

## IMPORTANT NOTICE

**NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR TO ANY PERSON OR ADDRESS IN THE U.S. EXCEPT TO "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED BELOW.**

**IMPORTANT: You must read the following before continuing.** The following applies to the Preliminary Offering Memorandum attached to this electronic transmission, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Preliminary Offering Memorandum. In accessing the Preliminary Offering Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING PRELIMINARY OFFERING MEMORANDUM MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are reminded that the Preliminary Offering Memorandum has been delivered to you on the basis that you are a person into whose possession the Preliminary Offering Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver the Preliminary Offering Memorandum to any other person. The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the initial purchasers or any affiliate of the initial purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the initial purchasers or such affiliate on behalf of the issuing entity in such jurisdiction.

By accessing the Preliminary Offering Memorandum, you shall be deemed to have confirmed and represented to us that (a) you have understood and agree to the terms set out herein, (b) you consent to delivery of the Preliminary Offering Memorandum by electronic transmission, (c) you are either (i) not a U.S. person (within the meaning of Regulation S under the Securities Act) or acting for the account or benefit of a U.S. person and the electronic mail address that you have given to us and to which this e-mail has been delivered is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia or (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act and (d) if you are a person in the United Kingdom, then you are a person who (i) is an investment professional within the meaning of Article 19 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the **FPO**) or (ii) is a high net worth entity falling within Article 49(2)(a) to (d) of the FPO (all such persons together being referred to as **relevant persons**). In the United Kingdom, this Preliminary Offering Memorandum must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Preliminary Offering Memorandum relates is available only to relevant persons and will be engaged in only with relevant persons.

This Preliminary Offering Memorandum has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of Evergreen Credit Card Trust™, The Toronto-Dominion

Bank, or any initial purchaser or any person who controls any such person or any director, officer, employee nor agent of any such person (or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the Preliminary Offering Memorandum distributed to you in electronic format and the hard copy version available to you on request from TD Securities (USA) LLC at 31 West 52nd Street, New York, New York 10019.

**Evergreen Credit Card Trust™**  
**Issuing Entity**  
**Evergreen Funding Limited Partnership**  
**Depositor and Transferor**  
**The Toronto-Dominion Bank**  
**Seller, Servicer, Account Owner, Administrator and Swap Counterparty**  
**Series 2016-3**  
**U.S.\$500,000,000 Class A Asset Backed Notes**

The issuing entity will issue and sell:

	<u><b>Class A Notes</b></u>
Stated principal amount	U.S.\$500,000,000
Note interest rate	One-Month LIBOR plus 0.50% per annum
Interest payment dates	15th day of each calendar month, beginning December 15, 2016
Expected final payment date	November 15, 2018
Legal maturity date	November 16, 2020
Issue price	U.S.\$500,000,000 (100.000000%)
Expected ratings (S&P/Fitch)	AAA (sf) / AAAsf

The issuing entity is also issuing its Class B Series 2016-3 Asset Backed Notes (**Class B notes**) in the amount of CDN\$28,706,000 and Class C Series 2016-3 Asset Backed Notes (**Class C notes**) in the amount of CDN\$17,942,000. The Class B notes and the Class C notes are not offered by this offering memorandum and are expected to be initially purchased by The Toronto-Dominion Bank (**TD**). If so purchased, TD may in the future at its sole discretion sell the Class B notes and the Class C notes in a separate offering without notification to any noteholders.

The subordination of the Class C notes provides credit enhancement for the Class A notes and the Class B notes. The subordination of the Class B notes provides credit enhancement for the Class A notes. The Class C reserve account provides credit enhancement for the Class C notes.

The primary assets of the issuing entity are receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. In the future, the assets of the issuing entity may include one or more collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates.

**You should consider the discussion under “Risk Factors” beginning on page 25 of this offering memorandum before you purchase any notes.**

The Series 2016-3 notes are obligations of the issuing entity only and are not obligations of TD or Evergreen Funding Limited Partnership or any other person. The Series 2016-3 notes are secured by only some of the assets of the issuing entity. You will have no recourse to any other assets of the issuing entity for the payment of interest on and principal of your notes.

The Series 2016-3 notes are not insured or guaranteed by the Federal Deposit Insurance Corporation, the Canada Deposit Insurance Corporation or any other governmental agency or instrumentality.

The notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, applicable U.S. State securities laws and in accordance with all applicable

securities laws of any other jurisdiction. The notes are being offered only (a) to qualified institutional buyers (**QIBs**) in reliance upon Rule 144A of the Securities Act (**Rule 144A**) or (b) in offshore transactions to non-U.S. persons in reliance upon Regulation S of the Securities Act (**Regulation S**). Each purchaser of notes issued in book-entry form will be deemed to have made, and each purchaser of notes issued in definitive, physical form will be required to make, the representations, acknowledgements and agreements described in “*Selling and Transfer Restrictions*” and is hereby notified that the offer and sale of notes to it may be made in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A. Reproduction or further distribution of this offering memorandum is forbidden. Prospective investors should be aware that they may be required to bear the economic risks of this investment for an indefinite period of time.

The issuing entity is not now, and immediately following the issuance of the Series 2016-3 notes pursuant to the trust indenture will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the “Volcker Rule.” In reaching this conclusion, although other statutory or regulatory exemptions under the Investment Company Act of 1940, as amended, and under the Volcker Rule and its related regulations may be available, the issuing entity has relied on the exemption from the definition of “investment company” under Section 3(c)(5) of the Investment Company Act of 1940, as amended. *See “Certain Volcker Rule Considerations”*

The Class A notes are expected to be delivered in book-entry form through the facilities of The Depository Trust Company. *See “The Notes—Book-Entry Notes.”*

**Neither the U.S. Securities and Exchange Commission (SEC) nor any state securities commission has approved these notes or determined that this offering memorandum is truthful, accurate or complete. Any representation to the contrary is a criminal offense.**

**Offering Memorandum dated November 17, 2016**

J.P. Morgan

***Joint Bookrunners***

TD Securities

Wells Fargo Securities

BofA Merrill Lynch

***Co-Managers***

Citigroup

RBC Capital Markets

## INFORMATION AS TO PLACEMENTS IN THE UNITED STATES

This offering memorandum is highly confidential and has been prepared by the issuing entity solely for use in connection with the sale of the Class A notes offered pursuant to this offering memorandum. This offering memorandum is personal to each offeree to whom it has been delivered by the issuing entity or the initial purchasers and does not constitute an offer to any other person to subscribe for or otherwise acquire the notes. Distribution of this offering memorandum to any persons other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorized and any disclosure of any of its contents, without the prior written consent of the issuing entity, is prohibited.

The notes are offered subject to prior sale or withdrawal, cancellation or modification of this offering without notice. The issuing entity and the initial purchasers also reserve the right to reject any offer to purchase the notes in whole or in part for any reason or no reason and to allot to any prospective purchaser less than the full amount of notes sought by such investor.

The notes have not been, and will not be, registered under the Securities Act or any state securities law. The notes are being offered only (a) to QIBs in reliance upon Rule 144A or (b) in offshore transactions to non-U.S. persons in reliance upon Regulation S. For a description of certain restrictions on transfer, see “*Selling and Transfer Restrictions*” in this offering memorandum.

The obligations of confidentiality described herein, as they relate to this offering memorandum, shall not apply to the federal tax structure or federal tax treatment of this transaction, and each party and offeree (and any employee, representative, or agent of any party or offeree) may disclose to any and all persons, without limitation of any kind, the federal tax structure and federal tax treatment of this transaction. The preceding sentence is intended to cause this transaction to be treated as not having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and is to be construed in a manner consistent with such purpose. In addition, each party and offeree acknowledges that it has no proprietary or exclusive rights to the federal tax structure of this transaction or any federal tax matter or federal tax idea related to this transaction.

You acknowledge that you have been afforded an opportunity to request from the issuing entity, and have received and reviewed, all additional information considered by you to be necessary to verify the accuracy of, or to supplement, the information contained in this offering memorandum. You also acknowledge that you have not relied on the initial purchasers or any person affiliated with the initial purchasers in connection with the investigation of the accuracy of such information or your investment decision. The contents of this offering memorandum are not to be construed as legal, business or tax advice. Each prospective purchaser should consult its own attorney, business adviser and tax adviser for legal, business and tax advice relating to an investment in the notes.

This offering memorandum summarizes documents and other information in a manner that does not purport to be complete, and these summaries are subject to, and qualified in their entirety by reference to, all of the provisions of such documents. In making an investment decision, you must rely on your own examination of these documents (copies of which are available from TD upon request), the issuing entity and the terms of the offering and the notes, including the merits and risks involved.

No representation or warranty is made by the initial purchasers, the issuing entity or any other person as to the legality under legal investment or similar laws of an investment in the notes or the classification or treatment of the notes under any risk-weighting, securities valuation, regulatory accounting or other financial institution regulatory regimes of the National Association of Insurance Commissioners, any state insurance commissioner, any federal or state banking authority, or any other regulatory body. You should obtain your own legal, accounting, tax and financial advice as to the desirability of an investment in the notes, and the consequences of such an investment.

The issuing entity expects to deliver the notes on or about November 25, 2016, as agreed upon by the issuing entity and the initial purchasers. Under Rule 15c6-1 under the U.S. Securities Exchange Act of 1934, as amended (the **Exchange Act**), trades in the secondary market generally are required to settle in three business days, unless the parties expressly agree otherwise. Accordingly, purchasers who wish to trade securities prior to the delivery date may be required, because the notes are expected to settle on or about November 25, 2016, to specify an alternate

settlement cycle at the time of trade to prevent a failed trade. Investors who wish to trade notes prior to the delivery date should consult their own advisers.

The distribution of this offering memorandum and the offering of notes in certain jurisdictions may be restricted by law. Persons into whose possession this offering memorandum comes are required to inform themselves about, and to observe, any such restrictions.

This offering memorandum does not constitute an offer to sell or the solicitation of an offer to buy the notes in any jurisdiction in which such offer or solicitation is unlawful.

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## AVAILABLE INFORMATION

To permit compliance with Rule 144A under the Securities Act in connection with the sale of the notes, pursuant to the trust indenture, the issuing entity, upon the request of a noteholder, will be required to furnish to that holder and any prospective investor designated by such holder the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the issuing entity is not a reporting company under Section 13 or Section 15(d) of the Exchange Act.

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## ENFORCEABILITY OF CIVIL LIABILITIES AGAINST FOREIGN PERSONS

The issuing entity is organized under the laws of the Province of Ontario, Canada and the notes will be governed by the laws of the Province of Ontario, Canada. Because the issuing entity is located outside of the United States, it may not be possible for you to effect service of process in the United States on the issuing entity. Furthermore, it may not be possible for you to enforce against the issuing entity in the United States judgments against them predicated upon civil liability under the United States federal securities laws because most or all of the issuing entity's assets are located outside the United States. *See "Risk Factors—Transaction documents governed by Canadian law and jurisdiction to enforce a United States judgment against the issuing entity or TD may be in Canada."*

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## Volcker Rule Considerations

Evergreen Credit Card Trust<sup>TM</sup> is not now, and immediately following the issuance of the Series 2016-3 notes pursuant to the trust indenture will not be, a "covered fund" for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, commonly known as the **Volcker Rule**. In reaching this conclusion, although other statutory or regulatory exclusions or exemptions under the Investment Company Act of 1940, as amended, or the Volcker Rule may be available, we have relied on the exclusion set forth in 3(c)(5) under the Investment Company Act of 1940, as amended. *See "Certain Volcker Rule Considerations."*

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## EU Capital Requirements Regulation

Articles 404-410 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council of June 26, 2013, known as the Capital Requirements Regulation (the **CRR**), place certain conditions on investments in asset backed securities by credit institutions and investment firms (together referred to as institutions) regulated in European Union (**EU**) member states and in other countries in the European Economic Area (**EEA**) and by certain affiliates of those institutions. These Articles, effective January 1, 2014, replace and in some respects amend Article 122a of Directive 2006/48/EC (as amended by Directive 2009/111/EC), known as Article 122a of the Capital Requirements Directive or CRD Article 122a. The CRR has direct effect in EU member states and is expected to be implemented by national legislation or rulemaking in the other EEA countries.

None of TD, the depositor, the issuing entity, the issuer trustee, the indenture trustee or any of their respective affiliates makes any representation or agreement with respect to the CRR or any corresponding rules applicable to EEA regulated investors. Noteholders are responsible for analyzing their own regulatory position and are advised to consult with their own advisors regarding the suitability of the Class A notes for investment and compliance with the CRR or any corresponding rules applicable to EEA regulated investors.

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## FORWARD LOOKING STATEMENTS

Certain statements contained in this offering memorandum constitute forward-looking statements. In addition, representatives of the issuing entity or the dealers engaged by the issuing entity may make forward-looking statements orally to potential purchasers of the notes and others. All such statements are made pursuant to the “safe harbor” provisions of, and are intended to be forward-looking statements under, applicable securities legislation. Forward-looking statements involve known and unknown risks, uncertainties and other factors that could cause actual results or events to differ materially from those anticipated in the forward-looking statements. Forward-looking statements are statements, other than statements of historical fact, that address activities, events or developments that it is expected or anticipated will or may occur in the future. Forward-looking statements also include any other statements that include words such as “anticipate,” “believe,” “plan,” “estimate,” “expect,” “intend,” “continue,” “may,” “will,” “project” and other similar words or expressions intended to identify forward-looking statements. Forward-looking statements are based on certain assumptions and analyses that the issuing entity and TD, as seller, believe are reasonable and which they have made in light of their experience and perception of historical trends, current conditions, expected future developments and other factors they believe are appropriate. Whether actual results and developments will conform to such expectations and predictions is subject to a number of risks and uncertainties and no assurance can be given that these expectations and predictions will prove to be correct and forward-looking statements should not be unduly relied on. Details about risk factors which may affect actual results are set out in this offering memorandum. All such factors should be considered carefully, as well as other uncertainties and potential events, and the inherent uncertainty of forward-looking statements, when making decisions with respect to the issuing entity or the notes and we caution readers not to place undue reliance on forward-looking statements.

All of the forward-looking statements made in this offering memorandum are qualified by these cautionary statements, and there can be no assurance that the actual results or developments anticipated herein will be realized. Even if the results and developments in such forward-looking statements are substantially realized, there is no assurance that they will have the expected consequences to or effects on the issuing entity or any other person or on the issuing entity’s business or operations. The foregoing review of important factors, including those discussed in detail in this offering memorandum, should not be construed as exhaustive. Any forward-looking statements contained in this offering memorandum represent views only as of the date hereof and are presented for the purpose of assisting potential purchasers of the notes in understanding the issuing entity’s performance, and may not be appropriate for other purposes. None of the issuing entity, the initial purchasers engaged by the issuing entity or the seller undertakes to update any forward-looking statements, whether written or oral, that may be made from time to time by or on its behalf, except as required under applicable securities legislation.

### **Important Notice about Information Presented in this Offering Memorandum**

You should rely only on the information contained in this offering memorandum. No parties have been authorized to provide you with different information. The delivery of this offering memorandum at any time does not imply that the information herein is correct as of any time subsequent to the date of this offering memorandum.

This offering memorandum is being delivered to you solely to provide you with information about the offering of the notes and to solicit an offer to purchase the notes, when, as and if issued. Any such offer to purchase made by you will not be accepted and will not constitute a contractual commitment by you to purchase any notes, until the issuing entity and the initial purchasers have accepted your offer to purchase notes.

The notes are being sold when, as and if issued. None of TD, Evergreen Funding Limited Partnership or any initial purchaser is obligated to cause the issuing entity to issue the notes or any similar notes. You are advised that the terms of the notes, and the characteristics of the asset pool backing them, may change (due, among other things, to the possibility that receivables that comprise the pool may become delinquent or defaulted or may be removed or replaced and that similar or different receivables may be added to the pool). If for any reason the issuing entity does not deliver these notes, none of TD, Evergreen Funding Limited Partnership, the issuing entity, the initial purchasers, or any other person will be liable for any costs or damages whatsoever arising from or related to such non-delivery.

Prospective purchasers are urged to read this offering memorandum in full. Certain capitalized terms used in this offering memorandum are defined in “*Glossary of Defined Terms*.”

As used in this offering memorandum, all references to “**U.S. dollars**” and “**U.S.\$**” are to United States dollars and references to “**CDN\$**” and “**Canadian Dollars**” are to Canadian dollars. Unless otherwise specified, references to dollars or “\$” refer to Canadian dollars.

Cross-references are included in this offering memorandum to captions in these materials where you can find further related discussions. The Table of Contents provides the pages on which these captions are located.



## Transaction Summary

Securities Offered:	Only the Class A notes are offered by this offering memorandum. The Class B notes and the Class C notes are not offered by this offering memorandum and are expected to be initially purchased by TD. If so purchased, TD may in the future at its sole discretion sell the Class B notes and the Class C notes in a separate offering without notification to any noteholders.
Issuing Entity:	Evergreen Credit Card Trust™
Depositor and Transferor:	Evergreen Funding Limited Partnership
Seller, Servicer and Administrator:	The Toronto-Dominion Bank
Originator of the Receivables:	The Toronto-Dominion Bank
Issuer Trustee:	Computershare Trust Company of Canada
Indenture Trustee:	BNY Trust Company of Canada
Swap Counterparty:	The Toronto-Dominion Bank
Expected Issue Date:	November 25, 2016
Clearance and Settlement:	DTC/Clearstream/Euroclear
Groups:	Reallocation Group A

	<b>Class A Notes</b>	<b>Class B Notes</b>	<b>Class C Notes</b>
<i>Stated Principal Amount:</i>	U.S.\$500,000,000	CDN\$28,706,000	CDN\$17,942,000
<i>Percentage of Series 2016-3 notes:</i>	93.5%	4.0%	2.5%
<i>Credit Enhancement:</i>	Subordination of Class B notes and Class C notes	Subordination of Class C notes	Class C reserve account
<i>Expected Ratings (S&amp;P/Fitch):</i>	AAA (sf) / AAAsf	A (sf) / Asf	BBB (sf) / BBBsf
<i>Note Interest Rate:</i>	One-Month LIBOR plus 0.50% per annum	1.797% per annum	2.597% per annum
<i>Interest Calculation Method:</i>	Actual/360	30/360	30/360
<i>Interest Payment Dates:</i>	Monthly (15th) (unless the 15th is not a Business Day, in which case, it will be the next business day)	Semi-Annual*	Semi-Annual*
<i>First Interest Payment Date:</i>	December 15, 2016	May 15, 2017	May 15, 2017
<i>LIBOR Determination Date:</i>	Two London Business Days before each interest payment date	N/A	N/A
<i>Commencement of Controlled Accumulation Period (subject to adjustment)** :</i>	May 1, 2018	May 1, 2018	May 1, 2018
<i>Expected Final Payment Date:</i>	November 15, 2018	November 15, 2018	November 15, 2018
<i>Legal Maturity Date:</i>	November 16, 2020	November 16, 2020	November 16, 2020

<i>Class A Notes ERISA Eligibility (investors are cautioned to consult with their counsel):</i>	Yes, subject to important considerations described in “Benefit Plan Investors”	Not applicable.	Not applicable.
<i>Class A Notes Debt for United States Federal Income Tax Purposes (investors are cautioned to consult with their tax counsel):</i>	Yes, subject to important considerations described in “United States Federal Income Tax Consequences”	Not applicable.	Not applicable.
<i>Class A Notes CUSIP / ISIN:</i>	Rule 144A Global Note: 30023JAF5/US30023JAF57  Regulation S Global Note: C3335LAC4/USC3335LAC49	Not applicable.	Not applicable.

\* *Provided* that, following the occurrence of an Event of Default with respect to the Series 2016-3 notes and acceleration of such Series 2016-3 notes, Interest Payment Dates of the Class B notes and the Class C notes will be the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day.

\*\* See “*The Notes—Principal Payments—Postponement of Controlled Accumulation Period.*” In no case will the controlled accumulation period be delayed past October 1, 2018.

# TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
Summary .....	4
Risk Factors .....	4
Issuing Entity .....	4
Account Owner, Seller, Servicer, Administrator and Swap Counterparty .....	5
Depositor and Transferor .....	5
Indenture Trustee .....	6
Issuer Trustee .....	6
Assets of the Issuing Entity .....	6
Key Parties and Operating Documents .....	8
Series, Classes and Tranches of Notes .....	8
Required Transferor Amount and Series Required Transferor Amount Percentage .....	9
Required Pool Balance .....	10
Interest .....	12
Principal .....	13
Subordination; Credit Enhancement .....	14
Swap Agreement .....	15
Limit on Repayment of All Notes .....	15
Redemption and Early Amortization of Notes .....	15
Events of Default .....	17
Allocations of Collections .....	17
Revolving Period .....	18
Application of Collections .....	18
Servicer Compensation .....	21
Reallocated Finance Charge Collections .....	21
Shared Excess Available Finance Charge Collections .....	21
Shared Excess Available Principal Collections .....	22
Issuing Entity Accounts .....	22
Registration, Clearance and Settlement .....	23
ERISA Considerations .....	23
U.S. Federal Income Tax Treatment .....	23
Canadian Income Tax Consequences .....	24
Note Ratings .....	24
Denominations .....	24
Record Date .....	24
Risk Factors .....	25
Glossary .....	42
Use of Proceeds .....	42
Plan of Distribution .....	42
The Issuing Entity .....	43
Transaction Parties .....	45
The Seller .....	45
Evergreen Funding Limited Partnership .....	45
The Indenture Trustee .....	46
The Issuer Trustee .....	46
Credit Card Business of the Seller .....	47
Visa and MasterCard Credit Card Accounts and Receivables .....	47
General .....	48
Acquisition and Use of Credit Cards .....	48
Collection of Delinquent Accounts .....	49
Interchange .....	50
Introduction .....	50
The Notes .....	50
Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount .....	51
Interest Payments .....	55
Principal Payments .....	56
Redemption and Early Amortization of the Notes .....	59
Subordination of Interest and Principal .....	60
Issuing Entity Assets and Accounts .....	61
Issuances of New Series, Classes or Tranches of Notes .....	63
Payments on Notes; Paying Agent .....	64
Denominations .....	65
Record Date .....	65
Governing Law .....	65
Form, Exchange and Registration and Transfer of Notes .....	65
Book-Entry Notes .....	66
The Depository Trust Company .....	67
Clearstream, Luxembourg .....	67
Euroclear System .....	68
Distributions on Book-Entry Notes .....	68
Global Clearance and Settlement Procedures .....	69
Definitive Notes .....	69

# TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
Replacement of Notes ..... 70	Sale of Assets ..... 91
Sources of Funds to Pay the Notes ..... 70	Targeted Deposits to the Class C Reserve
General ..... 70	Account ..... 92
Deposits of Collections ..... 71	Withdrawals from the Class C Reserve
Required Transferor Amount ..... 72	Account ..... 92
Required Pool Balance ..... 73	Targeted Deposits to the Accumulation
Allocations of Amounts to the Excess	Reserve Account ..... 93
Funding Account and Allocations of	Withdrawals from the Accumulation Reserve
Amounts on Deposit in the Excess	Account ..... 93
Funding Account ..... 73	Final Payment of the Notes ..... 94
Increases in the Invested Amount of an	Groups ..... 94
Existing Collateral Certificate ..... 74	Servicer Compensation and other Fees and
Addition of Assets ..... 74	Expenses ..... 96
Removal of Assets ..... 76	The Trust Indenture ..... 97
Purging of Accounts ..... 77	Indenture Trustee ..... 97
Discount Option ..... 77	Issuing Entity Covenants ..... 99
Issuing Entity Accounts ..... 78	Early Amortization Events ..... 100
Derivative Agreements ..... 78	Events of Default ..... 101
Supplemental Credit Enhancement	Events of Default Remedies ..... 101
Agreements and Supplemental Liquidity	Meetings ..... 103
Agreements ..... 79	Voting ..... 104
Representations and Warranties ..... 79	Amendments to the Indenture and the
Certain Matters Regarding the Servicer and	Indenture Supplements ..... 104
the Administrator of the Issuing Entity ..... 81	Addresses for Notices ..... 106
Servicer Covenants ..... 82	Issuing Entity's Annual Compliance
Servicer Default and Appointment of	Statement ..... 106
Successor Servicer ..... 83	List of Noteholders ..... 107
Servicer Report ..... 84	Reports ..... 107
Indemnification ..... 84	Description of the Receivables Purchase
Collection and Other Servicing Procedures ..... 84	Agreement ..... 107
Outsourcing of Servicing ..... 85	Sale of Receivables ..... 107
Merger or Consolidation of the Transferor or	Representations and Warranties ..... 108
the Servicer ..... 85	Repurchase Obligations ..... 108
Assumption of the Transferor's Obligations ... 86	Reassignment of Other Receivables ..... 109
Deposit and Application of Funds ..... 87	Amendments ..... 109
Allocations of Finance Charge Collections,	Termination ..... 109
Principal Collections, the Default Amount	Description of the Swap Agreement ..... 109
and the Successor Servicing Fee ..... 87	Swap Agreement ..... 110
Payments of Interest, Fees and other Items ..... 88	Currency Conversion after a Swap
Reductions in the Series Nominal	Termination Event ..... 114
Liquidation Amount due to Charge-Offs	Legal Proceedings ..... 114
and Reallocated Principal Collections ..... 89	Capital Requirements Directive ..... 115
Payments of Principal ..... 90	United States Federal Income Tax Consequences 115
Limit on Allocations of Series Available	Characterization of the Class A Notes ..... 115
Principal Collections and Series Available	
Finance Charge Collections ..... 91	

## TABLE OF CONTENTS

<u>Page</u>	<u>Page</u>
Taxation of U.S. Holders of the Class A Notes.....	Certain Volcker Rule Considerations ..... 119
116	Selling and Transfer Restrictions..... 120
Taxation of non-U.S. Holders of the Class A Notes.....	Selling Restrictions..... 120
116	Transfer Restrictions ..... 121
Backup Withholding and Information Reporting .....	Legal Matters ..... 124
117	Glossary of Defined Terms ..... 124
Compliance by the issuing entity with FATCA .....	Annex I - Outstanding Series, Classes and Tranches of Notes..... A-I-1
117	Annex II - The Total Portfolio and the Trust Portfolio..... A-II-1
Certain Canadian Federal Income Tax Considerations.....	
117	
Benefit Plan Investors.....	
118	

## Summary

**This summary does not contain all the information you may need to make an informed investment decision. You should read the entire offering memorandum before you purchase any notes.**

### Risk Factors

Investment in the Class A notes involves risks. You should consider carefully the risk factors beginning on page 25.

### Securities Offered

U.S.\$500,000,000 of Class A notes.

Credit enhancement for the Class A notes is provided by the subordination of the Class B notes and the Class C notes. Credit enhancement for the Class B notes is provided by the subordination of the Class C notes. Credit enhancement for the Class C notes is provided by the Class C reserve account. *See “—Subordination; Credit Enhancement” and “The Notes—Subordination of Interest and Principal.”*

The Series 2016-3 notes will be issued by, and be obligations of, the issuing entity. The issuing entity expects to issue other series of notes which may have different stated principal amounts, interest rates, interest payment dates, expected final payment dates, legal maturity dates and other characteristics. *See “The Notes—Issuances of New Series, Classes or Tranches of Notes.”*

**Only the Class A notes are being offered by this offering memorandum. We expect the Class B notes and the Class C notes to be initially sold to TD in a private transaction. Other series, classes and tranches of notes may be issued by the issuing entity in the future without the consent of, or notice to, any noteholders, subject to the satisfaction of certain conditions, including the delivery of certain notices, certifications and legal opinions to the Indenture Trustee and the rating agencies, satisfaction of certain asset pool requirements and confirmation from the rating agencies of the ratings on the outstanding notes. These conditions are described in greater detail under “The Notes—Issuances of New Series, Classes or Tranches of Notes.”**

*See “Risk Factors—Issuance of additional notes or master trust investor certificates may affect your voting rights and the timing and amount of payments to you.”*

### Issuing Entity

Evergreen Credit Card Trust™, a trust established under the laws of the Province of Ontario, Canada, is the issuing entity of the notes. Its address is 100 University Avenue, 11th Floor, Toronto, Ontario M5J 2Y1. Evergreen Credit Card Trust™:

- will periodically issue notes in one or more series, classes or tranches;
- owns receivables that arise in designated personal consumer and business credit card accounts owned by TD or any of its affiliates;
- owns payments due on those receivables;
- may own:
  - one or more collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates; and
  - other property described in this offering memorandum.

*We refer to the Evergreen Credit Card Trust™ as the “issuing entity.”*

## **Account Owner, Seller, Servicer, Administrator and Swap Counterparty**

TD, a Canadian chartered bank, is the seller. TD owns personal consumer and business credit card accounts from which receivables are transferred to Evergreen Funding Limited Partnership, which receivables Evergreen Funding Limited Partnership may then, subject to certain conditions, transfer to the issuing entity. See *“Sources of Funds to Pay the Notes—Addition of Assets”* and *“Description of the Receivables Purchase Agreement.”* TD may also be an account owner with respect to master trusts or other securitization special purpose entities which issue collateral certificates that are included in the issuing entity.

*We refer to The Toronto-Dominion Bank as “TD” or, as the context requires, the “servicer,” the “seller,” the “administrator,” or the “swap counterparty.”*

TD is the servicer of the issuing entity. As servicer, TD is responsible for servicing, managing and making collections on the receivables in the issuing entity. See *“Transaction Parties—The Seller”* and *“Sources of Funds to Pay the Notes—Collection and Other Servicing Procedures.”* The servicer has outsourced certain functions to affiliated and unaffiliated third parties, but TD remains responsible for the overall servicing process. For information about certain affiliated and unaffiliated third party vendors that provide these services, see *“Transaction Parties—The Seller”* and *“Sources of Funds to Pay the Notes—Outsourcing of Servicing.”*

In limited cases, the servicer may resign or be removed and a third party may be appointed as the new servicer. See *“Sources of Funds to Pay the Notes—Servicer Default.”*

As administrator of the issuing entity, TD also performs certain administrative functions on behalf of the issuing entity. See *“The Issuing Entity.”*

TD or an affiliate also may be the servicer or administrator of master trusts or other securitization special purpose entities which may issue collateral certificates to be included in the issuing entity.

TD is also the swap counterparty under the swap agreement. See *“Description of the Swap Agreement.”*

## **Depositor and Transferor**

Evergreen Funding Limited Partnership is the depositor and transferor to the issuing entity. It is a partnership formed under the laws of Ontario, Canada on May 9, 2016. Its sole members are TD and Evergreen GP Inc. Evergreen Funding Limited Partnership also structures the issuing entity’s transactions. Its address is 66 Wellington Street West, 21st Floor, TD Bank Tower, Toronto, Ontario M5K 1A2.

Pursuant to a receivables purchase agreement with TD, Evergreen Funding Limited Partnership purchases on a fully-serviced basis receivables arising in designated personal consumer and business credit card accounts owned by TD. See *“Description of the Receivables Purchase Agreement.”* It may then, subject to certain conditions, transfer those receivables to the issuing entity. See *“Sources of Funds to Pay the Notes—Addition of Assets.”* Evergreen Funding Limited Partnership or any of its affiliates may be a transferor to master trusts or other securitization special purpose entities which issue collateral certificates that are included in the issuing entity.

As the transferor to the issuing entity, Evergreen Funding Limited Partnership holds the transferor indebtedness owing by the issuing entity, which includes the right of the transferor to receive payment of the unpaid balance of the purchase price of the assets not represented by notes issued and outstanding under the issuing entity or the rights, if any, of any credit enhancement providers to receive payments from the issuing entity. The transferor amount is required to be maintained at a certain minimum level, referred to as the required transferor amount. See *“Sources of Funds to Pay the Notes—Required Transferor Amount.”*

*We refer to Evergreen Funding Limited Partnership as “Evergreen Funding Limited Partnership” or the “transferor.” Unless the context otherwise requires, any reference in this offering memorandum to “transferor” includes any additional transferor so designated in accordance with the transfer agreement.*

*See “Transaction Parties—Evergreen Funding Limited Partnership” for a further description of its activities and history.*

## **Indenture Trustee**

BNY Trust Company of Canada, a trust company governed by the laws of Canada, is the indenture trustee under the trust indenture for each series, class and tranche of notes issued by the issuing entity. Its address is 320 Bay Street, 11th Floor, Toronto, ON M5H 4A6.

Under the terms of the trust indenture, the role of the indenture trustee is limited. *See “The Trust Indenture—Indenture Trustee.”*

## **Issuer Trustee**

Computershare Trust Company of Canada, a trust company governed by the laws of Canada, is the issuer trustee under the declaration of trust. Its address is 100 University Avenue, 11th Floor, North Tower, Toronto, ON M5J 2Y1.

Under the terms of the declaration of trust, the role of the issuer trustee is limited. *See “Transaction Parties—The Issuer Trustee.”*

## **Assets of the Issuing Entity**

As of the date of this offering memorandum, the issuing entity’s primary assets consist of receivables arising in designated personal consumer and business credit card accounts owned by TD and funds on deposit in the issuing entity’s accounts.

The following information is as of October 31, 2016:

- Aggregate balance in the trust portfolio: approximately CDN\$8,080,211,353
- Principal receivables in the trust portfolio: approximately CDN\$8,012,524,806
- Finance charge receivables in the trust portfolio: approximately CDN\$67,686,547
- Number of accounts designated to the issuing entity: 4,359,144

Additional information regarding the assets included in the issuing entity is provided in Annex II to this offering memorandum, which forms an integral part of this offering memorandum. In the future, the issuing entity may include one or more collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. *See “The Total Portfolio and the Trust Portfolio” in Annex II and “Sources of Funds to Pay the Notes—Addition of Assets.”* All receivables included in the issuing entity must satisfy certain eligibility criteria. *See “Sources of Funds to Pay the Notes—Addition of Assets” and “—Representations and Warranties.”* In addition, the transferor may, subject to certain conditions, remove receivables from the issuing entity and, under certain circumstances, may be required to do so. *See “Sources of Funds to Pay the Notes—Removal of Assets” and “—Representations and Warranties.”* Additions to or removals from the issuing entity of receivables do not occur on a series specific basis.

The issuing entity has acquired and will acquire the receivables from the transferor pursuant to the transfer agreement. The transferor has and will have acquired receivables from TD pursuant to a receivables purchase agreement between TD and the transferor. *See “Description of the Receivables Purchase Agreement.”*

Additionally, in the future, the issuing entity may include collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. Any collateral certificate included in the issuing entity must satisfy certain eligibility criteria. *See “Sources of Funds to Pay the Notes—Addition of Assets” and “—Representations and Warranties.”* In addition, the transferor may be required, under certain circumstances, to remove collateral certificates, if any, from the issuing entity. *See “Sources of Funds to Pay the Notes—Representations and Warranties.”* Additions to or removals from the issuing entity of collateral certificates do not occur on a series specific basis.



Payment of principal of and interest on each series, class or tranche of notes is secured by the issuing entity's assets (other than the swap collateral account and certain other assets).

See *"Sources of Funds to Pay the Notes."*

### **Addition and Removal of Assets**

Additional assets may be transferred to the issuing entity as described under *"Sources of Funds to Pay the Notes—Addition of Assets."* The transferor may add additional receivables or collateral certificates to the issuing entity at any time without limitation, so long as:

- the receivables are eligible receivables or the collateral certificates are eligible collateral certificates, as applicable;
- the transferor does not expect the addition to result in an adverse effect; and
- under certain circumstances, the note rating agency condition is satisfied.

Under certain limited circumstances, the transferor may be required to add additional receivables or collateral certificates to the issuing entity if required to maintain the required transferor amount or the required pool balance.

The transferor may also remove receivables that it transferred to the issuing entity as described under *"—Removal of Assets,"* subject to conditions included in the transfer agreement, including confirmation from the transferor that it does not expect the removal to result in an adverse effect and confirmation from the rating agencies of the ratings on the outstanding notes. The transferor may also be required to accept reassignment of those receivables from the issuing entity if the transferor breaches certain representations and warranties relating to the eligibility of receivables included in the issuing entity and the transferor is unable to cure the breach. Finally, on the date when any receivable in an account is written-off as uncollectible, the issuing trust automatically transfers that receivable to the transferor.

The composition of the assets in the issuing entity will change over time due to:

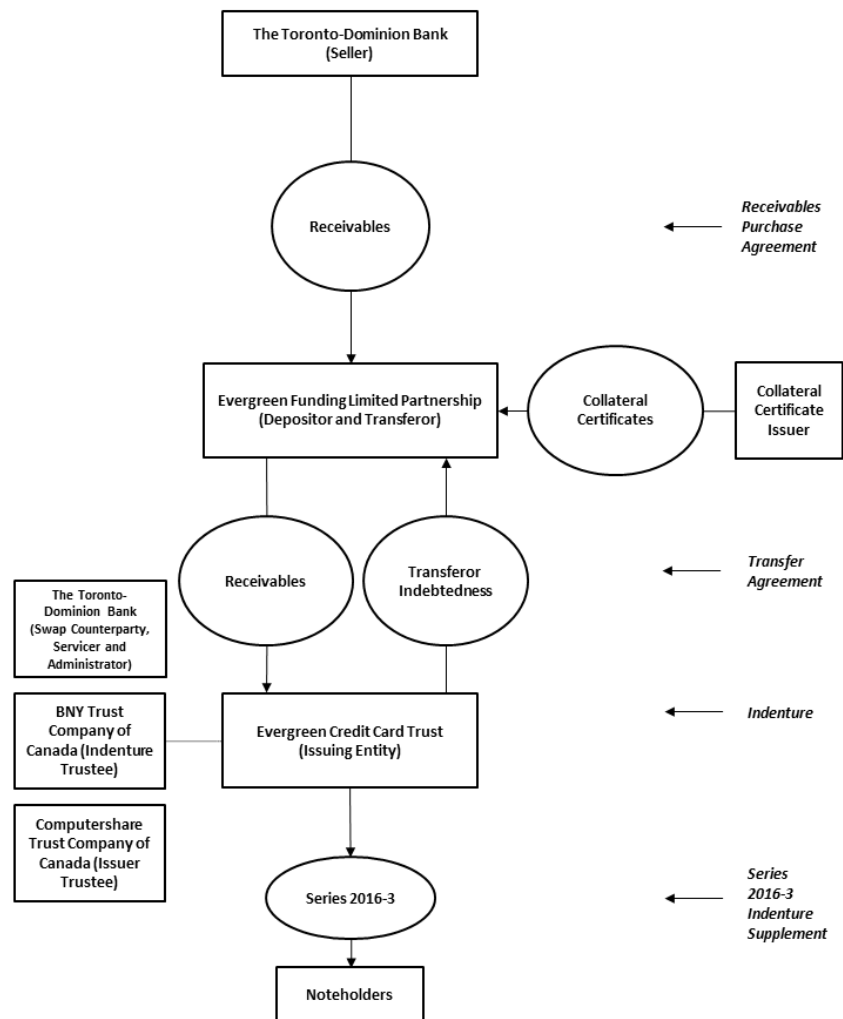
- changes in the composition and amount of the receivables in the issuing entity, including changes in the relative proportion of personal consumer and business receivables, or in the master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, as new receivables are created, existing receivables are paid off or written-off, additional accounts are designated to have their receivables included in the issuing entity, master trust or other securitization special purpose entity, and removed accounts are designated to have their receivables removed from the issuing entity, master trust or other securitization special purpose entity;
- the ability of the transferor to cause the invested amount of an existing collateral certificate included in the issuing entity to be increased and decreased; and
- the ability of the transferor to transfer additional collateral certificates to the issuing entity.

Noteholders will not be notified of any changes to the composition of the assets in the issuing entity due to additions or removals of receivables and/or collateral certificates.

