

**SECOND AMENDING AGREEMENT TO
CASH MANAGEMENT AGREEMENT**

THIS SECOND AMENDING AGREEMENT TO CASH MANAGEMENT AGREEMENT (this “**Agreement**”) is made as of the 7th day of September, 2017.

BY AND AMONG

- (1) **THE TORONTO-DOMINION BANK**, a bank named in Schedule I to the *Bank Act* (Canada), in its capacity as Cash Manager, Issuer, Seller, Servicer and the Bank;
- (2) **TD COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of Ontario, by its managing general partner **TD COVERED BOND (LEGISLATIVE) GP INC.**, in its capacity as Guarantor; and
- (3) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company formed under the laws of Canada, in its capacity as Bond Trustee.

WHEREAS the parties entered into a cash management agreement made as of June 25, 2014, as amended on January 8, 2015 (as amended, the “**Cash Management Agreement**”);

AND WHEREAS the parties hereto have agreed to amend the Cash Management Agreement pursuant to the terms of this Agreement and in accordance with Section 19 of the Cash Management Agreement, Section 7.02 of the Security Agreement and Clause 21.2 of the Trust Deed;

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 – AMENDMENT

1.01 Amendment

(1) Section 3.4 of the Cash Management Agreement shall be amended by deleting the heading and replacing it with the following, and all references to such heading shall be replaced accordingly:

“Compliance with the Asset Coverage Test, the Amortization Test, the Pre-Maturity Test, the Valuation Calculation and the OC Valuation”

(2) Section 3.4 of the Cash Management Agreement shall be amended in the following manner:

(i) deleting the word “and” at the end of Section 3.4(a)(iv);

(ii) replacing the comma at the end of Section 3.4(a)(v) with a semicolon followed by the word “and”; and

(iii) adding the following as a new Section 3.4(a)(vi) immediately after Section 3.4(a)(v):

“(vi) following the 2017 New Guide OC Valuation Implementation Date, to do all calculations which are required to determine the OC Valuation as of each Calculation Date on or before the Toronto Business Day at least two Toronto Business Days prior to the immediately following Guarantor Payment Date.”

(3) Section 4.4(b) of the Cash Management Agreement shall be amended by deleting the reference to “paragraph 5” and replacing it with a reference to “paragraph 4”.

(4) The Cash Management Agreement shall be amended by deleting section 4.5 in its entirety and replacing it with the following:

“4.5 Bank Account Statements

The Cash Manager shall take all reasonable steps to ensure that it receives a copy of the Payment Ledger in respect of the relevant month and to the extent there is activity in such accounts during such month a monthly bank statement in relation to each of the Guarantor Accounts and that it furnishes a copy of such statements to each of the Guarantor and, upon request, the Bond Trustee.”

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 Cash Management Agreement 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 Cash Management Agreement (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 Cash Management Agreement (prior to its amendment hereby) and in the Amended and Restated Master Definitions and Construction Agreement dated July 14, 2016, as amended, supplemented or restated from time to time, by and among The Toronto-Dominion Bank, TD Covered Bond (Legislative) Guarantor Limited Partnership, Computershare Trust Company of Canada, 8638080 Canada Inc., TD Covered Bond (Legislative) GP Inc., Ernst & Young LLP,

Citibank, N.A. London Branch, Citigroup Global Markets Deutschland AG and Citibank, N.A.,
as the context requires.

[SIGNATURE PAGES FOLLOW]

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: *"Cameron Joynt"*

Name: Cameron Joynt
Title: Authorized Signatory

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

Per: *"Cameron Joynt"*

Name: Cameron Joynt
Title: Authorized Signatory

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

Per: *"Morag Abraham"*

Name: Morag Abraham
Title: Corporate Trust Officer

"Ann Samuel"

Name: Ann Samuel
Title: Associate Trust Officer