

SUPPLEMENTAL AGENCY AGREEMENT

October 17, 2014

(supplemental to the Agency Agreement

dated June 25, 2014)

THE TORONTO-DOMINION BANK

Global Legislative Covered Bond Programme

Issue of Australian Dollar Denominated Covered Bonds

under the USD15,000,000,000

Global Legislative Covered Bond Programme

THIS SUPPLEMENTAL AGENCY AGREEMENT is made on October 17, 2014

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 below) (the “**Australian Agent**”).

WHEREAS:

- A. The Issuer has established a Programme pursuant to which the Issuer may from time to time issue Covered Bonds pursuant to the Trust Deed and Covered Bonds up to a maximum nominal amount (calculated in accordance with Section 2 of the Dealership Agreement) from time to time outstanding of 15 billion U.S. Dollars (subject to increase as provided in the Dealership Agreement) may be issued pursuant to the Programme.
- B. The Issuer proposes to issue Australian dollar denominated Covered Bonds (the “**Australian Covered Bonds**”) to be constituted by a deed poll made on or about the date of this supplemental agreement and cleared through the clearing and settlement system (“**Austraclear System**”) operated by Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”).
- C. The Australian Covered Bonds will be issued under the Programme.
- D. The Issuer, and the other parties named therein entered into an agency agreement (the “**Agency Agreement**”) dated June 25, 2014 in respect of the Programme.
- E. Pursuant to Section 16.05 of the Agency Agreement, the Issuer may appoint additional agents in relation to any particular Series of Covered Bonds issued under the Programme.
- F. The Issuer wishes to appoint the Australian Agent as the Australian registrar and issuing and paying agent in respect of the Australian Covered Bonds and the Australian Agent wishes to accept that appointment. The Issuer and the Australian Agent have agreed that the Australian Agent will provide the registry services and issuing and paying agency services on the terms and conditions of this supplemental agreement.

NOW IT IS HEREBY AGREED as follows:

1. Appointment

In accordance with Section 16.05 of the Agency Agreement, the Issuer and the Guarantor hereby appoints the Australian Agent, and the Australian Agent hereby agrees, to act as

issuing and paying agent and registrar in Australia in relation to the Australian Covered Bonds and to carry out certain other functions in accordance with those standard market practices established for clearing and settlement of securities in the Austraclear System in respect of the Australian Covered Bonds and, unless otherwise specified herein, such agent shall have the same rights and obligations among the parties to the Agency Agreement as would be the case had each of the parties thereto and the Australian Agent entered into an agreement *mutatis mutandis* of the Agency Agreement.

2. Capitalized Terms

Capitalized terms used and not defined herein have the same meaning given to such terms in, or incorporated into, the Agency Agreement.

3. Specific Provisions

For the purposes of the issue of the Australian Covered Bonds only, the following provisions shall apply.

(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**” shall include the Australian Agent, in its capacity as registrar in respect of the Australian Covered Bonds.
- (iii) All references to “**Conditions**” are to the terms and conditions of the Australian Covered Bonds.
- (iv) All references to “**Business Day**” are to Business Day as defined in the 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.

(b) Issuing Duties

- (i) Notwithstanding the provisions of Section 3 of the Agency Agreement, the Australian Agent will upon receipt from the Issuer of instructions that Australian Covered Bonds are to be issued in a specified principal amount or amounts and to a specified person or persons:
 - (A) immediately (or as otherwise instructed by the Issuer) establish the Register (in the case of the initial issue of Australian Covered Bonds in a Series) and enter the specified person or persons in the

Register (which, in the case of Australian Covered Bonds to be cleared through the Austraclear System, shall be Austraclear) as the holders of Australian Covered Bonds in the specified principal amount or amounts; and

- (B) in the case of Australian Covered Bonds to be cleared through the Austraclear System, notify Austraclear of the details of the proposed issue no later than the time that Austraclear requires those details and lodge the details of the proposed issue in the Austraclear System as soon as practicable thereafter,

so as to facilitate the proposed issue in accordance with the Issuer's instructions.