See *"Sources of Funds to Pay the Notes—Addition of Assets,"* *"—Removal of Assets"* and *"—Increases in the Invested Amount of an Existing Collateral Certificate."*

In addition, the occurrence of a payout event or early amortization event with respect to a collateral certificate included in the issuing entity will result in the early amortization of that collateral certificate and may result in the early amortization of the notes. To the extent that principal collections allocated to that collateral certificate upon the occurrence of a payout event or early amortization event remain after making all required deposits and payments for the notes, those excess principal collections may be reinvested in another collateral certificate included in the issuing entity.

## Key Parties and Operating Documents



## Series, Classes and Tranches of Notes

The Series 2016-3 notes are issued pursuant to the trust indenture and the Series 2016-3 indenture supplement. Each of the trust indenture and the Series 2016-3 indenture supplement is between the issuing entity and the indenture trustee. The Series 2016-3 notes are entitled to their allocable share of the issuing entity's assets.

The Series 2016-3 notes will consist of the Class A notes, the Class B notes, and the Class C notes. A class designation determines the relative seniority for receipt of cash flows and exposure to reductions in the nominal liquidation amount. For example, the Class B notes and the Class C notes of Series 2016-3 provide credit enhancement for the Class A notes of Series 2016-3. See *"The Notes—Subordination of Interest and Principal."*

The Series 2016-3 notes are not a multiple tranche series, meaning that each class will consist of a single tranche and each class will generally be issued on the same date. The expected final payment dates and legal maturity dates of the Class B and Class C notes are the same as the Class A notes.

The nominal liquidation amount of the Series 2016-3 notes corresponds to the portion of the assets in the issuing entity that has been pledged to secure the obligations of the Series 2016-3 notes. The remaining portion of the assets in the issuing entity not securing note obligations is referred to as the transferor amount.

The terms of any future series, class or tranche of notes will not be subject to your prior review or consent. We cannot assure you that the terms of any future series, class or tranche might not have an impact on the timing or amount of payments received by a noteholder.

#### **Required Transferor Amount and Series Required Transferor Amount Percentage**

The transferor amount represents the amount of assets included in the issuing entity not securing any series, class or tranche of notes. For any monthly period, the transferor amount equals the pool balance as of the close of business on the last day of such monthly period *minus* the aggregate nominal liquidation amount of all notes as of the close of business on such day.

Increases or decreases in the pool balance without a corresponding increase or decrease in the nominal liquidation amount of any notes will result in an increase or decrease in the transferor amount. The transferor amount fluctuates to reflect changes in the amount of Principal Receivables included in the issuing entity. The transferor amount generally decreases as a result of the issuance of new notes. The transferor amount generally increases if there are reductions in the nominal liquidation amount of any notes, for example, due to payments of principal of those notes or a deposit into the principal funding account with respect to those notes.

The transferor amount is required to be maintained at a certain minimum level, referred to as the **required transferor amount**. For any monthly period, the required transferor amount is the product of the required transferor amount percentage and the amount of Principal Receivables included in the issuing entity as of the close of business on the last day of such monthly period. With respect to each series of notes, a percentage will be designated as the series required transferor amount percentage for that series. The required transferor amount percentage is the highest of such series required transferor amount percentages then in effect for any outstanding series of notes.

With respect to the Series 2016-3 notes, the series required transferor amount percentage is 7.00%. The transferor may designate a different series required transferor amount percentage, subject to the satisfaction of certain conditions. So long as the Series 2016-3 notes are outstanding, the required transferor amount percentage will be no lower than the series required transferor amount percentage for the Series 2016-3 notes. Immediately after the issue date, the required transferor amount percentage will be 7.00% but is subject to change as described above and in this offering memorandum.

*See —“Sources of Funds to Pay the Notes—Required Transferor Amount.”*

If, at the end of any monthly period, the transferor amount for such monthly period is less than the required transferor amount for such monthly period, the transferor is required to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the invested amount of an existing collateral certificate included in the issuing entity as described in *“Sources of Funds to Pay the Notes—Addition of Assets”* and *“—Increases in the Invested Amount of an Existing Collateral Certificate.”*

If, when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the invested amount of an existing collateral certificate included in the issuing entity, an early amortization event will occur with respect to the notes. *See “Sources of Funds to Pay the Notes—Required Transferor Amount” and “The Trust Indenture—Early Amortization Events.”*

The indebtedness of the issuing entity to the transferor, including the right of the transferor to receive payment of the unpaid balance of the purchase price for the assets of the issuing entity, is referred to in this offering memorandum as the **transferor indebtedness**. A holder of an interest in the transferor indebtedness may sell all or a portion of that interest. The transferor indebtedness does not provide enhancement to any notes.

## Required Pool Balance

For any monthly period, the pool balance equals the sum of (i) the amount of Principal Receivables, (ii) the aggregate invested amount of the collateral certificates, if any, and (iii) any amount on deposit in the excess funding account.

The issuing entity has a minimum pool balance requirement, referred to as the **required pool balance**. For any monthly period, the required pool balance is an amount equal to the sum of (i) for all notes in their revolving period, the sum of the nominal liquidation amounts of those notes at the end of such monthly period, and (ii) for all other notes, the sum of the nominal liquidation amounts of those notes at the end of the most recent revolving period for each of those notes, *excluding* any notes which will be paid in full on the applicable payment date for those notes in the following monthly period and any notes that will have a nominal liquidation amount of zero on the applicable payment date for those notes in the following monthly period. *See “Sources of Funds to Pay the Notes—Required Pool Balance.”*

If, at the end of any monthly period, the pool balance for such monthly period is less than the required pool balance for such monthly period, the transferor is required to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the invested amount of an existing collateral certificate included in the issuing entity as described in *“Sources of Funds to Pay the Notes—Addition of Assets”* and *“Increases in the Invested Amount of an Existing Collateral Certificate.”*

If, when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the invested amount of an existing collateral certificate included in the issuing entity, an early amortization event will occur with respect to the notes. *See “Sources of Funds to Pay the Notes—Required Pool Balance” and “The Trust Indenture—Early Amortization Events.”*

## **Stated Principal Amount, Outstanding Dollar Principal Amount, Outstanding Currency Specific Dollar Principal Amount, Initial Dollar Principal Amount, Initial Currency Specific Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount of Notes**

The Series 2016-3 notes have a stated principal amount, an outstanding dollar principal amount, an outstanding currency specific dollar principal amount, an initial dollar principal amount, an initial currency specific dollar principal amount, an adjusted outstanding dollar principal amount and a nominal liquidation amount.

- *Stated Principal Amount.* The stated principal amount is the amount that is stated on the face of each Series 2016-3 note to be payable to the holders of that note. It can be denominated in Canadian dollars or in a foreign currency. For the Class A notes the stated principal amount is U.S.\$ 500,000,000. For the Class B notes the stated principal amount is CDN\$28,706,000. For the Class C notes the stated principal amount is CDN\$17,942,000.
- *Outstanding Dollar Principal Amount and Outstanding Currency Specific Dollar Principal Amount.* The outstanding dollar principal amount is the initial dollar principal amount of a series, class or tranche of notes, *less* principal payments made to noteholders of or the swap counterparty with respect to that series, class or tranche, *plus* increases due to issuances of additional notes of that series, class or tranche. The outstanding currency specific dollar principal amount is the initial currency specific dollar principal amount of a series, class or tranche of such notes, *less* principal payments made to noteholders of that series, class or tranche, *plus* increases due to issuances of additional notes of that series, class or tranche. *See “The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount.”*
- *Initial Dollar Principal Amount and Initial Currency Specific Dollar Principal Amount.* The initial currency specific dollar principal amount of the Class A notes is U.S.\$500,000,000. The initial dollar principal amount for the Class A notes is CDN\$671,000,000, which is the Canadian dollar equivalent, calculated at the initial exchange rate of 1.3420 Canadian dollars per United States dollar, of the initial currency specific dollar principal amount for the Class A notes as of the date of issuance thereof. The initial dollar principal amount and the initial currency specific dollar principal amount for the Class B notes is CDN\$28,706,000. The initial dollar principal amount and the initial currency specific dollar principal

amount for the Class C notes is CDN\$17,942,000. The initial dollar principal amount of the Series 2016-3 notes is CDN\$717,648,000, which is the sum of the initial dollar principal amounts of the Class A notes, the Class B notes and the Class C notes.

- *Adjusted Outstanding Dollar Principal Amount.* The adjusted outstanding dollar principal amount of a series, class or tranche of notes is a Canadian dollar amount equal to the outstanding dollar principal amount of that series, class or tranche of notes, *less* any funds on deposit in the principal funding account for that series, class or tranche.
- *Nominal Liquidation Amount.* The initial series nominal liquidation amount is CDN\$717,648,000, which is also the initial dollar principal amount of the Series 2016-3 notes. The series nominal liquidation amount is a Canadian dollar amount based, as of any date of determination, on the initial dollar principal amount of the Series 2016-3 notes, but after deducting:
  - charge-offs resulting from any uncovered series default amount;
  - reallocated principal collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount;
  - the amount on deposit in the principal funding account; and
  - principal payments made on the Series 2016-3 notes or, in the case of the Class A notes, amounts paid to the swap counterparty in connection with principal;

and adding back series available finance charge collections and shared excess available finance charge collections allocated from other series of notes, if any, which are used to reimburse reductions in the nominal liquidation amount due to:

- prior charge-offs resulting from any uncovered series default amount; or
- reallocated principal collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount.

If the series nominal liquidation amount is reduced, the amount of principal collections and finance charge collections allocated to the Series 2016-3 notes will be reduced, which may result in a reduction in the amounts allocated to pay principal of and interest on the Series 2016-3 notes. If the series nominal liquidation amount is less than the outstanding dollar principal amount of the Series 2016-3 notes, the principal of and interest on the Series 2016-3 notes may not be paid in full.

The nominal liquidation amount of a series, class or tranche of notes will also be increased if additional notes of that series, class or tranche are issued after the initial issuance of notes of that series, class or tranche or if amounts on deposit in the principal funding account for that series, class or tranche are deposited into the principal funding account for another series, class or tranche of notes or paid to the holder of the transferor indebtedness.

Upon a sale of assets in the issuing entity following (i) an event of default and acceleration of a series, class or tranche of notes or (ii) the legal maturity date of a series, class or tranche of notes, as described in “*Deposit and Application of Funds—Sale of Assets*,” the nominal liquidation amount of that series, class or tranche of notes will be reduced to zero.

For a more detailed discussion of nominal liquidation amount, see “*The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount*” and “*Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections*. ”

## Interest

The Class A notes will accrue interest at an annual rate equal to LIBOR plus 0.50%.

The Class B notes will accrue interest at an annual rate equal to 1.797%.

The Class C notes will accrue interest at an annual rate equal to 2.597%.

Interest on the Series 2016-3 notes will begin to accrue on the issue date, expected to be November 25, 2016.

Interest on the Class A notes will be calculated on the basis of a 360-day year and the actual number of days in the immediately preceding interest period. Interest on the Class B notes will be calculated on the basis of a 360-day year and 30 days, except that with respect to the first payment date, interest on the Class B notes will be CDN\$26,734.53. Interest on the Class C notes will be calculated on the basis of a 360-day year and 30 days, except that with respect to the first payment date, interest on the Class C notes will be CDN\$24,148.74.

Each interest period will begin on and include an interest payment date and end on but exclude the next interest payment date with respect to a class of the Series 2016-3 notes. However, (i) with respect to the Class A notes, the first interest period will begin on the issue date and will end on but exclude December 15, 2016, which is the first interest payment date for the Class A notes and (ii) with respect to the Class B notes and the Class C notes, the first interest period will begin on the issue date and will end on but exclude May 15, 2017, which is the first interest payment date for the Class B notes and the Class C notes.

LIBOR for each interest period will be determined on the second business day before the beginning of that interest period. LIBOR for the initial interest period, however, will be determined two business days before the issue date of the Series 2016-3 notes. For calculating LIBOR only, a business day is any day that U.S. dollar deposits are transacted in the London interbank market.

LIBOR will be the rate appearing on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices) as of 11:00 a.m., London time, on that date for deposits in U.S. dollars for a one-month period. If that rate does not appear on that page, the servicer will request prime banks (selected by the servicer) in the London interbank market to provide quotations of their rates for U.S. dollar deposits for a one-month period, at approximately 11:00 a.m., London time, on that day. LIBOR will then be the average of those rates. However, if less than two rates are provided, LIBOR will be the average of the rates for loans in U.S. dollars to leading European banks for a one-month period offered by major banks (selected by the servicer) in New York City, at approximately 11:00 a.m., New York City time, on that day.

Monthly interest for the Class A notes will be in U.S. dollars and equal the product of:

- the note interest rate for the Class A notes for the immediately preceding interest period; *multiplied by*
- the actual number of days in that interest period divided by 360; *multiplied by*
- the outstanding currency specific dollar principal amount of the Class A notes as of the immediately preceding record date.

The issuing entity will enter into a swap agreement to reduce the risk of interest rate and currency mismatch under the Class A notes. *Provided* that no swap termination event has occurred, interest payments on the Class A notes on any payment date will be paid from amounts received from the swap counterparty under the swap agreement in exchange for the payments made by the issuing entity to the swap counterparty under the swap agreement. See “*The Notes—Interest Payments*” and “*Description of the Swap Agreement*.”

Monthly interest for the Class B notes will be in Canadian dollars and will equal the product of:

- the note interest rate for the Class B notes; *multiplied by*
- 30/360; *multiplied by*

- the outstanding dollar principal amount of the Class B notes as of the immediately preceding record date.

Monthly interest for the Class C notes will be in Canadian dollars and will equal the product of:

- the note interest rate for the Class C notes; *multiplied by*
- 30/360; *multiplied by*
- the outstanding dollar principal amount of the Class C notes as of the immediately preceding record date.

Monthly interest for the Class B notes and the Class C notes will be deposited on each payment date into the interest funding account as specified in in “*Deposit and Application of Funds—Payments of Interest, Fees and other Items.*”

The issuing entity will make interest payments on the Class A notes on the 15th day of each month, beginning in December 2016. The issuing entity will make interest payments on the Class B notes and the Class C notes on the 15th day of May and November of each year, and, following the occurrence of an Event of Default with respect to the Series 2016-3 notes and acceleration of such Series 2016-3 notes, the 15th day of each calendar month thereafter. Interest payments due on a day that is not a business day in Toronto, Ontario or New York, New York will be made on the following business day.

No payment of interest on any payment date will be made on the Class B notes until the required payment of interest for such date (including any interest previously due but not paid) has been made to the Class A notes. Similarly, no payment of interest on any payment date will be made on the Class C notes until the required payment of interest on such date (including any interest previously due but not paid) has been made to the Class A notes and the Class B notes. However, funds on deposit in the Class C reserve account will be available only for the Class C notes to cover shortfalls of interest on any payment date. See “—*Subordination; Credit Enhancement*” and “*The Notes—Subordination of Interest and Principal.*”

## **Principal**

The issuing entity expects to pay the stated principal amount of the Series 2016-3 notes in one payment on the November 2018 payment date, which is the expected final payment date, and is obligated to do so if funds are available for that purpose in accordance with the provisions of the trust indenture, the transfer agreement, the servicing agreement and the Series 2016-3 indenture supplement. However, no principal will be paid on the Class B notes until the Class A notes are paid in full, and, generally, no principal will be paid on the Class C notes until the Class A notes and the Class B notes are paid in full. However, funds on deposit in the Class C reserve account will be available only for the Class C notes to cover certain shortfalls of principal on specified payment dates.

If the stated principal amount of the Series 2016-3 notes is not paid in full on the expected final payment date due to insufficient funds, noteholders generally will not have any remedies against the issuing entity until the November 2020 payment date, which is the series legal maturity date.

If the stated principal amount of the Series 2016-3 notes is not paid in full on the expected final payment date, then an early amortization event will occur with respect to the Series 2016-3 notes. As a result, the issuing entity will use series available principal collections, series available finance charge collections and other specified amounts to make monthly principal and interest payments on the Series 2016-3 notes until the earliest of (i) the date on which the Series 2016-3 notes are paid in full, (ii) the date on which assets in the issuing entity are sold following an event of default and acceleration of the Series 2016-3 notes and (iii) the seventh business day following the series legal maturity date. If the stated principal amount of the Series 2016-3 notes is not paid in full on the series legal maturity date, an event of default will occur with respect to the Series 2016-3 notes.

Principal of the Series 2016-3 notes may be paid earlier than the expected final payment date if any other early amortization event or an event of default and acceleration occurs with respect to the Series 2016-3 notes. See “*The Trust Indenture—Early Amortization Events*” and “—*Events of Default*” and “*The Notes—Early Amortization of the Notes.*”

## **Subordination; Credit Enhancement**

The subordination of the Class C notes provides credit enhancement for the Class A notes and the Class B notes. The subordination of the Class B notes and the Class C notes provides credit enhancement for the Class A notes. The Class C reserve account provides credit enhancement for the Class C notes.

The Class C notes are subordinated to the Class A notes and the Class B notes. Interest payments will be made first on the Class A notes and then on the Class B notes before they are made on the Class C notes. Principal payments on the Class C notes generally will not begin until both the Class A notes and the Class B notes have been paid in full. If the series nominal liquidation amount is reduced due to charge-offs resulting from any uncovered series default amount or due to reallocated principal collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount, the principal of and interest on the Class C notes may not be paid in full. If there is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date as described in “*Deposit and Application of Funds—Sale of Assets*,” the net proceeds of that sale which are available to pay principal of and interest on the Series 2016-3 notes will be paid first to the Class A notes and the Class B notes before any remaining net proceeds will be available for payments due to the Class C notes.

The Class B notes are subordinated to the Class A notes. Interest payments will be made on the Class A notes before they are made on the Class B notes. Principal payments on the Class B notes will not begin until the Class A notes have been paid in full. If the series nominal liquidation amount is reduced due to charge-offs resulting from any uncovered series default amount or due to reallocated principal collections used to pay shortfalls in interest on the Class A notes or shortfalls in the series successor servicing fee or any uncovered series default amount, the principal of and interest on the Class B notes may not be paid in full. If there is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date as described in “*Deposit and Application of Funds—Sale of Assets*” the net proceeds of that sale which are available to pay principal of and interest on the Series 2016-3 notes will be paid first to the Class A notes before any remaining net proceeds will be available for payments due to the Class B notes.

The issuing entity will establish a Class C reserve account to provide credit enhancement solely for the Class C noteholders. Funds on deposit in the Class C reserve account will be available to Class C noteholders to cover shortfalls in interest payable on payment dates. If, on and after the earliest to occur of (i) the date on which assets in the issuing entity are sold following an event of default and acceleration of the Series 2016-3 notes, (ii) any date on or after the expected final payment date on which the amount on deposit in the principal funding account (to the extent such amount exceeds the outstanding dollar principal amount of the Class A notes (including certain amounts due to the swap counterparty under the swap agreement) and the Class B notes) *plus* the aggregate amount on deposit in the Class C reserve account equals or exceeds the outstanding dollar principal amount of the Class C notes and (iii) on the series legal maturity date, the amount on deposit in the principal funding account is insufficient to pay in full the Class C notes, the amount of the deficiency will be withdrawn from the Class C reserve account and applied to pay principal of the Class C notes. *See “Deposit and Application of Funds—Withdrawals from the Class C Reserve Account.”*

Initially, the Class C reserve account will not be funded. It will be funded, however, if the quarterly excess spread percentage falls below the levels described in the following table or if an early amortization event or event of default occurs with respect to the Series 2016-3 notes.

The excess spread percentage for a monthly period is determined by subtracting the base rate from the series portfolio yield for that monthly period. *See “Glossary of Defined Terms”* for a description of base rate, the series portfolio yield, the excess spread percentage and the quarterly excess spread percentage.

For any monthly period, the amount targeted to be deposited in the Class C reserve account is the applicable funding percentage times the initial dollar principal amount of the Series 2016-3 notes.



