

**FIFTH AMENDING AGREEMENT TO
THE SUPPLEMENTAL AGENCY AGREEMENT**

- (a) THIS AMENDING AGREEMENT TO THE SUPPLEMENTAL AGENCY AGREEMENT (this “Agreement”) is made as of the 26th day of June, 2023.

BETWEEN:

- (2) **The Toronto-Dominion Bank** (the “**Issuer**”);
- (3) **TD Covered Bond (Legislative) Guarantor Limited Partnership** (the “**Guarantor**”); and
- (4) **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, April 2, 2020, July 26, 2022 and March 14, 2023 (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 dated April 2, 2020, as amended by a first amending agreement on July 26, 2022, a second amending agreement on March 14, 2023 and a third amending agreement on the date hereof and as may be amended, supplemented or restated from time to time (the “**Supplemental Trust Deed**”), 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 Supplemental Trust Deed.
- (viii) “**Final Terms**” shall have the meaning attributed to it in the Supplemental Trust Deed.

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: (s) Colin Elion
Name: Colin Elion
Title: Authorized Signatory

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

Per: (s) Colin Elion
Name: Colin Elion
Title: Authorized Signatory

SIGNED by Marnie Reid as attorney for
COMPUTERSHARE INVESTOR
SERVICES PTY LIMITED under power of
attorney dated 15 July 2022 in the presence
of:

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)
)

Signature of Attorney

(s) Tia Eather

Signature of witness

Tia Eather

Name of witness (print)