(c) Paying Duties

- (i) Notwithstanding the provisions of Section 6 of the Agency Agreement, but subject to the provisions of this supplemental agreement, the Australian Agent will pay all amounts due in respect of the Australian Covered Bonds on the due dates for such payments in accordance with the Conditions.
- (ii) The Australian Agent's obligations under clause 3(c)(i) with respect to any payment due on the Australian Covered Bonds on any date are subject to the Issuer or the Guarantor paying or causing to be paid to the Australian Agent an amount sufficient (together with any funds then held by the Australian Agent) to pay the full amount due not later than 2.00 pm (local time in Sydney) one Business Day prior to the due date for payment of that amount. For greater certainty, the Australian Agent has no liability to the Issuer or a holder of Australian Covered Bonds for the non-payment or delayed payment of any amount payable to a holder of Australian Covered Bonds to the extent that the Issuer has not complied with this clause 3(c)(ii), including liability for any claim made by a holder of Australian Covered Bonds for the amount of any interest it has failed to earn as a result of the non-payment or delayed payment.
- (iii) If the Issuer or the Guarantor does not satisfy the conditions specified in clause 3(c)(ii) in respect of any payment but nonetheless pays the required amount to the Paying Agent, the Paying Agent must pay or arrange to be paid the amounts due on the Australian Covered Bonds in accordance with clause 3(c)(i) on the due date or (if later) as soon as reasonably practicable after it confirms receipt of the required amount.
- (iv) The Australian Agent is under no obligation to make or arrange to be made payments on the Australian Covered Bonds except as provided by this clause 3(c).

- (v) The Australian Agent will notify by facsimile each of the Bond Trustee and the Issuer if it has not received or the Issuer notifies it that it will not receive the full amount payable on the Australian Covered Bonds on any date by the due date for payment of that amount.
 - (vi) The Australian Agent must hold all moneys paid to it under this supplemental agreement in its trust account for the benefit of (or on such other terms as may be specified by) the Issuer (in the case of money paid by the Issuer) or the Guarantor (in the case of money paid by the Guarantor) pending application towards payment of the relevant amount due on the Australian Covered Bond. If so directed by the Issuer or the Guarantor (as the case may be) prior to such application, the Australian Agent must repay the relevant amount to the Issue or Guarantor (as the case may be).
- (d) Registrar Duties
- (i) Notwithstanding the provisions of Section 11 of the Agency Agreement, the Australian Agent will establish a Register for, and enter therein the issue details of, each Series of Australian Covered Bonds and maintain such Register in accordance with the Terms and Conditions of the Australian Covered Bonds in Melbourne (or in such other place as the Issuer and the Australian Agent may agree but not in South Australia) so as to show at all times in respect of those Australian Covered Bonds:
 - (A) a copy of the applicable Final Terms;
 - (B) the principal amount of the Australian Covered Bonds;
 - (C) the dates of issue of the Australian Covered Bonds and all subsequent transfers and changes of ownership;
 - (D) the names and addresses of the holders of the Australian Covered Bonds;
 - (E) the date on which the Australian Covered Bonds are redeemed, purchased or cancelled; and
 - (F) such other details as may be required under the Conditions, the Deed Poll or the Trust Deed or as are reasonably requested by the Issuer.
 - (ii) Subject to the Conditions, this supplemental agreement and the Austraclear Regulations, the Registrar must upon receipt of any valid application for any transfer of Australian Covered Bonds made in accordance with the Conditions and the Austraclear Regulations record the transfer in the Register. All transfers must be made subject to, and the Australian Agent must comply with, the regulations set out in schedule 1 or such other regulations as the Issuer may from time to time with the approval of the Registrar make concerning the carrying out of transfers of

Australian Covered Bonds and the forms and evidence to be provided in connection with any transfer of Australian Covered Bonds.