<u>Quarterly Excess Spread Percentage</u>	<u>Funding Percentage</u>
Greater than 4.00%	0.00%
Greater than 3.50% to 4.00%	0.50%
Greater than 3.00% to 3.50%	1.00%
Greater than 2.00% to 3.00%	1.50%
Greater than 1.00% to 2.00%	2.00%
0.00% to 1.00%	2.50%

The amount targeted to be deposited in the Class C reserve account will adjust monthly as the quarterly excess spread percentage rises or falls. If an early amortization event or event of default occurs with respect to the Series 2016-3 notes, the targeted Class C reserve account amount will be the outstanding dollar principal amount of the Class C notes. See *“Deposit and Application of Funds—Targeted Deposits to the Class C Reserve Account.”* Additional information regarding the Total Portfolio and the Trust Portfolio is provided in Annex II to this offering memorandum, which forms an integral part of this offering memorandum.

Credit enhancement for the Series 2016-3 notes is for the benefit of the Series 2016-3 notes only and you are not entitled to the benefits of any credit enhancement available to any other series of notes.

### **Swap Agreement**

On the issue date, the issuing entity will enter into a swap agreement with TD, as swap counterparty, for hedging purposes. While the payments received by the issuing entity from the receivables will be denominated in Canadian dollars, interest on the Class A notes will be paid in U.S. dollars. A certain portion of collections of receivables and other assets included in the issuing entity will be paid by the issuing entity to TD, as swap counterparty, under the swap agreement based on a fixed rate of 1.119%, in exchange for U.S. dollar floating rate amounts based on one-month LIBOR, which should help reduce the risk of this interest rate and currency mismatch in respect of the Class A notes. In addition, payments of principal on the Class A notes will be made in U.S. dollars. The swap counterparty will also convert amounts paid by the issuing entity in Canadian dollars in respect of principal of the Class A notes for payment in U.S. dollars to the noteholders of the Class A notes at the initial exchange rate set out in the swap agreement. See *“Description of the Swap Agreement.”*

### **Limit on Repayment of All Notes**

You may not receive the stated principal amount of the Series 2016-3 notes if:

- the nominal liquidation amount of your Series 2016-3 notes has been reduced due to charge-offs resulting from any uncovered default amount allocated to the Series 2016-3 notes or due to reallocated principal collections used to pay shortfalls in interest on senior notes and those amounts have not been reimbursed from finance charge collections allocated to your Series 2016-3 notes; or
- assets in the issuing entity are sold following (i) an event of default and acceleration of your Series 2016-3 notes or (ii) the legal maturity date of your Series 2016-3 notes, and the proceeds from the sale of those assets, *plus* any funds on deposit in the applicable issuing entity accounts allocated to your Series 2016-3 notes, and any other amounts available to your Series 2016-3 notes, are insufficient to provide the full repayment of your notes. See *“Deposit and Application of Funds—Sale of Assets.”*

### **Redemption and Early Amortization of Notes**

The transferor, if the transferor is the servicer or an affiliate of the servicer, may redeem all outstanding series of notes, including the Series 2016-3 notes, before the applicable expected final payment dates in whole but not in part on any day on or after the day on which the aggregate outstanding dollar principal amount of all outstanding series of notes is reduced to less than 10% of the sum of the highest outstanding dollar principal amounts of each such series at any time. This redemption option is referred to as a clean-up call.

If the issuing entity is directed to redeem the notes, it will notify the registered holders at least 30 days prior to the redemption date. The redemption price of the Series 2016-3 notes will equal (i) 100% of the outstanding

currency specific dollar principal amount of the Series 2016-3 notes, *plus* (ii) accrued, past due and additional interest on those notes to but excluding the date of redemption.

If the issuing entity is unable to pay the redemption price in full on the redemption date, monthly payments on each series, class or tranche of notes will thereafter be made until the earlier to occur of (i) the date on which the notes are paid in full and (ii) the applicable legal maturity date. Any funds on deposit in the applicable issuing entity accounts allocable to those notes will be applied to make principal and interest payments on those notes on the redemption date.

*See “The Notes—Redemption and Early Amortization of Notes” and “The Trust Indenture—Early Amortization Events.”*

If an early amortization event with respect to the Series 2016-3 notes occurs, the issuing entity will use series available principal collections, series available finance charge collections and other specified amounts allocated to the Series 2016-3 notes to make monthly principal and interest payments on the Series 2016-3 notes until the earliest of (i) the date on which the Series 2016-3 notes are paid in full, (ii) the date on which assets in the issuing entity are sold following an event of default and acceleration of the Series 2016-3 notes and (iii) the seventh business day following the series legal maturity date.

An early amortization event for the Series 2016-3 notes will occur if any of the following events occur:

- for any monthly period, the quarterly excess spread percentage is less than the required excess spread percentage for such monthly period;
- when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the invested amount of an existing collateral certificate included in the issuing entity;
- any servicer default occurs that would have a material adverse effect on the Series 2016-3 noteholders;
- TD in its capacity as account owner, the transferor or the issuing entity breaches covenants, representations and warranties under the Series 2016-3 indenture supplement or any other transaction document, which breach has a material adverse effect on the Series 2016-3 noteholders and continues unremedied for a period of 60 days after written notice of such failure is given to TD or the transferor by the indenture trustee or to the transferor and the indenture trustee by any Series 2016-3 noteholder;
- the transferor fails to make any payment, transfer or deposit required to be made by it by the terms of the transfer agreement on or before the fifth business day after the date such payment or deposit is required to be made, or if such failure is caused by a nonwillful act of the transferor, the transferor fails to remedy such failure within five business days after receiving notice of such failure or otherwise becoming aware of such failure;
- the quarterly principal payment rate falls below 10%;
- the occurrence of an event of default and acceleration of the Series 2016-3 notes;
- the occurrence of the expected final payment date of the Series 2016-3 notes if the Series 2016-3 notes are not fully repaid on or prior to that date;
- the issuing entity becoming an “investment company” within the meaning of the Investment Company Act of 1940, as amended;
- the bankruptcy, insolvency, conservatorship or receivership of the transferor or an account owner; or
- an account owner, including TD, is unable for any reason to transfer receivables to the transferor, or the transferor is unable for any reason to transfer receivables to the issuing entity.

An early amortization event for one series, class or tranche of notes will not necessarily be an early amortization event for any other series, class or tranche of notes.

For a more complete description of early amortization events, see “*The Notes—Redemption and Early Amortization of Notes*” and “*The Trust Indenture—Early Amortization Events*.”

### **Events of Default**

The Series 2016-3 notes are subject to certain events of default described in “*The Trust Indenture—Events of Default*.” Some events of default result in an automatic acceleration of the Series 2016-3 notes, and other events of default result in the right of the Series 2016-3 noteholders to demand acceleration after an affirmative vote by holders of more than 66⅔% of the aggregate outstanding dollar principal amount of the Series 2016-3 notes. For a description of the remedies upon an event of default, see “*Deposit and Application of Funds—Sale of Assets*” and “*The Trust Indenture—Events of Default Remedies*.”

Events of default for the Series 2016-3 notes include the following:

- the issuing entity’s failure, for a period of 35 days, to pay interest on the Series 2016-3 notes when that interest becomes due and payable;
- the issuing entity’s failure to pay the stated principal amount of the Series 2016-3 notes on the series legal maturity date;
- the issuing entity’s default in the performance, or breach, of any of its covenants or warranties in the trust indenture for a period of 90 days after either the indenture trustee or the holders of at least 25% of the outstanding dollar principal amount of the Series 2016-3 notes has provided written notice requesting the remedy of that breach if, as a result of that default, the interests of those noteholders are materially and adversely affected and continue to be materially and adversely affected during that 90-day period; and
- certain events of bankruptcy or insolvency of the issuing entity, including (i) the issuer trustee’s admission, on behalf of the issuing entity, that the issuing entity is unable to pay its liabilities as they come due, (ii) the issuer trustee makes a general assignment for the benefit of the creditors of the issuing entity or otherwise acknowledges the insolvency of the issuing entity or (iii) the institution of, among others, a bankruptcy or insolvency proceeding either by or against the issuing entity if the proceeding is not stayed or dismissed within 45 days, if the action is granted in whole or in part, or if a receiver is privately appointed in respect of the issuing entity or of its property (or any substantial part thereof).

An event of default for one series of notes will not necessarily be an event of default for any other series of notes.

It is not an event of default if the issuing entity fails to repay the Series 2016-3 notes prior to the series legal maturity date of those notes because it does not have sufficient funds available or if payment of a class of Series 2016-3 notes is delayed because that class is necessary to provide required subordination for a senior class of notes.

### **Allocations of Collections**

TD, as servicer, will receive collections on the receivables and collateral certificates, if any, included in the issuing entity and will deposit (or cause to be deposited) those collections not allocated to the holder of the transferor indebtedness into the collection accounts for the issuing entity. The servicer will keep track of those collections that are principal collections, those that are finance charge collections and those that are written-off as uncollectible, referred to as the default amount.

With respect to each monthly period, the servicer will allocate collections received among:

- the Series 2016-3 notes, based on the size of its nominal liquidation amount (which initially is CDN\$717,648,000, but may be reduced);

- other outstanding series of notes, based on the size of their respective nominal liquidation amounts at that time; and
- the transferor amount.

*See “Deposit and Application of Funds.”*

Series 2016-3 noteholders are entitled to receive payments of principal and interest only from their allocable share of collections of receivables and other assets included in the issuing entity. If the series nominal liquidation amount is reduced, the amount of principal collections and finance charge collections allocated to the Series 2016-3 notes will be reduced, which may result in a reduction in the amounts allocated to pay principal of and interest on the Series 2016-3 notes. If the series nominal liquidation amount is less than the outstanding dollar principal amount of the Series 2016-3 notes, the principal of and interest on the Series 2016-3 notes may not be paid in full. *See “Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections” and “The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount.”*

### **Revolving Period**

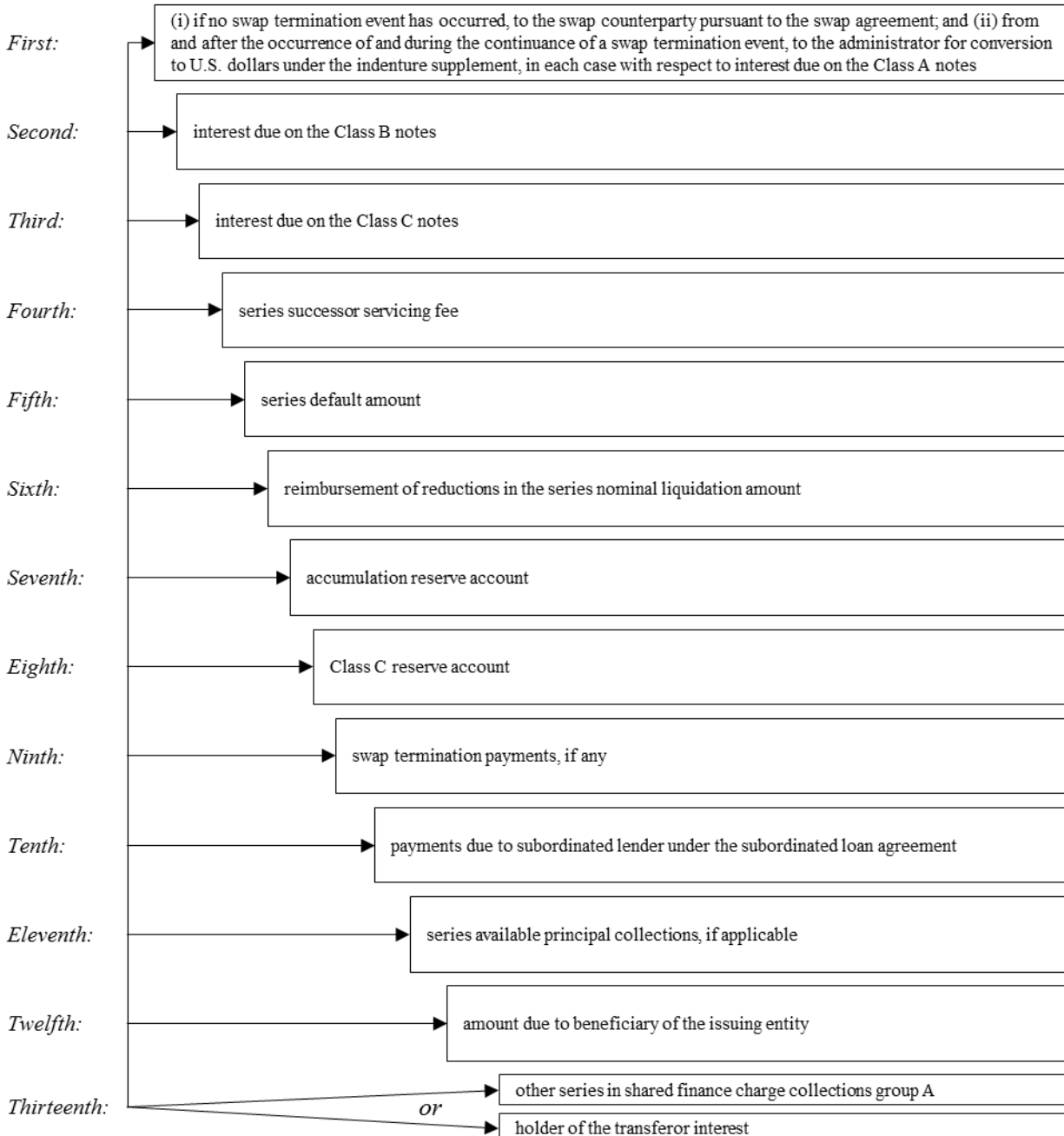
Until principal collections are needed to be accumulated for the Series 2016-3 notes, principal collections allocable to the Series 2016-3 notes will either be applied to other series in reallocation group A which are accumulating principal or paid to the holder of the transferor indebtedness. This period is commonly referred to as the revolving period. The revolving period begins on the issue date and, unless an early amortization event or event of default and acceleration of the Series 2016-3 notes occurs, ends at the commencement of the controlled accumulation period. The controlled accumulation period is scheduled to begin on May 1, 2018, but may be postponed upon a servicer determination in accordance with the 2016-3 indenture supplement. *See “The Notes—Principal Payments—Revolving Period,” “—Controlled Accumulation Period” and “—Postponement of Controlled Accumulation Period.”*

### **Application of Collections**

#### ***Payments of Interest, Fees and Other Items***

Each month, series available finance charge collections, which are the Series 2016-3 notes’ share of reallocation group A’s total finance charge collections plus certain other amounts, will generally be applied in the following priority:

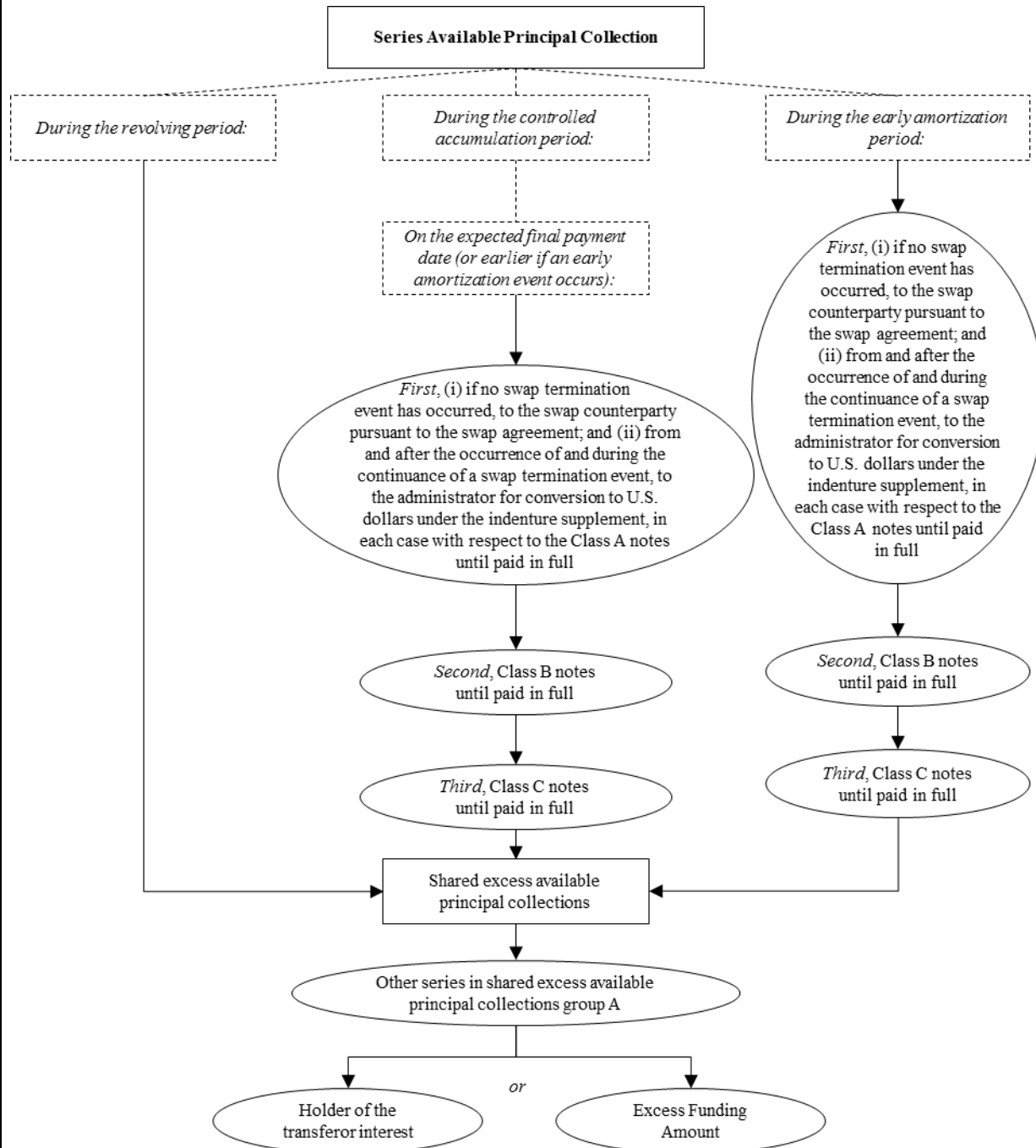
## Series Available Finance Charge Collections



See “Deposit and Application of Funds—Payments of Interest, Fees and other Items” for a detailed description of the application of series available finance charge collections.

## Payments of Principal

Each month, series available principal collections will generally be applied as follows:



During any of the revolving period, the controlled accumulation period or the early amortization period, principal collections allocated to the Series 2016-3 notes may be reallocated, if necessary, and used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount, in each case to the extent those payments have not been made from series available finance charge collections and shared excess available finance charge collections, if any, allocated from other series

of notes. For any payment date, however, these reallocated principal collections cannot exceed (i) with respect to the sum of the interest rate swap payment to the swap counterparty (or, in the case of a swap termination event, the sum of the Class A Canadian Dollar Monthly Interest and the Canadian dollar equivalent of Class A Additional Interest), the series successor servicing fee, including past due amounts thereon, and any uncovered series default amount, 6.5% of the initial series nominal liquidation amount, minus any previous reductions due to charge-offs resulting from any uncovered series default amount and due to reallocated principal collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount, in each case that have not been reimbursed and (ii) with respect to Class B Monthly Interest, Class B Additional Interest, and past due amounts thereon, 2.5% of the initial series nominal liquidation amount, minus any previous reductions due to charge-offs resulting from any uncovered series default amount and due to reallocated principal collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the series successor servicing fee or any uncovered series default amount, in each case that have not been reimbursed.

Any remaining principal collections first will be made available to other series in shared excess available principal collections group A and then will be paid to the holder of the transferor indebtedness or, if necessary, deposited into the excess funding account.

