

## SECOND AMENDING AGREEMENT TO MORTGAGE SALE AGREEMENT

**THIS SECOND AMENDING AGREEMENT TO MORTGAGE SALE AGREEMENT** (this “**Agreement**”) is made as of the 30<sup>th</sup> 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, 21<sup>st</sup> 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, 21<sup>st</sup> Floor, TD Bank Tower, Toronto, Ontario, Canada M5K 1A2 by its managing general partner **TD COVERED BOND (LEGISLATIVE) GP INC.**, as Purchaser; and
- (3) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company formed under the laws of Canada, whose registered office is at 100 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, Canada M5J 2Y1, as Custodian and Bond Trustee.

**WHEREAS** the parties entered into a Mortgage Sale Agreement dated June 25, 2014, as amended by a first amending agreement dated September 7, 2017 (the “**Mortgage Sale Agreement**”);

**AND WHEREAS** the parties hereto have agreed to amend the Mortgage Sale Agreement pursuant to the terms of this Agreement in accordance with Section 9.2 of the Mortgage Sale 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) The Mortgage Sale Agreement shall be amended by deleting subparagraph (a)(vi) of Section 7.1 in its entirety and replacing it with the following:

“(vi) the date on which the Seller ceases to be assigned a long term, unsecured, unsubordinated, unguaranteed debt obligation rating by Moody’s of at least Baa1, by DBRS of at least BBB (low) or by Fitch of at least BBB-.”

(2) The Mortgage Sale Agreement shall be amended by deleting paragraph (g) of Section 5.1 in its entirety and replacing it with the following:

“(g) Deliverables to the Custodian. Upon the occurrence of an event described in Section 7.1(a) of this Agreement, the Seller, or the Servicer or the Cash Manager on behalf of the Seller, shall deliver to the Custodian (i) for safekeeping, updated (A) Eligible Loan Details, and (B) Substitute Asset Details in respect of all Loans and their Related Security and Substitute Assets held by the Purchaser, respectively, and (ii) to the extent not previously delivered to the Custodian, each of the powers of attorney required by Section 7.5, together with documentary evidence of chain of title to the Loans and their Related Security and Substitute Assets held by the Purchaser and duly executed copies of any other registrable forms of assignment that may be required by the Purchaser in order to perfect the sale, assignment and transfer of the Portfolio Assets from the Seller to the Purchaser, including for greater certainty, any additional documents that may be required for such purposes pursuant to the CMHC Guide or otherwise.”

## **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 Mortgage Sale 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 Mortgage Sale 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 Mortgage Sale 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