchanges**

Final Exchange Date: If Party B is required to pay an Early Redemption Amount for Series CBL3 on any day pursuant to Condition 7.02, as modified by the Final Terms for Series CBL3 and provides at least three Business Days' prior notice thereof to Party A, then the day so specified in such notice.

Party A Final Exchange Amount: The amount in USD notified by Party B to Party A as being the Early Redemption Amount for Series CBL3 plus accrued but unpaid interest and any other amount due under Series CBL3 (other than additional amounts payable under Condition 8 as modified by the Final Terms for Series CBL3) that Party B shall pay pursuant to Condition 7.02, as modified by the Final Terms for Series CBL3.

Party B Final Exchange Amount: The Party A Final Exchange Amount converted into Canadian Dollars at the Currency Swap Transaction Exchange Rate.

**Other Provisions**

Calculation Agent: Party A.

**Account Details**

Account for payments to Party A in CAD:

Bank: The Toronto-Dominion Bank  
SWIFT: [REDACTED]  
Branch Transit: [REDACTED]  
Beneficiary account number: [REDACTED]  
For further credit to: [REDACTED]

or such other account as Party A may direct.

Account for payments to Party B in USD: Such account as directed by Party B.

**Contact Details for notices**

**Party A** As set out in Part 4 of the Agreement.

**Party B** As set out in Part 4 of the Agreement.

[Remainder of page intentionally left blank]

**Confirmation**

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

**THE TORONTO-DOMINION BANK**

By:  \_\_\_\_\_

Name: Christina Wang

Title: Associate Vice-President, Treasury and Balance Sheet Management

Confirmed as of the date first written above:

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

By:  \_\_\_\_\_

Name: Christina Wang

Title: Vice President

Date: September 25, 2014