*See “Deposit and Application of Funds—Payments of Principal,” “Deposit and Application of Funds—Groups—Shared Excess Available Principal Collections,” “The Notes—Principal Payments” and “Sources of Funds to Pay the Notes—Issuing Entity Accounts” for a detailed description of the application of series available principal collections.*

#### **Servicer Compensation**

The receivables are sold on a fully-serviced basis and TD will not be entitled to receive a separate servicing fee as compensation for its servicing activities or as reimbursement for any expenses incurred by it as servicer. A successor servicer may be entitled to receive successor servicing fees as compensation for its servicing activities and as reimbursement for any expenses incurred by it as servicer. The portion of the successor servicing fee allocated to the Series 2016-3 notes will be paid from series available finance charge collections and shared excess available finance charge collections, if any, allocated from other series of notes. *See “Deposit and Application of Funds—Servicer Compensation and other Fees and Expenses.”*

#### **Reallocated Finance Charge Collections**

Finance charge collections allocated to the Series 2016-3 notes as described above in “*Allocations of Collections*” will be combined with the finance charge collections allocated to each other series in reallocation group A and then reallocated among each such series. Reallocation group A is a group of series of notes which share finance charge collections *pro rata*, based on the relative size of the required payments to each series in reallocation group A as compared to the total required payments of all series in reallocation group A. *See “Deposit and Application of Funds—Reallocations Among Different Series Within Reallocation Group A.”*

As of the issue date, there is one other series of notes that is in reallocation group A. While any series of notes may be included in reallocation group A, there can be no assurance that any other series will be included in reallocation group A. Any issuance of a new series in reallocation group A may reduce or increase the amount of finance charge collections allocated to the Series 2016-3 notes. *See “Risk Factors—Issuance of additional notes or master trust investor certificates may affect your voting rights and the timing and amount of payments to you.”*

#### **Shared Excess Available Finance Charge Collections**

The Series 2016-3 notes are included in shared excess available finance charge collections group A. As of the issue date, there is one other series of notes included in shared excess available finance charge collections group A.

To the extent that series available finance charge collections are available after all required deposits and payments described in “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*,” those excess finance charge collections will be applied to cover any shortfalls in amounts payable from finance charge collections allocated to other series of notes in shared excess available finance charge collections group A. In

addition, the Series 2016-3 notes may receive the benefits of shared excess available finance charge collections from other series of notes in shared excess available finance charge collections group A to the extent the finance charge collections allocated to such other series remain after making all required deposits and payments for those series.

Shared excess available finance charge collections from series in shared excess available finance charge collections group A will not be available for application by other series of notes that are not in shared excess available finance charge collections group A.

While any series of notes may be included in shared excess finance charge collections group A, there can be no assurance that any other series will be included in shared excess finance charge collections group A or that there will be any shared excess finance charge collections.

*See “Deposit and Application of Funds—Shared Excess Available Finance Charge Collections,” “Deposits of Collections” and “Sources of Funds to Pay the Notes—General.”*

### **Shared Excess Available Principal Collections**

The Series 2016-3 notes are included in shared excess available principal collections group A. As of the issue date, there is one other series of notes included in shared excess available principal collections group A.

To the extent that series available principal collections are available after all required deposits and payments described in *“Deposit and Application of Funds—Payments of Principal,”* those excess principal collections will be applied to cover any shortfalls in required principal deposits or payments payable from principal collections allocated to other series of notes in shared excess available principal collections group A. In addition, the Series 2016-3 notes may receive the benefits of shared excess available principal collections from other series of notes in shared excess available principal collections group A to the extent the principal collections allocated to such other series remain after making all required deposits and payments for those series.

Shared excess available principal collections from series in shared excess available principal collections group A will not be available for application by other series of notes that are not in shared excess available principal collections group A.

While any series of notes may be included in shared excess principal collections group A, there can be no assurance that any other series will be included in shared excess principal collections group A or that there will be any shared excess principal collections.

*See “Deposit and Application of Funds—Shared Excess Available Principal Collections,” “Deposits of Collections” and “Sources of Funds to Pay the Notes—General.”*

### **Issuing Entity Accounts**

For a description of the issuing entity accounts established for the benefit of all series of outstanding notes, including the collection account and the excess funding account, see *“Sources of Funds to Pay the Notes.”*

In connection with the Series 2016-3 notes, the issuing entity will establish a principal funding account, an accumulation reserve account, a Class A note payment account, an interest funding account and a Class C reserve account. The principal funding account and the accumulation reserve account are solely for the benefit of the Series 2016-3 noteholders, the Class A note payment account is solely for the benefit of the Class A noteholders, the interest funding account is solely for the benefit of the Class B noteholders and Class C noteholders; and the Class C reserve account is solely for the benefit of the Class C noteholders.

Each month, collections on the receivables and any other assets included in the issuing entity that are not allocated to the holder of the transferor indebtedness will be deposited into the collection account and allocated among each series of notes, including the Series 2016-3 notes. The amounts allocated to the Series 2016-3 notes, *plus* any other amounts to be treated as finance charge collections and principal collections for the Series 2016-3 notes, after giving effect to any reallocations, including reallocations of finance charge collections among series included in reallocation group A, will then be allocated to:



- the principal funding account;
- the accumulation reserve account;
- the interest funding account;
- the Class C reserve account;
- payments to the swap counterparty under the swap agreement; and
- other required deposits or payments as described in this offering memorandum.

The issuing entity will deposit or arrange for the deposit of certain U.S. dollar amounts received from the swap counterparty under the swap agreement, and, if applicable, U.S. dollar amounts received by the administrator under the indenture supplement to the Class A note payment account. Amounts on deposit in the Class A note payment account will be used to pay principal and interest due on the Class A notes.

Amounts on deposit in the interest funding account will be used to pay interest due on the Class B notes and the Class C notes.

See *“The Notes—Principal Payments,” “Sources of Funds to Pay the Notes—Issuing Entity Accounts,” “Deposit and Application of Funds—Targeted Deposits to the Accumulation Reserve Account” and “Targeted Deposits to the Class C Reserve Account.”*

### **Registration, Clearance and Settlement**

The Class A notes offered by this offering memorandum will be registered in the name of The Depository Trust Company or its nominee, and purchasers of those notes will not be entitled to receive physical delivery of those notes in definitive paper form except under limited circumstances. Owners of those notes may elect to hold their notes through The Depository Trust Company in the United States or through Clearstream, Luxembourg or the Euroclear system in Europe. Transfers will be made in accordance with the rules and operating procedures of those clearing systems. Because DTC will be the only registered owner of the global notes, Euroclear and Clearstream, Luxembourg will hold positions through their respective U.S. depositories, which in turn will hold positions on the books of DTC. See *“The Notes—Book-Entry Notes.”*

### **ERISA Considerations**

Subject to important considerations described under *“Benefit Plan Investors,”* the Class A notes are eligible for purchase by Persons investing assets of employee benefit plans or individual retirement accounts. If you are contemplating purchasing the Class A notes on behalf of or with plan assets of any such plan or account, you should consult with counsel regarding whether the purchase, holding or disposition of the Class A notes could give rise to a nonexempt prohibited transaction or is not otherwise permissible under ERISA or Section 4975 of the Code. Each Person that purchases, holds or disposes of a Class A note on behalf of or with plan assets of a plan or account will be deemed to represent or warrant that its purchase, holding and disposition of such Class A note will not constitute a nonexempt prohibited transaction under ERISA or the Code. For further information regarding the application of ERISA, see *“Benefit Plan Investors.”*

### **U.S. Federal Income Tax Treatment**

Upon issuance of the Class A notes, Allen & Overy LLP, special U.S. federal income tax advisers to the issuing entity, will deliver an opinion that, although there is no authority on the treatment of instruments substantially similar to the Class A notes, the Class A notes, when issued, will be treated as debt for U.S. federal income tax purposes. An opinion of U.S. tax counsel is not binding on the U.S. Internal Revenue Service (the **IRS**) or the courts, and no rulings will be sought from the IRS on any of the issues discussed under *“United States Federal Income Tax Consequences.”* There can be no assurance that the IRS or courts will agree with the conclusions expressed therein. Accordingly, investors are encouraged to consult their own tax advisers as to the U.S. federal income tax consequences of the purchase, ownership and disposition of the Class A notes, including the possible

application of state, local, non-U.S. or other tax laws, and other tax issues affecting the transaction. See *“United States Federal Income Tax Consequences”* for additional information concerning the application of U.S. federal income tax laws to the Class A notes.

### **Canadian Income Tax Consequences**

Subject to the assumptions, qualification and limitations set out under “Certain Canadian Federal Income Tax Considerations” interest paid or credited, or deemed to be paid or credited, by the issuing entity to a noteholder not resident in Canada in respect of the Class A notes or any amount received by such a noteholder on the disposition of a Class A note will be exempt from Canadian non-resident withholding tax, and, generally, there are no other Canadian income taxes that would be payable by such a noteholder as a result of holding or disposing of a Class A note. See *“Certain Canadian Federal Income Tax Considerations.”*

### **Note Ratings**

Ratings are expected to be assigned to the Series 2016-3 notes by S&P and Fitch as set out under *“Transaction Summary”* on or before the issue date. The ratings reflect the views of the rating agencies and are based on the Trust Portfolio and the structural features of the transaction, including, for example, the ratings of the swap counterparty.

The ratings of the notes of any series, class or tranche address the likelihood of the timely payment of interest on and the ultimate payment of principal of the notes. The rating agencies have not rated the ability to pay principal of any series, class or tranche of notes on the related expected final payment date or any other date prior to the legal maturity date of that series, class or tranche of notes.

Each rating should be evaluated independently of any other rating. See *“Risk Factors—The market value of the notes could decrease if the ratings of the notes are lowered or withdrawn or if there is an unsolicited issuance of a lower rating.”*

**The assignment of ratings to the Class A notes is not a recommendation to invest in the Class A notes and may be revised, suspended, qualified or withdrawn at any time by the relevant rating agency.**

### **Denominations**

The Class A notes offered by this offering memorandum will be issued in denominations of U.S.\$100,000 and multiples of U.S.\$1,000 in excess of that amount.

### **Record Date**

The record date for payment of the notes will be the last day of the calendar month immediately preceding the related payment date.

## **Risk Factors**

*The risk factors disclosed in this section describe the principal risk factors of an investment in the notes. You should consider the following risk factors before you decide whether or not to purchase the notes.*

### ***The notes are not registered under the Securities Act and have limited liquidity.***

The notes have not been registered under the Securities Act or any applicable state securities or “Blue Sky” laws and may not be offered or sold to, or for the account or benefit of, persons except in accordance with an applicable exemption from the registration requirements of the Securities Act and in compliance with any applicable state securities laws. Accordingly, the notes are being offered and sold only in a private sale exempt from the registration requirements of the Securities Act. Each purchaser of the notes will be required to have made certain acknowledgments, representations and agreements as set forth under “*Selling and Transfer Restrictions*.” Transfers of the notes may only be made pursuant to Rule 144A under the Securities Act and any applicable state securities laws or outside the U.S. to non-U.S. persons in reliance upon Regulation S. The issuing entity, the transferor, TD, and the initial purchasers have not agreed to provide registration rights to any purchaser of the notes, and none of the issuing entity, the transferor, TD, or any initial purchaser is obligated to register the notes under the Securities Act or any state securities laws or the laws of any other jurisdiction. See “*Selling and Transfer Restrictions*.”

### ***There is no public market for the notes. As a result, you may be unable to sell your notes or the price of the notes may suffer.***

The initial purchasers of the notes may assist in resales of the notes but they are not required to do so. A secondary market for any notes may not develop. If a secondary market does develop, it might not continue or it might not be sufficiently liquid to allow you to resell any of your notes.

In addition, the notes may have a more limited trading market and experience more price volatility. There may be a limited number of or no buyers when you decide to sell your notes. This may affect the price you receive for the notes or your ability to sell the notes.

You should not purchase notes unless you understand and know you can bear these investment risks and you should consider that general market conditions may adversely affect the liquidity, marketability and overall market value of your notes. You must be prepared to hold the notes until the series legal maturity date of the notes.

### ***The notes are limited recourse obligations of the issuing entity.***

The notes represent an obligation of the issuing entity with recourse limited to the receivables, including a senior ranking entitlement to be paid from collections allocable to such series of notes and amounts on deposit in, or Eligible Investments of deposits made to, the issuing entity accounts, subject to the payment priorities outlined in “*Deposit and Application of Funds*.” The issuing entity has been established under the laws of the Province of Ontario, Canada as a special purpose trust. The issuing entity has no independent business activities other than acquiring and financing the purchase of credit card receivables and related assets from time to time and other related activities, and does not have and does not expect to acquire any other significant assets. While the limited nature of the issuing entity’s business activities limits the issuing entity’s business risk, the issuing entity remains subject to all ordinary commercial risks, including fraud relating to the receivables and related transactions, or lack of performance by counterparties under any relevant agreements. The notes will not represent obligations of TD, the issuer trustee (other than in its capacity as issuer trustee), the depositor, the administrator, the swap counterparty, the indenture trustee, initial purchasers, the subordinated lender, the beneficiaries of the issuing entity, or any of their respective affiliates and you will have no recourse to collections allocable to any other series, to credit enhancement provided therefor or to any other property and assets owned by the issuing entity or the issuer trustee in its individual capacity. There is no guarantee by TD or the issuer trustee of the collection of the receivables nor has TD or the issuer trustee represented or undertaken that the receivables will realize their face value or any part thereof and, accordingly, the issuing entity will have no claim against TD, the servicer, the transferor, the issuer trustee, the depositor, the administrator, the swap counterparty, the indenture trustee, the initial purchasers, the subordinated lender, the beneficiaries of the issuing entity or any of their respective affiliates for any deficiency arising in the realization of the receivables, except as set out below under “*Sources of Funds to Pay the Notes—Indemnification*”

*and “Risk Factors—The Issuing Entity and the Transferor have limited operating history or performance record; historical performance is not representative of future performance.”*

***Certain legal matters could adversely impact the issuing entity or your notes.***

The interests of the issuing entity may be subordinate to statutory deemed trusts and other non-consensual liens, trusts and claims created or imposed by statute or rule of law on the property of TD or the transferor arising prior to the time the receivables are transferred to the issuing entity, which may reduce the amounts that may be available to the issuing entity and, consequently, the noteholders. TD will not give notice to cardholders of the transfer to the transferor or to the issuing entity of the receivables or the grant of a security interest therein by the issuing entity to the indenture trustee. However, under the receivables purchase agreement, TD will warrant to the transferor that the receivables have been transferred to the depositor free and clear of any lien. Under the trust indenture, the issuing entity will covenant that it will not permit any lien in any of the collateral (except for the lien created under the trust indenture) and will not release any security or guarantee in respect of the collateral.

The intention of TD and the transferor is that the transfer of the receivables will be treated as a sale for legal purposes. As the subject of a legal sale, the receivables do not form part of the assets of TD or the transferor and would not be available to the creditors of TD or the transferor. However, if insolvency proceedings were commenced by or against TD or the transferor, it is possible that a liquidator, receiver or creditor of TD or the transferor may attempt to argue that the transactions between TD, the transferor and the issuing entity are other than true sales of the receivables from TD to the transferor to the issuing entity. This position, if accepted by a court, could prevent timely or ultimate payment of amounts due to the issuing entity and, consequently, the noteholders could incur late payment or losses on the notes. Pursuant to the trust indenture, any proceeding relating to the insolvency of TD or the transferor will result in an early amortization event and will limit the ability for receivables to be sold to the issuing entity pursuant to certain provisions of the receivables purchase agreement and the transfer agreement. Consistent with regulatory guidelines, it is specified in the indenture supplement that no other event, including regulatory action affecting TD, as the supplier of assets, shall cause an early amortization event to occur. The application of any of the foregoing could result in a timing delay of receipt and the reduction of the amounts payable to the issuing entity and, consequently, the noteholders.

Also, in the case of the insolvency of the issuer trustee, it is possible that the creditors of the issuer trustee may attempt to argue that the assets of the issuing entity are held by the issuer trustee in its personal capacity (and not as trustee of the issuing entity) and are to be available to the creditors of the issuer trustee. Assuming that the issuer trustee deals with the assets of the issuing entity in accordance with the provisions of the declaration of trust, the assets of the issuing entity would not constitute property of the issuer trustee and would not be available to the creditors of the issuer trustee. A trustee, liquidator or administrator appointed with respect to the issuer trustee may be able to recover from the property of the issuing entity a portion of its costs that are incurred until a replacement for the issuer trustee, as trustee of the issuing entity, is appointed or pending any proceeding in respect of the property of the issuing entity. Such costs may exceed the compensation provided for in the declaration of trust.

To further support the sale of the receivables, the issuing entity will make registrations in applicable jurisdictions in respect of the assignment of the receivables to the issuing entity, as required by applicable law, and, as a result, the issuing entity would have an interest in the receivables superior to that of a liquidator of TD, the transferor and any other party with a subsequently registered security interest therein. Accordingly, in a liquidation of TD or the transferor, the issuing entity should be entitled to priority in respect of its interest in the receivables ahead of the interests of a liquidator of TD, the transferor and any other party with a subsequently registered security interest therein.

While TD is the servicer, collections held by TD may, subject to certain conditions, be commingled with the funds of TD and used for the benefit of TD prior to making required deposits, including deposits relating to payments under the notes, and, in the event of the liquidation, insolvency, receivership or administration of TD, the ability of the issuing entity to enforce its rights to the collections in a timely manner may be adversely affected and collections that have been commingled may be untraceable and unrecoverable. In the event of a Servicer Default as a result of the insolvency of TD, the right of the indenture trustee to appoint a successor servicer may be stayed or prevented.

Amounts that are on deposit from time to time in the issuing entity accounts may be invested in Eligible Investments. In the event of the liquidation, insolvency, receivership or administration of any entity with which an Eligible Investment is made or which is an issuing entity, obligor or guarantor of any Eligible Investment, the ability of the issuing entity to enforce its rights to any such Eligible Investments and the ability of the issuing entity to make payments to noteholders in a timely manner may be adversely affected and may result in a loss on some or all of the notes. In order to reduce this risk, the Eligible Investments must satisfy certain ratings criteria.

The application to a cardholder of Canadian federal bankruptcy and insolvency laws and related provincial laws could also affect the ability to collect the receivables. Canadian federal bankruptcy laws generally discharge bankrupt cardholders of their obligation to pay their debts which form part of the receivables.

***Financial regulatory reforms could adversely impact the issuing entity or your notes.***

The U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, enacted in 2010 (the **Dodd-Frank Act**), is extensive legislation that significantly impacts the financial services industry. This legislation, among other things: (a) requires U.S. federal regulators to adopt significant regulations regarding clearing, margin posting and reporting for derivatives transactions; (b) requires U.S. federal regulators to adopt regulations requiring securitizers or originators to retain at least 5% of the credit risk of securitized exposures unless the underlying exposures meet certain underwriting standards to be determined by regulation; (c) increases oversight of credit rating agencies; and (d) requires the SEC to promulgate rules generally prohibiting firms from underwriting or sponsoring a securitization that would result in a material conflict of interest with respect to investors in that securitization.

In the U.S., the Department of the Treasury, the SEC, the Financial Stability Oversight Council, the Commodity Futures Trading Commission (the **CFTC**), the Federal Reserve Board, the Office of the Comptroller of the Currency, the Consumer Financial Protection Bureau and the Federal Deposit Insurance Corporation are engaged in extensive rule-making mandated by the Dodd-Frank Act. While many of the regulations required under the Dodd-Frank Act have been adopted, certain of these regulations are not yet effective and certain other significant rule-making has not yet been finalized. As a result, the complete scope of the Dodd-Frank Act remains uncertain, and its full effect on the issuing entity, TD, the transferor or their affiliates will not be known until all of the implementing regulations have been adopted.

In particular, in addition to the regulations referred to above affecting the financial services industry generally, Title VII of the Dodd-Frank Act imposes a new regulatory framework on swap transactions, including interest rate and currency swaps of the type to be entered into by the issuing entity. As such, the issuing entity may face certain regulatory requirements under the Dodd-Frank Act, subject to any applicable exemptions or relief. The CFTC has primary regulatory jurisdiction over such swap transactions, although some regulations have been jointly issued with the SEC and other regulations relating to swaps may be issued by other U.S. regulatory agencies. Many of the regulations implementing Title VII have become effective; however, the interpretation and potential impact of these regulations is not yet entirely clear, and certain other key regulations are yet to be finalized such as proposed regulations that could require swap dealers to collect initial and variation margin for uncleared swaps. Once implemented, these new regulations could adversely affect the value, availability and performance of certain derivatives instruments and may result in additional costs and restrictions with respect to the use of those instruments.

