

**FIRST AMENDING AGREEMENT TO AMENDED AND RESTATED
INTERCOMPANY LOAN AGREEMENT**

THIS FIRST AMENDING AGREEMENT TO AMENDED AND RESTATED INTERCOMPANY LOAN AGREEMENT (this “**Agreement**”) is dated as of this 28th day of June, 2024.

BETWEEN:

TD Covered Bond (Legislative) Guarantor Limited Partnership, a limited partnership existing under the law of the Province of Ontario, whose registered office is at 66 Wellington Street West, 15th Floor, TD Bank Tower, Toronto, Ontario, Canada M5K 1A2, acting by its managing general partner **TD Covered Bond (Legislative) GP Inc.** (referred to herein as the “**Guarantor**”); and

The Toronto-Dominion Bank, a bank named in Schedule I to the *Bank Act* (Canada), whose executive office is at 66 Wellington Street West, TD Bank Tower, Toronto, Ontario, Canada M5K 1A2, as the Issuer (referred to herein as the “**Issuer**”) and as the Cash Manager (hereinafter referred to as the “**Cash Manager**”).

WHEREAS the parties entered into an amended and restated intercompany loan agreement made as of June 30, 2023 (the “**Intercompany Loan Agreement**”);

AND WHEREAS the parties hereto have agreed to amend the Intercompany Loan Agreement pursuant to the terms of this Agreement and in accordance with Section 12.7 of the Intercompany Loan Agreement 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 – AMENDMENT

1.01 Amendment

(1) Recital (b) of the Intercompany Loan Agreement shall be amended by deleting the words “Cdn \$100 billion” and replacing them with the words “Cdn \$125 billion”.

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 Intercompany Loan 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 Intercompany Loan 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 Intercompany Loan Agreement (prior to its amendment hereby) and in the Third Amended and Restated Master Definitions and Construction Agreement dated June 30, 2023, as amended by a first amending agreement dated on or about the date hereof, as further 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, Citibank Europe Plc and Citibank, N.A., as the context requires.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the day and year appearing on Page 1.

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

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

THE TORONTO-DOMINION BANK

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