

Covered Bond Swap Confirmation

October 5, 2022

To: EQB Covered Bond (Legislative) Guarantor Limited Partnership,
acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc.
66 Wellington Street West, Suite 5300
TD Bank Tower
Toronto, Ontario
Canada M5K 1E6

Attn: Alex Prokoudine

Fax: [REDACTED]

Email: [REDACTED]

From: The Toronto-Dominion Bank

Re: **Covered Bond Transaction (re EUR 250,000,000 3.250 per cent. Covered Bonds due October 6, 2025 Series CBL3 (ISIN: XS2540993172; Common Code: 254099317) under the CAD 2,000,000,000 Global Legislative Covered Bond Programme unconditionally and irrevocably guaranteed as to payments by EQB Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc.**

And Re: **Trade Reference – Series CBL3**

Dear Sir or Madam,

The purpose of this letter is to confirm the terms and conditions of the transaction entered into between The Toronto-Dominion Bank (“**Party A**”) and EQB Covered Bond (Legislative) Guarantor Limited Partnership, acting by its managing general partner, EQB Covered Bond (Legislative) GP Inc. (“**Party B**”) on the Trade Date specified below (the “**Transaction**”). This document constitutes a “**Confirmation**” as referred to in the Agreement as specified below.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of September 26, 2022 (identified on page 1 thereof as the “Covered Bond 2002 Master Agreement”), as amended, varied, restated and supplemented from time to time, between you and us (the “**Agreement**”). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**Definitions**”) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Master Definitions and Construction Agreement dated July 27, 2021, as amended by a first amending agreement dated September 19, 2022, by and among, *inter alios*, Party B and certain other parties (as further amended or supplemented from time to time, collectively the “**Master Definitions and Construction Agreement**”); and (iii) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For

the purposes of the Definitions, references herein to a “Transaction” shall be deemed to be references to a “Swap Transaction”.

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	September 27, 2022.
Effective Date:	October 5, 2022.
Termination Date:	The Final Maturity Date for (or, if earlier, the date of redemption in whole, but not in part, of) the final Tranche of Series CBL3 or, if Party B notifies Party A prior to such Final Maturity Date of its inability to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount for such final Tranche of Series CBL3, the final date on which an amount representing the Final Redemption Amount for such final Tranche of Series CBL3 is paid (but in any event, not later than the Extended Due for Payment Date for such final Tranche of Series CBL3, if any) (the “ Scheduled Termination Date ”).
Covered Bond Swap Rate:	1 EUR = 1.3198 CAD.
Business Days:	Toronto, TARGET2, London
Calculation Period:	In respect of Floating Amounts, each Guarantor Calculation Period and in respect of Party A Amounts, each Swap Provider Calculation Period.
Guarantor Calculation Period:	Each period from but excluding the last Canadian Business Day of each month to, and including, the last Canadian Business Day of the next succeeding month, provided that (a) the first Guarantor Calculation Period begins on, and includes, the Effective Date, and (b) the final Guarantor Calculation Period shall end on, but exclude, the Termination Date.

Floating Amounts

Floating Rate Payer:	Party B.
Party B Payment Date:	Each Guarantor Payment Date, commencing the first such date following the first Calculation Date which occurs after the Effective Date.
Party B Payment Amount:	On each Party B Payment Date, Party B will pay in Canadian Dollars to Party A the product of: <ul style="list-style-type: none"> (a) the Party B Notional Amount for the Guarantor Calculation Period ending

immediately preceding such Guarantor Payment Date;

- (b) Party B Day Count Fraction; and
- (c) the Party B Floating Rate.

Party B Notional Amount:	For each Guarantor Calculation Period, the product of (x) the Party A Currency Amount on the first day of such Guarantor Calculation Period and (y) the Covered Bond Swap Rate.
Party B Day Count Fraction:	Act/365 (Fixed)
Party B Business Day Convention:	Following.
Party B Floating Rate:	Party B Floating Rate Option <i>plus</i> Party B Base Spread.
Party B Floating Rate Option:	CAD BA CDOR.
Party B Designated Maturity:	1 month.
Party B Reset Dates:	The first day of each Guarantor Calculation Period.
Party B Base Spread:	■ per cent. per annum.
Party A Amounts	
Party A Amount Payer:	Party A.
Party A Currency Amount:	In respect of each Swap Provider Calculation Period, an amount in EUR equal to the Party A Notional Amount <i>minus</i> the aggregate of each Party A Interim Exchange Amount and each Party A Final Exchange Amount paid on or prior to the first day of such Swap Provider Calculation Period.
Swap Provider Calculation Period:	Each period from and including a CBL3 Interest Payment Date up to, but excluding, the next following applicable CBL3 Interest Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date.
Swap Provider Payment Dates:	The day that is one Business Day prior to each CBL3 Interest Payment Date.
CBL3 Interest Payment Dates:	On or prior to the Final Maturity Date, the 6 th day of October of each year, commencing October 6, 2023,