On October 21 and 22, 2014, the SEC, the U.S. Federal Deposit Insurance Corporation, the Federal Reserve Board and certain other U.S. prudential banking regulators approved a final rule that mandates risk retention for securitizations, including credit card securitizations. The final rule requires that the sponsor maintain, unhedged, a minimum of 5% of the credit risk of the securitized assets and will become effective with respect to credit card securitizations on December 24, 2016. The final rule permits the retained risk to be held in the form of a seller's interest representing at least 5% of the aggregate unpaid principal balance of all outstanding asset-backed security interests in the issuing entity. Although the current offering is not required to comply with the risk retention rules as they are not yet effective for credit card securitizations, TD expects that the transferor indebtedness will fit within the definition of seller's interest in the final rule and satisfy the U.S. risk retention requirements without structural changes.

In Canada, a regulatory framework for swap transactions similar to the regulatory framework under Title VII is proposed by the regulators, and certain rules thereunder have become effective. Such regulatory framework may

have similar consequences for the issuing entity. In addition, it is possible that compliance with other emerging regulations could result in the imposition of higher administration expenses on the issuing entity.

No assurance can be given that the Dodd-Frank Act and related regulations, the proposed similar regulations in Canada or any other new legislative changes enacted will not have an adverse impact on the issuing entity, TD, the transferor or their affiliates, including on the receivables, the amount of notes that may be issued in the future or the issuing entity's ability to maintain or enter into swap transactions.

***Changes to consumer protection laws and the introduction of new and changes to current laws and regulations, including in the application or interpretation thereof, may impede origination or collection efforts, change account holder use patterns, reduce interest and fees, or reduce collections, any of which may result in acceleration of or reduction in payment on your notes.***

The relationship between the obligors of the receivables and TD, as credit card issuer, is regulated by the Bank Act and regulations made thereunder. Other federal consumer protection and other laws of general application also regulate this relationship, including the *Competition Act* (Canada), the *Personal Information Protection and Electronic Documents Act* (Canada), and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and its regulations. In addition, there are certain voluntary codes that govern the practices of credit card issuing banks, compliance with which is overseen by a federal regulator. All provinces and territories also have legislation which regulates credit to consumers and most provinces and territories also have legislation which regulates the use of consumer reports with respect to the issuance of credit cards and legislation which regulates collection practices, which may be relevant to the receivables to the extent that such legislation is determined to apply to Canadian federally regulated banks.

Certain legislation, regulations and voluntary codes, among other things, limit a cardholder's liability for unauthorized use, impose requirements around the issuance of premium credit card products, require that cardholders be given advance notice of at least one month if an interest rate or a fee is to increase, and impose disclosure requirements before or when an account is opened, periodically thereafter at least monthly and for changes in account terms. The information to be disclosed includes, among other things, the interest rate and fees that are charged and the minimum payment required each month. If proper disclosure is not provided respecting the interest rate and fees that are charged, the issuing entity, as the owner of the receivables, has no greater rights than the seller, and where under provincial and territorial consumer protection legislation the failure to comply with such legislation or to provide prescribed information would give rise to any liability to cardholders or to any defenses, rights of set-off or claims for reimbursement by cardholders, the issuing entity may be subject to such liabilities, defenses, rights and claims with the result that the issuing entity may be unable to recover from the obligor all or part of the credit charges owing by the obligor.

Other regulations require that credit card holders give express consent to credit limit increases, impose restrictions and requirements on debt collection practices, prohibit over-limit fees resulting from a merchant placing a hold on a credit card and entitle obligors to cancel certain on-going optional services that have been purchased on a credit card and to be refunded a proportional amount of the charges for that service based on the portion of the service that has not been used as of the effective date of cancellation, thereby reducing the balance outstanding under the particular account. It is also a requirement that credit card holders be given a minimum 21-day grace period to make payment in full before interest may be charged on new purchases and that payments on a credit card in excess of the minimum payment be allocated against charges carrying different interest rates either pro rata or based on the interest rate, beginning with charges with the highest rate and then against other charges in descending order. Regulations also prohibit banks from sending unsolicited credit card checks to holders of its credit cards. Those regulations may reduce the use of such checks, and therefore, the amount of interest that is charged on the receivables.

Receivables that were not created in compliance in all material respects with the requirements of the foregoing laws, regulations and voluntary codes and pursuant to a credit card agreement which complies in all material respects with the foregoing laws, regulations and voluntary codes may, if such non-compliance has a material adverse effect on the interest of the noteholders, be reassigned to seller. The servicer has also agreed in the servicing agreement to comply with all of its obligations required under applicable law and regulations and to indemnify the issuing entity, among other things, for any liability arising from any act or omission with respect to the issuing entity under the servicing agreement. For a discussion of the issuing entity's rights if the receivables

were not created in compliance in all material respects with applicable laws and regulations, see “*Description of the Receivables Purchase Agreement—Repurchase Obligations*” and “*—Representations and Warranties*.”

Canadian banks are the subject of extensive regulation under applicable Canadian law and regulation. Numerous legislative, regulatory and voluntary code proposals and amendments are advanced each year which, if adopted, could limit the types of products and services that may be offered and interest rates and fees that may be charged and could affect TD’s profitability or the manner in which it conducts its activities. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any governmental proposals will become law or whether there will be changes to current or new laws and regulations or their interpretation or implementation. Changes to existing consumer protection laws and regulations, or the introduction of new consumer protection laws and regulations or other laws and regulations that govern the relationship between credit cardholders and the originators of credit card accounts, including credit reporting and anti-money laundering legislation (including changes in the judicial or regulatory interpretation thereof), or the introduction of new laws or regulations of such type, may place additional requirements and obligations on the seller with respect to the origination and maintenance of credit card accounts, may limit the products or services the seller can provide or the pricing or delivery of such products, or may increase the ability of competitors to compete with the seller’s products and services. Any such legislative or interpretive changes may affect the seller’s ability to generate new receivables.

If the rate at which the seller generates new receivables declines significantly, the seller might be unable to designate Additional Accounts to be included in the Trust Portfolio, and an early amortization event with respect to the notes could occur, resulting in payment of principal to the applicable noteholders sooner than expected. If the rate at which the seller generates new receivables decreases significantly at a time when noteholders are scheduled to receive principal on their notes, such noteholders might receive principal more slowly than planned. Moreover, the seller’s failure to identify, communicate and comply with current and changing applicable laws and regulations could result in Eligible Accounts that were not created or maintained in compliance in all material respects with the requirements of such laws and regulations. If such non-compliance has a material adverse effect on the interests of the noteholders, such receivables may be reassigned to the seller. See “*Description of the Receivables Purchase Agreement—Repurchase Obligations*” and “*—Representations and Warranties*.”

On October 25, 2016, the federal government of Canada introduced legislation that would, if enacted, consolidate the consumer provisions in the Bank Act and amend certain existing provisions, with a view to updating current law and in doing so create a complete and exclusive national code for the provision by banks of products and services to consumers which would be paramount over provincial consumer protection legislation. An assessment of the full extent of the changes that will result from such legislation must await the publication of revised federal regulations, but it appears that some of the changes will place additional restrictions and obligations on the seller with respect to its provision of products and services with credit card accounts.

***Actions to limit interchange may have an Adverse Effect upon the collections and receivables available to make payment on the notes.***

In recent years, interchange rates and certain credit card network rules have been the topic of increased focus by industry groups and consumers, and increased scrutiny by regulators. In particular, Canada’s Department of Finance has indicated its intention to work with industry participants to “lower credit and acceptance costs for merchants” and in November 2014, Visa and MasterCard each announced separate voluntary commitments to Canada’s Department of Finance to reduce average effective interchange rates on personal consumer credit cards to 1.5% beginning no later than April 2015 for the next five years. The Department of Finance announced that this represents an approximate 10% reduction in average effective interchange rates. Also in November 2014, Visa and MasterCard released additional details of their respective plans to implement these commitments, which included various adjustments to interchange rates that came into effect April 2015, and, as these plans are based on certain assumptions of future credit card usage, there is a risk that Visa and MasterCard will have to make further adjustments to interchange rates and/or structure in order to ensure that the commitments are met. Interchange rates under the Visa and MasterCard plans would be lower than the interchange rates earned historically in respect of the credit card accounts during the periods covered in the tables under “*Credit Card Business of the Seller*.” These actions could potentially have an Adverse Effect upon the collections and receivables available to make payments on the notes, since interchange payable on the credit card accounts is included in collections.

In the United States and Canada, several lawsuits have been filed by merchants relating to these matters. A U.S. \$7.25 billion multi-district interchange-related settlement was approved in the United States in December 2013, however, the settlement was struck out on appeal on June 30, 2016. A number of merchants had opted out of settlement and commenced their own actions. In Canada, class actions have been filed in British Columbia and four other Canadian provinces. These lawsuits ostensibly claim \$5 billion in damages on behalf of a class of merchants affected by the credit card network rules and card acceptance practices, including interchange. The actions name the networks (Visa and MasterCard) as defendants as well as the banks which are issuers of credit cards or acquirers of network transactions. The central allegation is that, through the network rules, the industry players within each network (*e.g.*, Visa and MasterCard, and their issuers and acquirers) conspired to increase the fees paid by merchants. Although the lead case is being pursued in British Columbia, all of the class actions are being pursued cooperatively by one consortium of plaintiffs' counsel with the result that the case is effectively being pursued on a national basis and has the potential for Canada-wide impact. The British Columbia-based case was partially certified to proceed as a class action in March 2014. Both sides appealed the certification decision. On August 19, 2015, the British Columbia Court of Appeal granted in part both sides' appeals, thereby de-certifying a portion of the claim that had been certified by the lower court and certifying a portion of the claim that the lower court had not certified. No further appeal is pending and the case is proceeding to post-certification stage steps. Similar issue class actions are pending in four other Canadian provinces. These lawsuits, if successful, could potentially have an Adverse Effect upon the collections and receivables available to make payments on the notes, since interchange payable on the credit card accounts is included in collections.

Visa Canada and MasterCard International and/or their affiliates may from time to time change interchange rates or the amount of interchange paid or payable to financial institutions such as TD issuing Visa and MasterCard credit cards which could potentially have an Adverse Effect upon the collections and receivables available to make payments on the notes, since interchange payable on the credit card accounts is included in collections.

***Variations in cardholder payment patterns may result in reduced payment of principal or receipt of payment of principal earlier or later than expected.***

Principal collections available to your notes on any principal payment date or available to make deposits into an issuing entity account when required will depend on many factors, including:

- the rate of repayment of billed amounts by cardholders, which may be slower or faster than expected and which may cause payment on the notes to be earlier or later than expected;
- the extent to which cardholders use their cards, and the creation of additional receivables; and
- the rate of default by cardholders.

We cannot predict how these or other factors will affect repayment patterns or card use and, consequently, the timing and amount of payments on your notes. Any reductions in the amount or timing of payments by cardholders will reduce the amount available for distribution on the notes.

***Social, economic and geographic factors can affect charge card payments and may cause a delay in or default on payments.***

Changes in credit card use and payment patterns by cardholders result from a variety of economic, legal, regulatory and social factors. Consumer confidence and economic uncertainty are affected by world events and economic factors including capital markets activity, the rate of inflation, unemployment levels and relative interest rates. Similarly, changes of law and regulations or changes in interpretation of existing laws and regulations which may affect the rate of interest and other charges assessed against the receivables may affect credit card use and payment patterns and demographic changes and changes in consumer buying habits may affect credit card use. The public's perception of the use of credit or charge cards and incurring debt and the consequences of personal bankruptcy may change over time. The use of incentive programs (*e.g.*, rewards for card usage) and the increased availability of internet-based lending and payment platforms may also affect card use and the receivables generated. Moreover, adverse changes in economic conditions in provinces where cardholders are located or natural disasters could have a direct impact on the timing and amount of payments on your notes. In particular, economic conditions or other factors affecting provinces with high concentrations of cardholders could adversely impact the delinquency



or loss experience of the Trust Portfolio and could result in delays in payments or losses on the notes. See “Credit Card Business of the Seller” and “Annex II—Composition of the Trust Portfolio by Geographic Distribution.”

We cannot predict how these or other factors will affect repayment patterns or card use and, consequently, the timing and amount of payments on your notes. Any reductions in the amount or timing of payments by cardholders will reduce the amount available for distribution on the notes.

***Competition, increased regulation and merchant actions in the credit card and payments industries may result in a decline in TD's ability to generate new receivables. This may result in reduced payment of principal or receipt of principal earlier or later than expected.***

The Canadian credit card industry is highly competitive, operates in a legal and regulatory environment increasingly focused on the cost of interest and fees charged for credit cards and charged to merchants, and operates in an environment where merchants may take commercial actions to cause credit card companies to lower interchange rates charged to merchants. As new credit card companies enter the market and all companies try to expand their market share and third party relationships, effective advertising, target marketing and pricing strategies grow in importance. New federal and provincial laws and regulations and amendments to existing laws and regulations may be enacted to regulate further the credit card industry or to reduce finance charges or other fees or charges (including interchange) applicable to credit card accounts. In addition, certain merchants may discontinue acceptance of Visa and/or MasterCard payments by customers due to commercial or competitive considerations of the merchants. Visa Canada and MasterCard International and/or their affiliates may from time to time change interchange rates or the amount of interchange paid or payable to financial institutions such as the seller that issue Visa and MasterCard credit cards. In addition, certain credit card issuers assess interest charges or other fees or charges at rates lower than the rate currently being assessed on most of the accounts owned by the issuing entity. TD may also solicit existing cardholders to open other revolving credit card accounts which offer benefits not available under the current TD credit cards, including lower interest charges. The payments industry includes, in addition to charge, credit and debit card networks and issuers, cash, credit and automated clearing houses, as well as evolving alternative payment mechanisms, systems and products, such as aggregators, wireless payment technologies, prepaid systems and systems linked to payment cards, and bank transfer models. As the payments industry continues to evolve, increasing competition comes from non-traditional players, such as online networks, telecom providers, and software-as-a-service providers, who leverage new technologies and customers' existing charge and credit card accounts and bank relationships to create payment or other fee-based solutions. Such non-traditional players may offer different or novel products that may compete with the products offered by TD.

The competitive, regulatory and commercial nature of the credit card industry may result in a reduced amount of receivables (including interchange) collected and available to pay principal of and interest on your notes. The ability of TD to compete and operate in this environment may affect its ability to generate new receivables and might also affect payment patterns on the receivables. If the rate at which TD generates new receivables declines significantly, for any reason, including amendments to or termination of a significant affinity, rewards offering, incentive program, or co-branding program, amendments to or termination of a significant commercial card relationship or merchant acceptance of TD credit cards, TD may become unable to transfer additional receivables or additional collateral certificates or designate Additional Accounts to the transferor, who may in turn become unable to transfer such assets to the issuing entity, and an early amortization event with respect to your notes could occur, resulting in payment of principal sooner than expected or in reduced amounts. If the rate at which TD generates new receivables decreases significantly at a time when noteholders are scheduled to receive principal, noteholders might receive principal more slowly than planned or in reduced amounts.

***Changes in or termination of co-branding arrangements may affect the performance of the issuing entity's receivables and cardholder usage, and, consequently, the timing and amount of payments on your notes.***

TD has entered into a co-branding arrangement with, and may in the future enter into additional co-branding arrangements with, certain unaffiliated retail and services companies. Under these arrangements, participating cardholders earn “points” or other benefits, such as frequent flyer miles, hotel loyalty points and cash back, that may be redeemed with the co-branding partner. These arrangements are generally entered into for fixed periods of time and will terminate in accordance with their terms unless extended or renewed at the option of the parties. Currently, the only co-branding arrangement is with Aeroplan, and, as of October 31, 2016, Aeroplan receivables represent approximately 3.97% of receivables in the Trust Portfolio. The competition among card issuers and networks for

attractive co-branding arrangements is quite intense because these relationships can generate high-spending loyal cardholders.

If a significant co-branding arrangement was to experience reduced volume or termination for any reason, including expiration by its terms during the term of the notes without renewal or early termination as a result of an event of default, or a general decline in the business of any of its co-branding partners, it could affect the performance of the issuing entity's receivables, including repayment patterns, and cardholder usage of the co-branded accounts. TD cannot predict what effect, if any, changes in a significant co-branding arrangement would have on the performance of the issuing entity's receivables or cardholder usage and, consequently, the timing and amount of payments on your notes. Any reductions in the amount or timing of interest or principal payments on these receivables will reduce the amount available for payment on your notes. The Aeroplan co-branding arrangement provides that, and future co-branding arrangement may provide that, upon expiration or termination, the co-brand partner may purchase or designate a third party to purchase the receivables generated with respect to its program, which may include receivables in the issuing entity. Further, upon termination of a co-brand arrangement, cardholders may migrate their card usage to card programs of issuers other than TD. In such cases, if TD were unable to provide receivables of a similar quality arising under newly designated additional accounts, an early amortization period could begin or the performance of the issuing entity's receivables could suffer.

***A significant disruption or breach in the security of our information technology systems or an increase in fraudulent activity using TD-branded cards could lead to reputational damage to the brand and could reduce the use and acceptance of TD-branded cards, which could adversely affect the ability to generate new receivables or the amount of notes issued in the future.***

TD, its affiliates and other third parties process, transmit and store cardmember account information, and in the normal course of business, TD collects, analyzes and retains significant volumes of certain types of personally identifiable and other information pertaining to customers and employees. Information security risks for large financial institutions like TD have generally increased in recent years. Criminals are using increasingly sophisticated methods to capture various types of information relating to cardmembers' accounts, including membership rewards accounts, to engage in illegal activities such as fraud and identity theft, and to expose and exploit potential security and privacy vulnerabilities in corporate systems and websites. As outsourcing and specialization of functions within the payments industry increase, there are more third parties involved in processing transactions using TD-branded cards and there is a risk the confidentiality, privacy and/or security of data held by third parties, including merchants that accept TD-branded cards and TD's business partners, may be compromised.

TD develops and maintains systems and processes to detect and prevent data breaches and fraudulent activity, including the use of CHIP-enabled credit cards, but the development and maintenance of these systems are costly and require ongoing monitoring and updating as technologies and regulatory requirements change and efforts to overcome security measures become more sophisticated. Despite these efforts, the possibility of data breaches, malicious social engineering and fraudulent or other malicious activities cannot be eliminated entirely.

TD's information technology systems, including its transaction authorization, clearing and settlement systems, may experience service disruptions or degradation because of technology malfunction, sudden increases in customer transaction volume, natural disasters, accidents, power outages, telecommunications failures, fraud, denial-of-service and other cyber-attacks, terrorism, computer viruses, physical or electronic break-ins, or similar events. Service disruptions could prevent access to online services and account information, compromise company or customer data, and impede transaction processing and financial reporting.

If these information technology systems experience a significant disruption or if actual or perceived data breaches or fraud levels involving TD-branded cards were to rise due to the actions of third parties, employee error, malfeasance or otherwise, it could lead to regulatory intervention (such as mandatory card reissuance), increased litigation and remediation costs, greater concerns of customers relating to the privacy and security of their data, and reputational and financial damage to the TD brand, which could reduce the use and acceptance of TD-branded cards, and have an adverse impact on the issuing entity, TD, the transferor or their affiliates, including the level of receivables held in the issuing entity or the amount of notes issued in the future.

