

SECOND AMENDING AGREEMENT TO SERVICING AGREEMENT

THIS SECOND AMENDING AGREEMENT TO SERVICING AGREEMENT (this “**Agreement**”) is made as of the 30th day of June, 2023.

BY AND AMONG

- (1) **THE TORONTO-DOMINION BANK**, a bank named in Schedule I to the *Bank Act* (Canada), whose executive office is at 66 Wellington Street West, 21st Floor, TD Bank Tower, Toronto, Ontario, Canada M5K 1A2 as Account Bank (in its capacity as Seller, Servicer and Cash Manager);
- (2) **TD COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of Ontario whose registered office is at 66 Wellington Street West, 21st Floor, TD Bank Tower, Toronto, Ontario, Canada M5K 1A2 by its managing general partner **TD COVERED BOND (LEGISLATIVE) GP INC.**, as Guarantor; and
- (3) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company formed under the laws of Canada, whose registered office is at 100 University Avenue, 8th Floor, Toronto, Ontario, Canada M5J 2Y1, as Bond Trustee.

WHEREAS the parties entered into a servicing agreement dated June 25, 2014, as amended by a first amending agreement dated June 30, 2021 (the “**Servicing Agreement**”);

AND WHEREAS the parties hereto have agreed to amend the Servicing Agreement pursuant to the terms of this Agreement in accordance with Clause 25.1 of the Servicing Agreement, Section 3 of the Master Definitions and Construction Agreement, Clause 21.2 of the Trust Deed and Section 7.02 of the Security Agreement;

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 15.1(p) of the Servicing Agreement is deleted in its entirety and replaced with the following:

“it will, upon the request of the Guarantor or the Bond Trustee, within 30 days of the ratings of the Servicer by one or more Rating Agencies falling below the Servicer Replacement Threshold Ratings, use commercially reasonable efforts to enter into a new or a master servicing agreement with a third party under which such third party will undertake the servicing obligations in relation to the Covered Bond Portfolio, substantially in the form of this Agreement (or otherwise subject to satisfaction of the Rating Agency Condition), with such modifications as the Guarantor and the Bond Trustee may reasonably require including with respect to the payment of servicing fees,

provided the ratings of such replacement Servicer are at or above the Servicer Replacement Threshold Ratings; and”

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 Servicing 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 Servicing 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 Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

2.05 Interpretation

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Servicing Agreement (prior to its amendment hereby) and in the Third Amended and Restated Master Definitions and Construction Agreement dated June 30, 2023, 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 Europe AG and Citibank, N.A., as the context requires.

[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: “Colin Elion”
Name: Colin Elion
Title: Associate Vice President,
Funding, Treasury and
Balance Sheet Management

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

Per: “Colin Elion”
Name: Colin Elion
Title: Vice President

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

Per: “Ashley Hayward”
Name: Ashley Hayward
Title: Corporate Trust Officer

Per: “Ann Samuel”
Name: Ann Samuel
Title: Associate Trust Officer