- (iii) The Australian Agent must at all reasonable times during office hours make the Register available to the Issuer, the Trustee, the other Agents or any person authorised by any of them for inspection, copying or taking extracts.
- (e) General duties
 - (i) The Australian Agent must perform the duties required of it by the Conditions, the Agency Agreement and this supplemental agreement and do such other things as may be necessary to give effect to the duties required of it in the Conditions, the Agency Agreement, the Trust Deed, the Deed Poll and this supplemental agreement.
 - (ii) The Australian Agent must (except as ordered by a court of competent jurisdiction or as required by law or otherwise instructed by the Issuer, with the approval of the Bond Trustee) treat the registered holder of any Australian Covered Bond as the absolute owner of the Australian Covered Bond for all purposes (whether or not overdue and notwithstanding any notice of ownership or writing on the relevant Australian Covered Bond or any notice of previous loss or theft or of trust or other interest in the relevant Australian Covered Bond).
 - (iii) The Australian Agent shall make available to holders for issue or inspection at all reasonable times during office hours sufficient copies of all documents required by the Conditions or as stated in any offering or information memorandum, prospectus or Final Terms to be available from the Australian Agent and, as required, forms of proxy, together with instructions as to how to complete, deal with and record the issue of such forms provided the Australian Agent receives all of the above documents from the Issuer.
 - (iv) If requested by the Issuer, the Australian Agent must at the expense of the Issuer arrange for publication of all notices (in a form approved by the Trustee and the Issuer) required or desired by the Issuer to be given to holders of the Australian Covered Bonds in accordance with the Conditions.

4. Calculation Agent

- (a) The Issuer appoints the Australian Agent as Calculation Agent in relation to each Series of Australian Covered Bonds in respect of which it is named as such in the applicable Final Terms for the purposes specified in this supplemental agreement and in the Conditions and all matters incidental thereto.

- (b) The Australian Agent accepts its appointment as Calculation Agent in relation to each Series of Australian Covered Bonds in respect of which it is named as such in the applicable Final Terms and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Conditions and the provisions of this supplemental agreement and, in connection therewith, shall take all such action as may be incidental thereto. The Australian Agent acknowledges and agrees that it shall be named in the applicable Final Terms as Calculation Agent in respect of each Series of Covered Bonds unless the Dealer (or one of the Dealers) through whom such Australian Covered Bonds are issued has agreed with the Issuer to act as Calculation Agent or the Issuer otherwise agrees to appoint another institution as Calculation Agent or a Calculation Agent is not required in respect of such Series.

5. Calculation Duties

- (a) Notwithstanding the provisions of Section 13 of the Agency Agreement, the Australian Agent shall in respect of each Series of Australian Covered Bonds in relation to which it is appointed as such:
 - (i) by no later than 3 calendar days before the relevant Payment Day, advise the Issuer of the amount due in respect of each Australian Covered Bond payable by the Issuer on that Payment Day;
 - (ii) as soon as practicable after the relevant time on such date as the relevant Terms and Conditions or the relevant Final Terms may require, obtain any quote to be obtained or make any determination or calculation to be made in respect of the Australian Covered Bonds;
 - (iii) notify the Issuer of each calculation made under sub-paragraph (a)(ii) as soon as practicable after its determination, and in any event not later than 12.00 noon Sydney time one Business Day after such calculation is made;
 - (iv) provide the Issuer with reasonable details of the manner of arriving at each calculation made under sub-paragraph (a)(ii) not later than 12.00 noon Sydney time one Business Day after such calculation is made; and
 - (v) unless otherwise specified in the relevant Final Terms:
 - A. round all percentages in such calculations to the nearest one hundred-thousandth of a percentage point (with halves being rounded up);
 - B. round all figures in such calculations to five significant figures (with halves being rounded up); and
 - C. round all amounts that fall due and payable in such calculations to the nearest cent (with halves being rounded up).

- (b) For each Series of Australian Covered Bonds, the Issuer must:
 - (i) specify in the Final Terms the rate to be quoted, from which Bloomberg or Reuters page it is to be sourced (if applicable), the relevant time (if applicable) and the number of calendar days prior to the commencement of any interest period that the determination is to be made (the “**Determination Date**”); and
 - (ii) provide to the Australian Agent such documents and other information as the Australian Agent reasonably requires in order for the Australian Agent to properly fulfil its duties as calculation agent under this supplemental agreement.
- (c) If the Australian Agent at any time has not been provided with the requisite information to make any determination or calculation or take any action that it is required to pursuant to this clause 5, it shall be released from its obligations to make such calculation. The Australian Agent must notify the Issuer as soon as practicable on any Determination Date if it lacks sufficient information to make a calculation.

