

THIRD AMENDING AGREEMENT TO MORTGAGE SALE AGREEMENT

THIS THIRD AMENDING AGREEMENT TO MORTGAGE SALE AGREEMENT (this “**Agreement**”) is made as of the 28th day of June, 2024.

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 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, 8th 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 and a second amending agreement dated June 30, 2023 (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 (j) of Section 5.1 in its entirety and replacing it with the following:

- “(j) Lines of Credit. The Seller shall not sell any Line of Credit to the Guarantor under this Agreement until such time as (i) CMHC has advised the Seller, the Guarantor, the Bond Trustee and the Custodian in writing that CMHC has verified that the sale by the Seller to the Guarantor of Line of Credit Loans, as applicable, under this Agreement is in compliance with the CMHC Guide, and (ii) all amendments to this Agreement and any other Transaction Documents required in order to comply with the provisions of

the CMHC Guide in connection with such sale have been effected and approved in writing by CMHC.”

(2) The Mortgage Sale Agreement shall be amended by deleting the definition of “Loan” in Section 2 of Schedule 2.2(g)(2) in its entirety and replacing it with the following:

“**Loan**” means any residential mortgage loan (or, subject to receipt by the Seller, the Guarantor, the Bond Trustee and the Custodian of CMHC’s written confirmation of verification of compliance with the CMHC Guide, and satisfaction of the other conditions provided for in Section 5.1(j) of the Mortgage Sale Agreement, residential real estate secured line of credit or Line of Credit Loans), referenced by its loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other moneys (including all Additional Loan Advances) due or owing with respect to that loan under the relevant Mortgage Conditions by a Borrower on the security of a Mortgage from time to time outstanding, or, as the context may require, the Borrower’s obligations in respect of the same;

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 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 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: “Nini Aroyewun”

Name: Nini Aroyewun
Title: Corporate Trust Officer

Per: “Ann Samuel”

Name: Ann Samuel
Title: Associate Trust Officer