up to and including the Final Maturity Date for Series CBL3, and thereafter, the 6th day of each month up to and including the Scheduled Termination Date (which, for greater certainty, may be a date other than the 6th of the month).

Party A Notional Amount:

EUR 250,000,000

Party A Payment Amount:

On each Swap Provider Payment Date on or prior to the Final Maturity Date for Series CBL3, Party A will pay to Party B the product of:

- (a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, the CBL3 Interest Payment Date following such Swap Provider Payment Date;
- (b) the Party A Fixed Rate Day Count Fraction for the Swap Provider Calculation Period ending on the CBL3 Interest Payment Date following such Swap Provider Payment Date; and
- (c) the Party A Fixed Rate.

On each Swap Provider Payment Date after the Final Maturity Date for Series CBL3, Party A will pay to Party B the product of:

- (a) the Party A Currency Amount for the Swap Provider Calculation Period ending on, but excluding, the CBL3 Interest Payment Date following such Swap Provider Payment Date;
- (b) the Party A Floating Rate Day Count Fraction for the Swap Provider Calculation Period ending on the CBL3 Interest Payment Date following such Swap Provider Payment Date; and
- (c) the Party A Floating Rate.

Party A Fixed Rate:

3.250% per annum.

Party A Fixed Rate Day Count Fraction:

Actual/Actual (ICMA)

Party A Floating Rate:

The greater of (a) Party A Floating Rate Option plus Party A Spread and (b) zero.

Party A Floating Rate Option:	EUR-EURIBOR-Reuters
Designated Maturity:	1 month
Party A Spread:	Plus 0.490% per annum
Party A Reset Dates:	The first day of each applicable Swap Provider Calculation Period.
Party A Floating Rate Day Count Fraction	Actual/360
Party A Business Day Convention:	On or prior to the Final Maturity Date, Following, provided that no adjustment will be made to the end date in respect of a Swap Provider Calculation Period even if such end date occurs on a day that is not a Business Day, and after the Final Maturity Date, Modified Following.

Initial Exchange

Initial Exchange Date:	The Effective Date.
Party A Initial Exchange Amount:	CAD 329,950,000.00, which is the Party A Notional Amount converted into Canadian dollars at the Covered Bond Swap Rate, provided that, for purposes of the Master Definitions and Construction Agreement, the term "Party A Initial Exchange Amount" shall be CAD 328,250,757.50, which is the CAD amount payable by Party A on the Initial Exchange Date after netting the Party B Initial Exchange Amount payable in CAD to Party A by Party B on the Initial Exchange Date.
Party B Initial Exchange Amount:	EUR 248,712,500.00 plus CAD 1,699,242.50, provided that, for purposes of the Master Definitions and Construction Agreement, the term "Party B Initial Exchange Amount" shall be EUR 248,712,500.00, which is the amount owing by Party B to Party A on the Initial Exchange Date after netting the Party A Initial Exchange Amount payable in CAD to Party B by Party A on the Initial Exchange Date.

Interim Exchanges

Interim Exchange Date:	If (a) an Extended Due for Payment Date is specified as applicable in the Final Terms for Series CBL3, and (b) Party B has notified Party A that the payment of any or all of the Final Redemption Amount for such Series shall be deferred until the Extended Due for Payment Date pursuant to Condition 6.01, as modified by the Final Terms for such Series, then the
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day that is one Business Day prior to each Interest Payment Date for such Series falling after the Final Maturity Date up to (and including) the relevant Extended Due for Payment Date for which Party B has provided at least three Business Days' prior notice of the related Party B Interim Exchange Amount.

Party A Interim Exchange Amount:

With respect to an Interim Exchange Date, the amount in EUR notified by Party B to Party A as being the portion of the Final Redemption Amount for Series CBL3 that Party B shall pay pursuant to Condition 6.01, as modified by the Final Terms for Series CBL3.