6. Sub-Agents

The Australian Agent shall remain responsible pursuant to the provisions hereof for any sub-agents, sub-custodians and/or depositories which are Affiliates of the Australian Agent appointed by the Australian Agent in respect of its rights, duties and/or obligations hereunder. The Australian Agent may only upon receipt of the prior written consent of the Issuer appoint sub-agents, sub-custodians and/or depositories which are not Affiliates of the Australian Agent in respect of the Australian Agent’s rights, duties and/or obligations hereunder.

7. Issuer’s Obligations

- (a) The Issuer must:
 - (i) provide, in a timely manner, all information, data and documentation in its possession required by the Australian Agent to properly carry out the duties described in this supplemental agreement, including information on all events which concern or relate to the Australian Agent’s obligations under this supplemental agreement;
 - (ii) ensure that all information, data and documentation provided by it to the Australian Agent is accurate and complete; and
 - (iii) promptly provide any other information and assistance reasonably requested by the Australian Agent in connection with this supplemental agreement.

- (b) To the extent permitted by law, the Australian Agent excludes liability for any loss or damage suffered by the Issuer or a holder of Australian Covered Bonds as a direct or indirect result of any failure by the Issuer to comply with clause 7(a), or as a result of the Australian Agent acting in accordance with an instruction or request of the Issuer in circumstances where the Australian Agent is properly performing the duties in accordance with this supplemental agreement.

8. Service Fees

- (a) In consideration for the performance of the duties in accordance with this supplemental agreement, the Issuer must pay the service fees described in the Fee Schedule to the Australian Agent.
- (b) The Issuer acknowledges that the service fees set out in the Fee Schedule apply to the duties to be performed by the Australian Agent in respect of the Australian Covered Bonds to be issued by the Issuer on or about the date of this supplemental agreement, and that the duties to be performed by the Australian Agent in respect of any subsequent issue of Australian Covered Bonds by the Issuer will be performed at the Australian Agent's applicable service fees at that time, provided that the Australian Agent must give the Issuer prior notice of any proposed adjustment to the service fees under this clause.
- (c) Unless otherwise agreed between the parties, the Australian Agent will invoice the Issuer on an annual basis in advance, except that, at any time during a particular year, if the Australian Agent incurs disbursements in excess of A\$500, it may invoice the Issuer in respect of those disbursements. All invoices must be settled in full within 30 days after the date of the invoice.

9. Goods and Services Tax and Other Taxes

- (a) Unless otherwise specified, any reference to an amount payable or consideration to be provided for a supply to be made by the Australian Agent under or in connection with this supplemental agreement is a reference to that amount or consideration having been determined without provision for GST payable by the Australian Agent in respect of that supply ("**GST Exclusive Amount**").
- (b) If any supply made by a party to this supplemental agreement under or in connection with this supplemental agreement is a taxable supply, the GST Exclusive Amount for that supply must be increased by an amount equal to any GST which a party is or becomes liable to pay in respect of the supply so that that party retains, after deducting the GST, the GST Exclusive Amount.
- (c) Without limiting the operation of clause 9(b), the Issuer must pay and indemnifies the Australian Agent against any tax (other than income tax), duty or charge payable arising out of the provision of the duties relating to this supplemental agreement or otherwise relating to this supplemental agreement or any transaction contemplated by this supplemental agreement.

- (d) The Australian Agent must provide to the Issuer a tax invoice for each taxable supply it makes under or in connection with this supplemental agreement.

