

**SECOND AMENDING AGREEMENT TO
THE SUPPLEMENTAL AGENCY AGREEMENT**

THIS AMENDING AGREEMENT TO THE SUPPLEMENTAL AGENCY AGREEMENT (this “**Agreement**”) is made as of the 2nd day of April, 2020.

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 issuing and paying agent and registrar for the purposes of the Australian Covered Bonds (as defined in this Agreement) (the “**Australian Agent**”).

WHEREAS the parties entered into a supplemental agency agreement made as of October 17, 2014, as amended on April 7, 2015 (the “**Agency Supplement**”);

AND WHEREAS the Issuer, the Guarantor and the Bond Trustee have amended and restated the Supplemental Trust Deed pursuant to an amended and restated supplemental trust deed (the “**Amended and Restated Supplemental Trust Deed**”) dated April 2, 2020, which, among other things, facilitates the issuance of Australian Covered Bonds on or after the date hereof;

AND WHEREAS the parties hereto have agreed to amend the Agency Supplement pursuant to the terms of this Agreement to address future issuances of Australian Covered Bonds;

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**

- (1) Section 3(a) of the Agency Supplement is deleted in its entirety and replaced with the following:
 - (a) Definitions and Interpretation
 - (i) All references to “**Issuing and Paying Agent**” or “**Paying Agents**” in the Agency Agreement shall include the Australian Agent, in its capacity as issuing and paying agent in respect of the Australian Covered Bonds.
 - (ii) All references to “**Registrar**” or “**Registrars**” in the Agency Agreement and the Agency Supplement shall include the Australian Agent, in its capacity as registrar in respect of the Australian Covered Bonds.

- (iii) All references to “**Conditions**” or “**Terms and Conditions**” are to the applicable terms and conditions of the Australian Covered Bonds.
- (iv) All references to “**Business Day**” are to Business Day as defined in the applicable terms and conditions of the Australian Covered Bonds.
- (v) “**Fee Schedule**” means the fee schedule set out in the document entitled “Registry, Issuing, Calculating & Paying Agent Services” provided to the Issuer by the Australian Agent on or about April 6, 2020.
- (vi) “**Australian Covered Bonds**” means the Australian dollar denominated Covered Bonds to be constituted by the Australian Deed Poll and cleared through the Austraclear System operated by Austraclear.
- (vii) “**Australian Deed Poll**” or “**Deed Poll**” shall have the meaning attributed to “Australian Deed Poll” in the amended and restated supplemental trust deed (the “**Supplemental Trust Deed**”) made as of April 2, 2020 between the Issuer, the Guarantor and the Bond Trustee.
- (viii) “**Final Terms**” shall have the meaning attributed to it in the Supplemental Trust Deed.

(2) Section 3(c)(v) and section 15(i) of the Agency Supplement are amended by replacing all references to “facsimile” with “email” and section 15(iii) is deleted in its entirety.

(3) The address of the Australian Agent set out in section 15(i) of the Agency Supplement is updated to the following:

Computershare Investor Services Pty Limited
Level 3
60 Carrington Street
Sydney NSW 2000
Australia
Email: AUCSSYDStructuredProducts@computershare.com.au
Attention: Company Secretary

(4) Section 10(d) of the Agency Supplement is deleted in its entirety and replaced with the following:

“To the extent permitted by law, the Australian Agent’s total liability to the Issuer and the Guarantor under or in relation to this supplemental agency agreement and the Agency Agreement (howsoever arising, such as in tort (including negligence), for breach of contract and under any indemnity, but excluding liability as a direct result of the willful misconduct or fraud on the part of the Australian Agent) arising in relation to acts, omissions and events occurring in any particular 12 month period during the term of this supplemental agency agreement is limited in aggregate to three times (3 x) the amount of service fees paid by the Issuer under this supplemental agency agreement in that 12 month period.”

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: "Brooke Hales"
Name: Brooke Hales
Title: Authorized Signatory

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

Per: "Brooke Hales"
Name: Brooke Hales
Title: Authorized Signatory

"Ann Bowering"

SIGNED by ANN BOWERING

as attorney for **COMPUTERSHARE
INVESTOR SERVICES PTY LIMITED** under
power of attorney dated 14 January 2020 in
the presence of:

Signature of Attorney

"Tia Eather"

Signature of witness

Tia Eather

Name of witness (print)