***The issuing entity and the noteholders rely on TD in various capacities.***

The servicing of the receivables, including the collection and allocation thereof, and the making of the required deposits and transfers into and withdrawals from the collection account, including transfers of interchange and recoveries into the collection account, and the various series accounts is to be performed by TD, as the servicer (and, if a Servicer Default occurs, a successor servicer). Noteholders are relying on TD's good faith, policies and procedures, expertise, historical performance, technical resources and judgment in servicing the receivables and TD may, from time to time in its sole discretion, change the policies and procedures applicable to servicing and the determination of recoveries without notice to the noteholders or the indenture trustee. It is possible that a material disruption to collections may ensue if a Servicer Default occurs and a successor servicer assumes TD's servicing obligations. In addition, the collection results achieved by a successor servicer may differ materially from the results achieved during the time TD is the servicer. If TD were to cease acting as servicer, delays in processing the collections and information in respect thereof could occur and result in delays in payments to the noteholders. See *"Sources of Funds to Pay the Notes—Servicer Default."* In servicing the credit card accounts, the servicer is required to exercise the same care and apply the same policies that it exercises in handling similar matters for its own or other comparable accounts.

Holders of the notes are relying on TD's good faith, expertise, policies and procedures, historical performance, technical resources and judgment with respect to credit adjudication in respect of cardholders.

The issuing entity is and will continue to be dependent for its administration on the diligence and skill of the employees of TD as administrator. If the administrator retains other persons to perform its obligations under the servicing agreement, the issuing entity will be dependent upon the subcontractor to provide services. Certain third parties retained by TD as administrator may be early-stage companies without a long operating history or established track record of operations. TD will remain liable and responsible for any of the powers and duties of the administrator which it delegates to a third party, but where TD in performing its duties as administrator retains a third party to provide services to it or the issuing entity, it will not be liable or responsible to the issuing entity or the issuer trustee for the activities of such third party so long as it satisfies the standard of care imposed upon it as administrator. See *"Sources of Funds to Pay the Notes—Certain Matters Regarding the Servicer and the Administrator of the Issuing Entity."*

The issuing entity will be relying on TD, as swap counterparty, to make certain payments under the swap agreement. See *"Risk Factors—Default by the swap counterparty or termination of the swap agreement could reduce or delay payments and may cause a reduction in the ratings of the notes."*

As described under *"Description of the Receivables Purchase Agreement—Repurchase Obligations,"* if TD, as account owner, breaches certain representations and warranties contained in the receivables purchase agreement relating to a credit card account or the receivables and in certain other circumstances, TD is required to repurchase the receivables related thereto. There can be no assurance that TD will be in a financial position to effect such repurchase.

The Superintendent of Financial Services (the **Superintendent**) has broad powers under the Bank Act to take control of TD or its assets if it believes that TD does not have sufficient assets to adequately protect TD's depositors and creditors or that such depositors and creditors may otherwise be materially prejudiced, or if TD fails or is expected to fail to pay its liabilities as they become due and payable. Once control has been taken, the Superintendent has broad statutory authority to do all things necessary or expedient to protect the rights and interests of the depositors and creditors of TD, including that it may apply for the winding-up of TD under the *Winding-up and Restructuring Act* (Canada).

A restructuring of TD's assets and liabilities may also be attempted under the *Canada Deposit Insurance Corporation Act* (Canada) (**CDIC Act**), where appropriate, after the Superintendent reports that (i) TD is not viable (or about to be not viable) and the Bank Act powers outlined above cannot assist, or (ii) the Superintendent can take control under the Bank Act and grounds exist for a winding-up order. The CDIC Act restructuring orders are as follows: (A) the shares and subordinated debt of TD may be vested in the Canada Deposit Insurance Corporation (**CDIC**), (B) the CDIC may be appointed as a receiver in respect of TD; or (C) a solvent federal bridge institution may be established to assume TD's liabilities. The Federal Government of Canada has also introduced a bill that, if passed in its current form, would amend the CDIC Act to allow an additional restructuring order that permits the

CDIC to convert or cause TD to convert certain of its shares and liabilities into common shares of TD or any of its affiliates.

There is considerable uncertainty about the scope of the powers afforded to the Superintendent under the Bank Act and the CDIC under the CDIC Act and how these authorities may choose to exercise them. If an instrument or order were to be made under the provisions of the Bank Act or CDIC Act in respect of TD, such instrument or order may (amongst other things) affect the ability of TD to satisfy its ongoing obligations under the transaction documents (including as seller, servicer, administrator and swap counterparty) and/or result in the cancellation, modification or conversion of certain unsecured liabilities of TD under the transaction documents or in other modifications to such documents without TD's or your consent. As a result, the making of an instrument or order in respect of TD as described above may affect the ability of the issuing entity to meet its obligations in respect of the issuing entity notes.

***Legal proceedings may have a negative impact on TD which in turn could have a negative impact on the depositor and the issuing entity.***

TD is from time to time named as a defendant or is otherwise involved in various class actions and other litigations or disputes with third parties, including regulatory enforcement proceedings, related to its businesses and operations. TD manages and mitigates the risks associated with these proceedings through a robust litigation management function. Actions currently pending against TD may result in judgments, settlements, fines, penalties, disgorgements, injunctions, business improvement orders or other results adverse to TD, which in turn could have a negative impact on the depositor and the issuing entity. See “*Legal Proceedings.*”

***Allocations of Default Amounts on Principal Receivables and reallocation of principal collections could result in a reduction in payment on your notes.***

TD, as servicer, will write-off the receivables arising in accounts in the Trust Portfolio if those receivables become uncollectible. Your notes will be allocated a portion of these Default Amounts on receivables and collateral certificates (if any) included in the issuing entity. In addition, principal collections otherwise allocable to subordinated notes may be reallocated to pay shortfalls in interest on senior notes and any other amounts specified in this offering memorandum. You may not receive full repayment of your notes and full payment of interest due if the Nominal Liquidation Amount of your notes has been reduced due to charge-offs resulting from any uncovered Default Amount allocated to your notes or due to Reallocated Principal Collections used to pay shortfalls in interest on senior notes and any other amounts specified in this offering memorandum, and those amounts have not been reimbursed from subsequently received Finance Charge Collections. For a discussion of Nominal Liquidation Amount, see “*The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount.*”

***A change in the Discount Option Percentage may result in the payment of principal earlier or later than expected.***

The transferor may, at any time and from time to time, reclassify a percentage of receivables existing and arising in all or a specified portion of the accounts in the Trust Portfolio to be treated as Finance Charge Receivables and collections received with respect to such receivables are treated as Finance Charge Collections. The remainder of such receivables are treated as Principal Receivables and collections received with respect to such receivables are treated as principal collections. This option is referred to as a discount option, and the percentage is referred to as a Discount Option Percentage. The transferor uses the discount option to provide additional yield to the issuing entity. Exercise by the transferor of the discount option (including an increase of the Discount Option Percentage) results in a larger amount of Finance Charge Receivables and Finance Charge Collections and a smaller amount of Principal Receivables and principal collections. By doing so, the transferor reduces the likelihood that an early amortization event would occur with respect to the notes due to insufficient Finance Charge Collections, but, at the same time, increases the likelihood that the transferor will have to transfer additional assets to the issuing entity. There is no guarantee that TD, the transferor or their affiliates would be able to transfer enough receivables to the issuing entity or the related master trusts or other securitization special purpose entities, or would be able to transfer additional collateral certificates to the issuing entity. This could result in an early amortization event with respect to the notes and an acceleration of or reduction in payments on the notes.

The Discount Option Percentage currently is 0% under the transfer agreement, but the transferor may change the Discount Option Percentage without your approval or the approval of any noteholder if certain conditions are satisfied as specified in “*Sources of Funds to Pay the Notes—Discount Option.*”

***Yield and payments on the receivables could decrease, resulting in receipt of principal payments earlier than the expected final payment date.***

There is no assurance that the stated principal amount of your notes will be paid on the expected final payment date.

A significant decrease for any reason in the amount of receivables included in the issuing entity or any master trust or securitization special purpose entity that has transferred a collateral certificate to the issuing entity could result in an early amortization event and in early payment of your notes, as well as decreased protection to you against defaults on the assets in the issuing entity. In addition, the effective yield on the receivables included in the issuing entity or any master trust or securitization special purpose entity that has transferred a collateral certificate to the issuing entity could decrease due to, among other things, an increase in the level of delinquencies. This could reduce the amount of available finance charge collections allocated to your series.

***Issuance of additional notes or master trust investor certificates may affect your voting rights and the timing and amount of payments to you.***

The issuing entity expects to issue notes from time to time, and a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity may issue new investor certificates (including collateral certificates) from time to time. The issuing entity may also “reopen” or later issue additional notes in any series, class or tranche of notes. New notes and master trust investor certificates (including collateral certificates) may be issued without notice to existing noteholders, and without your or their consent, and may have different terms from outstanding notes and outstanding master trust investor certificates (including collateral certificates). For a description of the conditions that must be satisfied before the issuing entity can issue new notes, see “*The Notes—Issuances of New Series, Classes or Tranches of Notes.*”

The issuance of new notes and, to the extent a master trust or other securitization special purpose entity has issued a collateral certificate included in the issuing entity, new master trust investor certificates (including collateral certificates) could adversely affect the timing and amount of payments on outstanding notes. For example, for a series which belongs to a Reallocation Group, certain notes issued after your notes and belonging to the same Reallocation Group may have a higher note interest rate than your notes and, therefore, Finance Charge Collections available to pay interest on your notes could be reduced. Also, when new notes or, to the extent a master trust or other securitization special purpose entity has issued a collateral certificate included in the issuing entity, new master trust investor certificates (including collateral certificates) are issued, the voting rights of your notes will be diluted. See “*—You may have limited or no ability to control actions under the indenture, the transfer agreement, the servicing agreement or a master trust pooling and servicing agreement. This may result in, among other things, payment of principal being accelerated when it is beneficial to you to receive payment of principal on the expected final payment date, or it may result in payment of principal not being accelerated when it is beneficial to you to receive early payment of principal.*”

***The composition of the issuing entity’s assets may change, which may decrease the credit quality of the assets securing your notes. If this occurs, your receipt of payments of principal and interest may be reduced, delayed or accelerated.***

The assets in the issuing entity will change every day. These assets may include receivables arising in designated credit card accounts owned by TD and one or more collateral certificates issued by master trusts or other securitization special purpose entities, whose assets consist primarily of receivables arising in designated credit card accounts owned by TD. An account owner may choose, or may be required, to transfer additional assets to TD or to the transferor, as applicable, so that the transferor may then transfer those additional assets to the issuing entity.

As of the date of this offering memorandum, the issuing entity’s primary assets are receivables arising in designated personal consumer and business credit card accounts owned by TD, referred to as the initial accounts, and funds on deposit in the issuer trust accounts. All newly generated receivables in the initial accounts will be

transferred to the issuing entity (unless such an initial account becomes a removed account or a purged account). In the future, the issuing entity's assets may include collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. In addition, certain Eligible Accounts called Additional Accounts may be added to the issuing entity. The composition, including the relative proportion of personal consumer and business receivables, and the amount of receivables included in the issuing entity or in a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, will change over time as new receivables are created, existing receivables are paid off or written-off, Additional Accounts are designated to have their receivables included in the issuing entity, master trust or other securitization special purpose entity, and removed accounts are designated to have their receivables removed from the issuing entity, master trust or other securitization special purpose entity. We cannot guarantee the credit quality of any receivables in the issuing entity or any master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, and with respect to the assets included in the issuing entity, we cannot guarantee that new receivables will be of the same credit quality as the receivables arising in the initial accounts.

In addition, if the issuing entity contains one or more collateral certificates, principal collections and other amounts treated as principal collections that are not required to be deposited into a principal funding account for the benefit of a series, class or tranche of notes, paid to the noteholders of a series, class or tranche, deposited into the excess funding account or used to pay shortfalls in interest on senior notes and any other amounts specified in this offering memorandum, need not be reinvested in that collateral certificate to maintain its Invested Amount, but instead may be (i) invested or reinvested in another collateral certificate included or to be included in the issuing entity or (ii) paid to the holder of the transferor indebtedness. The transferor, on behalf of the issuing entity, will direct such reinvestment of excess principal collections. Reinvestment may result in increases or decreases in the relative amounts of different types of assets included in the issuing entity. In addition, there is no obligation on the part of a master trust or other securitization special purpose entity that has transferred a collateral certificate to the issuing entity to maintain or increase the Invested Amount of that collateral certificate.

Additional receivables and additional collateral certificates may be transferred to the issuing entity or the Invested Amount of an existing collateral certificate included in the issuing entity may be increased without the payment of cash if the conditions to that transfer or increase have been satisfied.

New assets included in the issuing entity, either through a transfer of assets or the reinvestment of excess principal collections and other amounts treated as principal collections, may have characteristics, terms and conditions that are different from those of the receivables or collateral certificates initially included in the issuing entity and may be of different credit quality due to differences in underwriting criteria and payment terms. If the credit quality of the assets included in the issuing entity were to deteriorate, your receipt of principal and interest payments may be reduced, delayed or accelerated. See "Sources of Funds to Pay the Notes."

The occurrence of a payout event or early amortization event with respect to a collateral certificate will result in the early amortization of that collateral certificate. The occurrence of such payout event or early amortization event may cause an early amortization of certain or all of the notes.

***TD or its affiliates may not be able to generate new receivables, or the transferor may not be able to transfer additional collateral certificates or maintain or increase the Invested Amount of an existing collateral certificate, when required. This inability could result in an acceleration of or reduction in payments on your notes.***

The issuing entity's ability to make payments on the notes will be impaired if sufficient new receivables are not generated by TD or its affiliates. Because of regulatory restrictions or for other reasons, TD or its affiliate may be prevented from generating sufficient new receivables, or the transferor may be prevented from transferring additional assets to the issuing entity or to a master trust or other securitization special purpose entity that issued a collateral certificate included in the issuing entity. None of TD or its affiliates guarantee that new receivables will be created, that any receivables will be transferred to the issuing entity or to a master trust or other securitization special purpose entity that issues a collateral certificate (if any) to be included in the issuing entity, that the Invested Amount of the collateral certificates (if any) or receivables included in the issuing entity will be maintained or that receivables will be repaid at a particular time or with a particular pattern.

Similarly, if the Transferor Amount falls below the Required Transferor Amount or the pool balance falls below its Required Pool Balance, the transferor is required to add additional receivables or additional collateral certificates to the issuing entity, or to cause to be increased the Invested Amount of an existing collateral certificate. There is no guarantee that any account owner, the transferor or any of their affiliates would be able to add enough receivables to the issuing entity or the related master trusts or other securitization special purpose entities, or will be able to add additional collateral certificates to the issuing entity, or would be able to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity. This could result in an early amortization event with respect to the notes and an acceleration of or reduction in payments on the notes. See “*Sources of Funds to Pay the Notes—Required Transferor Amount*,” “*—Required Pool Balance*,” “*—Increases in the Invested Amount of an Existing Collateral Certificate*” and “*—Addition of Assets*.”

***TD may change the terms of the accounts in a way that reduces or slows collections. These changes may result in reduced, accelerated or delayed payments to you.***

As account owner, TD retains the right to change all terms and conditions of the accounts (including transferring an account’s payment network, such as transferring an account from the Visa payment network to the Mastercard payment network and vice-versa) subject to the restrictions described below. Changes in the terms of those accounts may reduce (i) the amount of receivables arising under those accounts, (ii) the amount of collections on those receivables, (iii) the size of a collateral certificate issued by a master trust or other securitization special purpose entity to which those accounts have been designated and their receivables transferred or (iv) the amount of collections allocated to a collateral certificate, and may increase the loss and delinquency experience of the Trust Portfolio. If payment rates decrease significantly at a time when you are scheduled to receive payments of principal, you might receive principal more slowly than expected.

Unless required to do so by applicable law, TD may not change the terms of the accounts designated to have their receivables included in the issuing entity or a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity or its policies relating to the operation of its credit card businesses, including the calculation of the amount or the timing of fees and charge-offs, unless TD reasonably believes such a change would not cause an early amortization event to occur with respect to the notes or the related collateral certificates, and TD takes the same action on its other substantially similar credit card accounts, to the extent permitted by those accounts.

TD has no restrictions on its ability to change the terms of the accounts except as described above. Changes in relevant law, changes in the marketplace or prudent business practices could cause TD to change account terms.

***If representations and warranties relating to the receivables or collateral certificates are breached, payments on your notes may be reduced.***

The transferor makes representations and warranties relating to the validity and enforceability of the receivables arising under the designated accounts in the issuing entity’s portfolio, and as to the perfection of the issuing entity’s interests in those receivables. The transferor will make similar representations and warranties to the extent that collateral certificates are included as assets of the issuing entity. In the receivables purchase agreement, TD, as account owner, makes similar representations and warranties regarding the receivables that are transferred to the transferor. However, the indenture trustee does not examine the receivables, any collateral certificates or the related assets for the purpose of determining the presence of defects, compliance with the representations and warranties or for any other purpose.

If a representation or warranty relating to the receivables or any collateral certificates in the issuing entity is violated, the related obligors may have defenses to payment or offset rights, or creditors of the transferor may claim rights to the issuing entity’s assets. If a representation or warranty is violated, the transferor may have an opportunity to cure the violation. If it is unable to cure the violation, subject to certain conditions described under “*Sources of Funds to Pay the Notes—Representations and Warranties*,” the transferor will be required to accept reassignment of each receivable or collateral certificate affected by the violation. These reassignments are the only remedy for breaches of representations and warranties, even if your damages exceed your share of the Reassignment Amount. See “*Sources of Funds to Pay the Notes—Representations and Warranties*.” Any such reassignment may result in the transferor amount falling below the Required Transferor Amount or the Pool Balance falling below the Required Pool Balance. In either case, the transferor would be required to add additional receivables or additional

collateral certificates to the issuing entity or to cause to be increased the Invested Amount of existing collateral certificates in the issuing entity. There is no guarantee that TD, the transferor or any of their affiliates would be able to add enough receivables to the issuing entity or the related master trusts or other securitization special purposes entities, or would be able to add additional collateral certificates to the issuing entity, or would be able to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity. This could result in an early amortization event with respect to the notes and an acceleration of or reduction in payments on those notes.

***You may not be able to reinvest any proceeds from an early amortization of your notes in a comparable security.***

If your notes are repaid at a time when prevailing interest rates are relatively low, you may not be able to reinvest the proceeds of that repayment in a comparable security with an effective interest rate equivalent to that of your notes.

***The market value of the notes could decrease if the ratings of the notes are lowered or withdrawn or if there is an unsolicited issuance of a lower rating.***

The initial rating of a series, class or tranche of notes addresses the likelihood of the payment of interest on that series, class or tranche when due and the ultimate payment of principal of that series, class or tranche by its legal maturity date. The ratings do not address the likelihood of payment of principal of that series, class or tranche on its expected final payment date. In addition, the ratings do not address the following:

- the likelihood that principal or interest on your notes will be prepaid, paid on the expected final payment date, or paid on any particular date before the legal maturity date of your notes;
- the possibility that your notes will be paid early (see “*The Trust Indenture—Early Amortization Events*” and “*—Events of Default*”);
- the marketability of the notes or any market price; or
- that an investment in the notes is a suitable investment for you.

The ratings of a series, class or tranche of notes are not a recommendation to buy, hold or sell that series, class or tranche of notes. Any rating may be lowered or withdrawn entirely at any time by a rating agency. In addition, a rating agency could choose to provide an unsolicited rating on a series, class or tranche of notes, without notice to or from TD, the transferor or the issuing entity, and that unsolicited rating could be lower than the ratings provided by the other rating agencies. If a series, class or tranche of notes has had its ratings lowered or withdrawn, or if a series, class or tranche of notes has received an unsolicited rating that is lower than the other ratings of such series, class or tranche of notes, the market value of the notes could decrease.