Party B Interim Exchange Amount:

With respect to an Interim Exchange Date, the Party A Interim Exchange Amount for such Interim Exchange Date converted into Canadian Dollars at the Covered Bond Swap Rate.

Final Exchanges

Final Exchange Date:

Subject to the "Payment Date Adjustment" provision set out under the "Other Provisions" below, the day that is one Business Day prior to the Final Maturity Date, unless Party B is required to pay an Early Redemption Amount for Series CBL3 pursuant to Condition 7.02, in which case the Final Exchange Date is the day that is one Business Day prior to each day designated pursuant to Condition 7.02 as the date such Early Redemption Amount, or portion thereof as applicable, is due, as modified by the Final Terms for Series CBL3, and provides at least three Business Days' prior notice thereof to Party A.

Party A Final Exchange Amount:

The Party A Notional Amount, unless Party B is required to pay an Early Redemption Amount for Series CBL3 pursuant to Condition 7.02, in which case, it will be the amount in EUR notified by Party B to Party A as being an amount that will be payable in respect of the Early Redemption Amount for Series CBL3 on such Final Exchange Date, plus accrued but unpaid interest in respect of the amount being paid on such Final Exchange Date, and any other amount due under Series CBL3 (other than additional amounts payable under Condition 8 as modified by the Final Terms for Series CBL3) that Party B shall pay pursuant to Condition 7.02, as modified by the Final Terms for Series CBL3.

Party B Final Exchange Amount: The Party A Final Exchange Amount converted into Canadian Dollars at the Covered Bond Swap Rate.

Additional Final Exchange Date Payment: If Party B is required to pay an Early Redemption Amount for Series CBL3 pursuant to Condition 7.02, with respect to each Final Exchange Date, in addition to the Party A Final Exchange Amount and Party B Final Exchange Amount owing by Party A and Party B respectively, a Breakage Amount will be calculated by the Calculation Agent, and if the Breakage Amount is positive, Party B shall pay such Breakage Amount to Party A, and if the Breakage Amount is negative, Party A shall pay the absolute value of such Breakage Amount to Party B, in each case, on the Final Exchange Date

Other Provisions

Breakage Amount: If Party B is required to pay an Early Redemption Amount for Series CBL3 pursuant to Condition 7.02, with respect to each Final Exchange Date, the Calculation Agent shall calculate an amount owing by Party A or Party B, as applicable, pursuant to Section 6(e)(ii)(1) of the Agreement assuming:

- (i) Party B is the sole Affected Party,
- (ii) the Terminated Transaction is this Transaction but only in respect of a notional amount equal to the Party B Final Exchange Amount,
- (iii) the Early Termination Date is the day that is three Business Days prior to the Final Exchange Date, as applicable; and
- (iv) if applicable, any amount required to be converted into the Termination Currency shall be converted at the Covered Bond Swap Rate.

Payment Date Adjustment: Notwithstanding the Final Exchange Date provision above, if prior to a Covered Bond Guarantee Activation Event having occurred, Party B has provided an Issue Advance Non-Payment Notice (as defined below) to Party A one Business Day prior to the applicable Final Exchange Date, the applicable Party A Final Exchange Amount due on such Final Exchange Date shall not be made by Party A until the day, if applicable, prior to the occurrence of a Covered Bond Guarantee Activation Event that Party

B has confirmed to Party A that the Issuer has paid the outstanding Issue Advance.

Issue Advance Non-Payment Notice:

Means a notice of Party B addressed to Party A and delivered prior to the occurrence of a Covered Bond Guarantee Activation Event and which states that Party B is unable to make a payment in full in respect of any Party B Final Exchange Amount on the applicable Final Exchange Date solely as a result of the Issuer not satisfying its Issue Advance obligations to the Guarantor under the Intercompany Loan Agreement.

Calculation Agent:

Party A.

Account Details:

Account for payments to Party A in EUR or CAD:

Such account as directed by Party A.

Account for payments to Party B in EUR or CAD:

Such account as directed by Party B.

Contact Details for Notices:

Party A

As set out in Part 4 of the Agreement.

Party B:

As set out in Part 4 of the Agreement.

[Remainder of page intentionally left blank]

Confirmation

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

THE TORONTO-DOMINION BANK

By: "Girish Hariharan"
Name: Girish Hariharan
Title: Team Lead

Confirmed as of the date first written above:

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

By: "Alex Prokoudine"
Name: Alex Prokoudine
Title: Authorized signatory

By: "Michael Mignardi"
Name: Michael Mignardi
Title: Authorized signatory