10. Exclusions and Limitations

- (a) This clause 10 does not exclude, restrict or modify the application of any statutory provision where to do so would contravene that statute or cause any part of this clause to be void.
- (b) Except as set out in this supplemental agreement, the Australian Agent makes no express warranties in respect of the provision of the duties set out in this supplemental agreement.
- (c) The Australian Agent excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause 10 to be void.
- (d) 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 agreement and the Agency Agreement (including liability for negligence and liability under the indemnity given by the Australian Agent in the Agency Agreement but excluding liability as a direct result of willful misconduct or fraud on the part of the Australian Agent and any direct liability arising from any payment made to the Issuer and the holders of Australian Covered Bonds by the Australian Agent) arising in relation to acts, omissions and events occurring in any particular 12 month period during the term of this supplemental agreement is limited in aggregate to A\$1,000,000 in that 12 month period.

11. Acknowledgment

The Issuer and the Guarantor acknowledge that the Issuer (and if the Issuer fails to do so, the Guarantor) will be responsible for any liabilities, losses, expenses, damages and costs (“**Liabilities**”) which the Issuer or the Australian Agent may incur in connection with any demand, claim, action or proceeding (“**Claim**”) made or brought by a third party against either or both of them with respect to a register of securities of the Issuer, including where that Claim relates to any transfer or purported transfer of securities or marketable securities which have been registered in an appropriate register of the Issuer following a fraudulent or unauthorised written request to register such a transfer, but excluding any Claim which relates to a breach of the terms of this supplemental agreement, negligence, wilful misconduct or fraud on the part of the Australian Agent.

12. Term

This supplemental agreement will become effective on the date of this supplemental agreement and will continue until it is terminated by either party giving the other party at least three months prior notice.

13. After Termination

On termination or expiry of this supplemental agreement, the Australian Agent must, at the Issuer's cost, provide to the Issuer:

- (a) such data, information and material relating to the duties performed by the Australian Agent under this supplemental agreement that the Issuer may reasonably request; and
- (b) such other assistance reasonably necessary to enable the Issuer or its agent or contractor to take over the functions performed by the Australian Agent under this supplemental agreement.

14. Intellectual Property Rights

- (a) Subject to clause 14(b), the Australian Agent or its Affiliates (as applicable) will retain ownership of all intellectual property rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs and documentation devised, designed or prepared by or on behalf of Australian Agent for the purpose of or in connection with its provision of the duties under this supplemental agreement.
- (b) The Issuer will retain copyright in all data, documentation and other materials provided by it to the Australian Agent or its Affiliates in connection with this supplemental agreement, and grants the Australian Agent and its agents a non-exclusive licence to use that material in the provision of the duties under this supplemental agreement.

15. General Provisions

- (a) None of the parties to this supplemental agreement shall be liable in respect of the acts or omissions of any of the other parties to this supplemental agreement.
- (b) Notwithstanding anything to the contrary under the Agency Agreement or this supplemental agreement, the Australian Agent is not required to risk or expend its own funds (including for legal fees, disbursements and any publication, advertising, communication, courier, postage and other out of pocket expenses) incurred in connection with its services or obligations hereunder.
- (c) Each of the parties hereto represents and warrants that:
 - (i) it has the power to enter into and has duly authorized the execution and delivery of this supplemental agreement; and
 - (ii) its obligations hereunder constitute its legal, valid and binding obligations.
- (d) Notwithstanding anything to the contrary in the Agency Agreement, the parties hereto waive any right to trial by jury in any proceeding arising out of or relating

to this supplemental agreement, whether now or existing or hereafter arising, and whether arising in contract, tort or otherwise. The parties agree that any of them may file a copy of this sub-paragraph (d) with any court as written evidence of the knowing, voluntary and bargained for agreement between the parties irrevocably to waive trial by jury, and that any proceeding whatsoever between them relating to this supplemental agreement shall be tried in a court of competent jurisdiction by a judge sitting without a jury.

- (e) No party is liable for any failure to perform or delay in performing its obligations under this supplemental agreement if that failure or delay is due to anything beyond that party's reasonable control. This sub-paragraph (e) does not apply to any obligation of the Issuer to pay money.
- (f) The Issuer warrants that the issue of the Australian Covered Bonds will be made in accordance with Australian law, but if it is subsequently found at any time that an issue of the Australian Covered Bonds was irregular, defective or in breach of the law, the Issuer will take all such steps as are in its power to remedy such irregularity, defect or breach. The Issuer further warrants it has the corporate authority (and any other relevant approvals and consents) to issue the Australian Covered Bonds and each, Australian Covered Bond when issued, constitutes a valid, binding and enforceable obligation of the Issuer.
- (g) The Australian Agent and the Issuer (or their respective successors) undertake that they, and any of their sub-contractors involved in the provision of the duties pursuant to this supplemental agreement, will observe the *Privacy Act 1988* (Cth) ("**Privacy Act**") or any approved privacy code that applies to any of the parties to this supplemental agreement) in respect of all information about a person that is 'personal information' as defined in the Privacy Act which is collected or held by any of the parties in connection with this supplemental agreement.
- (h) For the avoidance of doubt, the parties hereto hereby agree that the Australian Agent shall not be responsible or liable for any action that may be required to be taken under applicable law for the preparation or effectiveness of any financing statements or similar filings, or for the effectiveness of the validity, priority or perfection of any related liens or security interests to be maintained pursuant to the terms hereof or the Agency Agreement.
- (i) All notices and other communications given pursuant to this supplemental agreement shall be in writing and shall be delivered by hand or sent by facsimile, electronic messaging system or post (charges pre-paid) to the other party at the office address, facsimile number or email address (as appropriate) of that other party shown below or as advised from time to time by notice:

Computershare Investor Services Pty Limited
Level 4
60 Carrington Street
Sydney NSW 2000

Australia
Fax: +61 2 9473 2500
Attention: Company Secretary

Notices received: A notice shall be deemed to have been received by the party to whom the notice is addressed:

- (i) if delivered by hand, upon delivery;
- (ii) if sent by post, five Business Days after, but not including, the day of posting;
- (iii) if sent by facsimile, on completion of transmission to the relevant facsimile number provided that if such transmission is made or completed at a time outside the ordinary business hours of the addressee, at the opening of business on the next Business Day; or
- (iv) if sent by email, the earlier of:
 - A. the time the sender receives an automated message confirming delivery; or
 - B. four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

Notices by email must state the first and last name of the sender, who must be, in the case of the Issuer a duly authorised officer of the Issuer and in the case of the Australian Agent, a duly authorised officer of the Australian Agent.

Notices by email are deemed to be made in writing and signed by the named sender.

- (j) For the avoidance of doubt, this supplemental agreement relates only to the Australian Covered Bonds.
- (k) This supplemental agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- (l) This supplemental agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada and each party submits to the non-exclusive jurisdiction of the courts of that place.

16. Limitation of the Guarantor's liability

The Guarantor is a limited partnership formed under the *Limited Partnerships Act* (Ontario), a limited partner of which is, except as expressly required by law, only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed.

IN WITNESS WHEREOF this supplemental agreement has been entered into the day and year first before written.

THE TORONTO-DOMINION BANK

By: 

SIGNED by)
)
as attorney for)
COMPUTERSHARE INVESTOR)
SERVICES PTY LIMITED under)
power of attorney in the presence of:)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))

.....
Signature of Attorney

- cc:
- TD Covered Bond (Legislative) Guarantor Limited Partnership
- Citibank, N.A., London Branch
- Citigroup Global Markets Deutschland AG
- Citibank, N.A.
- Computershare Trust Company of Canada

IN WITNESS WHEREOF this supplemental agreement has been entered into the day and year first before written.

THE TORONTO-DOMINION BANK

By:

SIGNED by *Simon Carson*)
)
as attorney for)
COMPUTERSHARE INVESTOR)
SERVICES PTY LIMITED under)
power of attorney in the presence of:)

Simon Carson 17/10/14
.....
Signature of Attorney

Teasdale)
.....)
Signature of witness)

DUSTIN TEASDALE)
.....)
Name of witness (block letters))

cc:

TD Covered Bond (Legislative) Guarantor Limited Partnership

Citibank, N.A., London Branch

Citigroup Global Markets Deutschland AG

Citibank, N.A.

Computershare Trust Company of Canada

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

By:

A handwritten signature in blue ink, appearing to read "Wayg", is written over the "By:" text.