***You may have limited or no ability to control actions under the indenture, the transfer agreement, the servicing agreement or a master trust pooling and servicing agreement. This may result in, among other things, payment of principal being accelerated when it is beneficial to you to receive payment of principal on the expected final payment date, or it may result in payment of principal not being accelerated when it is beneficial to you to receive early payment of principal.***

Under the indenture, the transfer agreement and the servicing agreement (and any related supplement), some actions require the consent of noteholders holding a specified percentage of the aggregate outstanding dollar principal amount of notes of a series, class or tranche or all of the notes of that series, class or tranche. These actions include directing the appointment of a successor servicer following a Servicer Default, amending the indenture, the transfer agreement or the servicing agreement (or any related supplement) and consenting to amendments relating to the collateral certificates included in the issuing entity. In the case of votes by series, the outstanding dollar principal amount of the most senior notes will generally be substantially greater than the outstanding dollar principal amount of the subordinated notes. In such cases, the noteholders of the most senior notes will generally have the ability to determine whether and what actions should be taken. The holders of subordinated notes generally will need the concurrence of the holders of senior notes to cause actions to be taken. In addition, the noteholders of any series may



need the consent or approval of a specified percentage of the outstanding dollar principal amount of other series to take or direct certain actions, including to require the appointment of a successor servicer after a Servicer Default and to direct a repurchase of all outstanding series after certain breaches of the transferor's representations and warranties. The interests of the noteholders of any such series may not all coincide, making it more difficult for any particular noteholder to achieve the desired results from such vote. TD will be entitled to vote as noteholder of the relevant classes of notes that it holds.

Each collateral certificate, if any, included in the issuing entity will be an investor certificate under the applicable trust agreement or pooling and servicing agreement, and noteholders will have indirect consent rights under such trust agreement or pooling and servicing agreement. See *"The Trust Indenture—Voting."* Generally, under a trust agreement or pooling and servicing agreement, some actions require the vote of a specified percentage of the aggregate principal amount of all of the investor certificates. These actions may include consenting to amendments to the applicable trust agreement or pooling and servicing agreement. In the case of votes by holders of all of the investor certificates, the outstanding principal amount of the collateral certificate is and may be substantially smaller than the outstanding principal amount of the other series of investor certificates issued by the related master trust or securitization special purpose entity. Consequently, the holders of investor certificates—other than the related collateral certificate—may have the ability to determine whether and what actions should be taken. The noteholders, in exercising their voting powers under the related collateral certificate, will generally need the concurrence of the holders of the other investor certificates to cause action to be taken. In addition, with respect to any vote to liquidate the assets in a master trust or securitization special purpose entity, the noteholders may be deemed to have voted against any such liquidation.

***If an event of default occurs, your remedy options are limited and you may not receive full payment of principal and accrued interest.***

Your remedies will be limited if an event of default affecting your series, class or tranche of notes occurs. Following an event of default affecting your series, class or tranche of notes and an acceleration of your notes, any funds in an issuing entity account with respect to your series, class or tranche of notes will be applied to pay principal of and interest on your series, class or tranche of notes. Then, in each following month, principal collections and Finance Charge Collections will be deposited into the applicable issuer trust accounts and applied to make monthly principal and interest payments on your series, class or tranche of notes until the legal maturity date of your notes.

Following an event of default and acceleration, holders of the affected notes will have the ability to direct a sale of the assets in the issuing entity only under the limited circumstances as described in *"The Trust Indenture—Events of Default"* and *"Sources of Funds to Pay the Notes—Sale of Assets."*

However, following an event of default and acceleration with respect to subordinated notes of a multiple tranche series, if the indenture trustee or the noteholders of not less than 66⅔% of the outstanding dollar principal amount of the notes of the affected class or tranche direct the sale of a portion of the assets in the issuing entity, the sale will occur only if, after giving effect to that payment, the required subordination will be maintained for the senior notes of that series by the remaining notes or if such sale occurs following the legal maturity date. If the Nominal Liquidation Amount of a tranche of notes is greater than zero on its legal maturity date, the sale will take place no later than seven Business Days following that legal maturity date regardless of the subordination requirements of any senior notes.

A series, class or tranche of notes will be considered to be paid in full, the holders of that series, class or tranche of notes will have no further right or claim, and the issuing entity will have no further obligation or liability for principal of and interest on those notes, on the earliest to occur of (i) the date of the payment in full of the stated principal amount of, and any accrued, past due and additional interest on, that series, class or tranche of notes, as applicable, (ii) the date on which a sale of assets in the issuing entity has taken place with respect to that series, class or tranche of notes, as described in *"Deposit and Application of Funds—Sale of Assets"* and (iii) the seventh Business Day following the legal maturity date of that series, class or tranche of notes, in each case after giving effect to all deposits, allocations, reimbursements, reallocations, sales of assets and payments to be made on that date.

Even if a sale of assets in the issuing entity is permitted, we can give no assurance that the proceeds of the sale will be enough to pay unpaid principal of and interest on the accelerated notes.

***Potential rating agency conflict of interest and regulatory scrutiny.***

It may be perceived that the rating agencies hired to rate the notes have a conflict of interest that may affect the ratings assigned to the notes where, as is the industry standard and will be the case with the ratings of the notes, TD will pay the fees charged by the rating agencies for their rating services. Furthermore, rating agencies have been and may continue to be under scrutiny by federal, state and provincial legislative and regulatory bodies in the United States and Canada for their roles in the financial crisis and such scrutiny and any actions such legislative and regulatory bodies may take as a result thereof may also have an Adverse Effect on the perceived value of such a rating or the level of such a rating, and accordingly, the price that a subsequent purchaser would be willing to pay for the notes and the ability to resell the notes.

***Default by the swap counterparty or termination of the swap agreement could reduce or delay payments and may cause a reduction in the ratings of the notes.***

The payments received by the issuing entity from the receivables will be denominated in Canadian dollars. The issuing entity will be required, however, to make payments on the Class A notes in U.S. dollars, which payments, in the case of interest, will be calculated based on one-month LIBOR. If the swap agreement is terminated or the swap counterparty fails to perform its payment obligations, holders of notes will be exposed to the risk that the issuing entity may not be able to enter into a replacement swap agreement and may not receive sufficient funds in U.S. dollars to make payments on the notes.

If the ratings of the swap counterparty are reduced below certain levels prescribed by the rating agencies, the swap counterparty will be required to assign its rights and obligations under the swap agreement to a replacement swap provider, provide credit support and/or obtain an eligible guarantee in respect of its obligations under the swap agreement (*provided* that the guarantor of such guarantee has debt ratings at least equal to certain prescribed ratings) within certain grace periods. The swap agreement may be terminated if the swap counterparty fails to do so. If the swap agreement is terminated or the swap counterparty fails to perform its obligations (whether following a ratings downgrade or otherwise) under the swap agreement, there is no assurance that the issuing entity would be able to enter into a replacement swap agreement. Regulation of the derivatives market may make obtaining a replacement swap more difficult.

If the swap agreement is terminated and a replacement swap agreement is not entered into, the holders of the Class A notes will be exposed to ongoing foreign exchange risk because the administrator will exchange Canadian dollars for U.S. dollars in the spot exchange market to make payments of interest and principal payable on the notes. The foreign exchange rates obtained in the spot exchange market may not be as favorable as the exchange rate specified under the swap agreement and the issuing entity may not have sufficient funds for the repayment of the notes in full.

***Transaction documents governed by Canadian law and jurisdiction to enforce a United States judgment against the issuing entity or TD may be in Canada.***

Each of the transaction documents (other than the note purchase agreement) is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the parties to the transaction documents (other than the note purchase agreement) have agreed to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to legal action arising under such transaction documents.

To enforce a United States judgment against the issuing entity, the transferor or TD, including any judgment based upon the civil liability provisions of the United States federal securities laws, it may be necessary to bring an action to enforce the judgment in Canada.

***Changes in interest rates could have a negative impact on the performance of the Trust Portfolio.***

Fluctuations in and/or a rise in interest rates could have a negative impact on the performance of the Trust Portfolio. In particular, rising interest rates may affect usage and payment patterns in the accounts, including a

reduction of credit card usage, a decrease in the amount of balance maintained on accounts, and increases in delinquencies, all of which will have an Adverse Effect on the performance of the Trust Portfolio. See “*Social, economic and geographic factors can affect charge card payments and may cause a delay in or default on payments.*”

***Interest on the receivables and interest on the notes accrue at different rates.***

Some of the receivables in the Trust Portfolio may accrue periodic finance charges at a variable rate based on a designated index (such as the prime rate), while the Class A notes accrue interest at rates that float against LIBOR. Changes in such variable rate may result in a higher or lower spread between the amount of Finance Charge Collections on the receivables and the amount of interest payable on your notes. Changes in LIBOR might not be reflected in the prime rate.

Similarly, some of the receivables in the master trust may accrue periodic finance charges at fixed rates, while the Class A notes accrue interest at rates that float against LIBOR. If LIBOR increases, the interest payments on your notes and other amounts required to be funded out of Finance Charge Collections will increase, while the amount of finance charge collections on these receivables will remain the same unless and until the seller resets the fixed rates on the accounts.

***Change in law may have an Adverse Effect on the notes.***

The structure of the issue of the notes and the ratings which are to be assigned to them are based on the laws of Ontario and the laws of Canada applicable therein including federal banking, bankruptcy and income tax laws in effect as at the date of this offering memorandum. No assurance can be given as to the impact of any possible change in law, including the applicable laws, regulations and policies with respect to the issuance of notes, the notes themselves or the bankruptcy, insolvency, winding-up and receivership of the issuing entity, the transferor or TD after the date of this offering memorandum, nor can any assurance be given as to whether any such change could adversely affect the ability of the issuing entity to meet its obligations in respect of the notes or the transferor or TD to meet its obligations under the transaction documents. Any such change could adversely impact the value of the notes.

***The Issuing Entity and the Transferor have limited operating history or performance record; historical performance is not representative of future performance.***

The issuing entity and the depositor are newly-formed entities, each with only a limited operating history and performance record of its own, including entry into commitments pursuant to the transaction documents. Because the issuing entity and the Transferor have only a limited operating history, you have only a limited basis upon which to evaluate their ability to achieve their business objectives.

The historical performance of the Trust Portfolio and the Total Portfolio, as presented under “*The Total Portfolio and the Trust Portfolio*” in Annex II may not be representative of the future performance of the Total Portfolio or the Trust Portfolio in all material respects. In particular, there is a limited history of historical loss experience for the Trust Portfolio. While receivables in the Trust Portfolio are selected based on certain criteria, there can be no assurance that the Trust Portfolio will perform better than or similar to the Total Portfolio.

***United Kingdom Political Uncertainty.***

On June 23, 2016 the United Kingdom held a referendum to decide on its membership in the European Union. The resulting vote was to leave the European Union. There are a number of uncertainties in connection with the future of the United Kingdom and its relationship with the European Union, including the terms of the agreement it reaches in relation to its withdrawal from the European Union. The negotiation of the United Kingdom’s exit terms is likely to take a number of years. Until the terms and timing of the United Kingdom’s exit from the European Union are clearer, it is not possible to determine the impact that the referendum, the United Kingdom’s departure from the European Union and/or any related matters may have on the issuing entity, the notes, including the market value or the liquidity thereof in the secondary market, or the other parties to the transaction documents.

***Combination or “layering” of multiple risk factors may significantly increase the risk of loss on your notes.***

Although the various risks discussed in this offering memorandum are generally described separately, prospective investors in the notes should consider the potential effects on the notes of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss on your notes may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Trust Portfolio, the credit card business of the seller and the notes. See “*The Total Portfolio and the Trust Portfolio*” in Annex II, “*The Notes*,” “*Sources of Funds to Pay the Notes*,” and “*Credit Card Business of the Seller*” in this offering memorandum.

**Glossary**

This offering memorandum uses defined terms. You can find a listing of defined terms in the “*Glossary of Defined Terms*” beginning on page 124 of this offering memorandum.

**Use of Proceeds**

The net proceeds from the sale of the Class A notes offered by this offering memorandum, before deduction of expenses, will be paid to the transferor by the issuing entity and used by the transferor for the general corporate purposes of the transferor, including the repayment of amounts owed to TD or certain of its affiliates, who in turn will use it for their general corporate purposes.

**Plan of Distribution**

Subject to the terms and conditions set forth in the note purchase agreement for the Class A notes among J.P. Morgan Securities LLC, TD Securities (USA) LLC, and Wells Fargo Securities, LLC (the **Joint Bookrunners**), in their individual capacities and as representatives for Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc. and RBC Capital Markets, LLC (the **Co-Managers** and, together with the Joint Bookrunners, the **Initial Purchasers**), the issuing entity and TD (the **Purchase Agreement**), the issuing entity has agreed to sell to each of the Initial Purchasers, and each of the Initial Purchasers has severally and not jointly agreed to purchase from the issuing entity, the entire principal amount of the Class A notes.

TD expects to purchase directly all of the Class B notes and Class C notes upon initial issuance and, at a subsequent date, may sell all or a portion of the Class B notes and Class C notes in one or more negotiated transactions.

The Initial Purchasers initially propose to offer the Class A notes for resale at the issue price that appears on the cover of this offering memorandum. In compensation for the Initial Purchasers’ commitment, the issuing entity has agreed to pay the Initial Purchasers a commission calculated as a percentage of the purchase price for the Class A notes. The Purchase Agreement provides that the obligations of the Initial Purchasers to pay for and accept delivery of the Class A notes are subject to the approval of certain legal matters by their counsel and to certain other conditions.

After the initial offering, the offering price and other selling terms may be changed by the Initial Purchasers.

In connection with the sale of the Class A notes, the Initial Purchasers may engage in:

- over-allotments, in which members of the syndicate selling the Class A notes sell more notes than the issuing entity actually sold to the syndicate, creating a syndicate short position;
- stabilizing transactions, in which purchases and sales of the Class A notes may be made by the members of the selling syndicate at prices that do not exceed a specified maximum;
- syndicate covering transactions, in which members of the selling syndicate purchase the Class A notes in the open market after the distribution has been completed in order to cover syndicate short positions; and

- penalty bids, by which the Initial Purchasers reclaim a selling concession from a syndicate member when any of the Class A notes originally sold by that syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of the Class A notes to be higher than it would otherwise be. These transactions, if commenced, may be discontinued at any time.

The issuing entity and TD will, jointly and severally, indemnify the Initial Purchasers against certain liabilities, including liabilities under applicable securities laws, or contribute to payments the Initial Purchasers may be required to make in respect of those liabilities.

The Class A notes have not been registered under the Securities Act or under the securities or blue sky laws of any state. Accordingly, the Class A notes are subject to restrictions on resale and transfer as described in *“Selling and Transfer Restrictions.”* The Initial Purchasers have agreed in the Purchase Agreement that they will offer or sell the Class A notes only to QIBs in reliance on Rule 144A and outside the United States to non-U.S. persons in reliance on Regulation S. The Class A notes have not been and will not be qualified for sale to the public under applicable Canadian securities laws.

Any Initial Purchaser or agent that offers the Class A notes may be an affiliate of the issuing entity, and offers and sales of notes may include secondary market transactions by affiliates of the issuing entity. These affiliates may act as principal or agent in secondary market transactions. Secondary market transactions will be made at prices related to prevailing market prices at the time of sale. TD Securities (USA) LLC, an Initial Purchaser, is a wholly-owned indirect subsidiary of TD.

Any of TD, Evergreen Funding Limited Partnership or any of their affiliates may purchase or retain notes of a series, class or tranche upon initial issuance and may sell them on a subsequent date. Offers to purchase notes may be solicited directly by any of the banks, TD, Evergreen Funding Limited Partnership or any of their affiliates and sales may be made by any of the banks, TD, Evergreen Funding Limited Partnership or any of their affiliates to institutional investors or others with respect to any resale of the securities.

Initial Purchasers and agents participating in the distribution of the notes, and their controlling persons, may engage in transactions with and perform services for TD, the transferor, the issuing entity or their respective affiliates in the ordinary course of business.

### **The Issuing Entity**

Evergreen Credit Card Trust™, also referred to as the issuing entity, is a trust established under the laws of the Province of Ontario, Canada on May 9, 2016. The issuing entity’s principal offices are in Ontario, in the care of Computershare Trust Company of Canada, as issuer trustee, at the following address: 100 University Avenue, 11th Floor, North Tower, Toronto, Ontario M5J 2Y1.

Evergreen Funding Limited Partnership is the depositor and transferor to the issuing entity. Pursuant to a receivables purchase agreement, TD sells its right, title and interest in receivables in designated accounts owned by TD to Evergreen Funding Limited Partnership. See *“Description of the Receivables Purchase Agreement.”* Those receivables are then transferred, subject to certain conditions, by Evergreen Funding Limited Partnership to the issuing entity. See *“Sources of Funds to Pay the Notes—Addition of Assets.”* Evergreen Funding Limited Partnership or any of its affiliates may also be a transferor to master trusts or other securitization special purpose entities which issue collateral certificates that are included in the issuing entity.

PPSA financing statements (including registrations in respect of a Québec assignment) have been and will be filed or made, to the extent appropriate, to perfect the ownership or security interests of the issuing entity and the indenture trustee described herein. See *“Risk Factors”* for a discussion of risks associated with the issuing entity and the issuing entity’s assets and see *“Description of the Receivables Purchase Agreement,” “Sources of Funds to Pay the Notes—Representations and Warranties”* and *“The Trust Indenture—Issuing Entity Covenants”* for a discussion of certain covenants regarding the perfection of security interests.

The issuing entity operates under a declaration of trust, dated as of May 9, 2016, made by Computershare Trust Company of Canada. Its current beneficiary is a Canadian registered charity. On an annual basis or upon the termination of the issuing entity, the issuer trustee, in consultation with the administrator, may designate certain other Canadian charity or charities to be the beneficiary under the declaration of trust. The issuing entity does not have any officers or directors.

The issuer trustee may amend the declaration of trust without the consent of the beneficiary, the noteholders or the indenture trustee so long as the amendment is not reasonably expected to (i) have an Adverse Effect or (ii) significantly change the permitted activities of the issuing entity, as set forth in the declaration of trust. Accordingly, neither the indenture trustee nor any holder of any note will be entitled to vote on any such amendment.

The issuer trustee may amend the declaration of trust without the consent of the beneficiary, the noteholders or the indenture trustee to provide for (i) the establishment of multiple asset pools and the designation of assets to be included in specific asset pools or (ii) those changes necessary for compliance with securities law requirements or banking laws or regulations so long the issuing entity shall deliver to the indenture trustee and the issuer trustee an officer's certificate to the effect that the issuing entity reasonably believes that such amendment will not have an Adverse Effect and the Note Rating Agency Condition shall have been satisfied with respect to such amendment.

The issuer trustee may further amend the declaration of trust to modify, eliminate or add to the provisions of the declaration of trust, without the consent or approval of the beneficiary, to (i) facilitate compliance with changes in laws or regulations applicable to the issuer trustee or the transactions described in the declaration of trust or (ii) to enable the issuing entity to file a registration statement for the offering of securities registered under the Securities Act and to comply with the regulations thereunder, in each case upon delivery by the administrator to the indenture trustee and the issuer trustee of an officer's certificate of the administrator to the effect that (A) the administrator reasonably believes that such amendment will not have an Adverse Effect or (B) such amendment is required to remain in compliance with any change of law or regulation which applies to the issuer trustee, the indenture trustee or the transactions governed by the transaction documents.

In addition, the issuer trustee may amend the declaration of trust without consent of the beneficiary but with notice to each rating agency if holders of not less than (i) in the case of a significant change in the permitted activities of the issuing entity which the issuing entity does not reasonably expect to have an Adverse Effect, a majority of the aggregate outstanding dollar principal amount of the notes affected by an amendment consent, and (ii) in all other cases, 66<sup>2</sup>/<sub>3</sub>% of the aggregate outstanding dollar principal amount of the notes affected by an amendment consent; however, unless all of the holders of the aggregate outstanding dollar principal amount of the notes consent, the declaration of trust may not be amended for the purpose of (a) increasing or reducing the amount of, or accelerating or delaying the timing of, collections of payments in respect of the assets of the issuing entity or distributions that are required to be made for the benefit of the noteholders or (b) reducing the percentage of holders of the outstanding dollar principal amount of the notes the holders of which are required to consent to any amendment.

The issuing entity's activities will include, but not be limited to:

- acquiring and holding the receivables, collateral certificates and other assets of the issuing entity and the proceeds from these assets;
- issuing notes;
- making payments on the notes; and
- engaging in other activities that are necessary or incidental to accomplish these limited purposes.

As of the date of this offering memorandum, the issuing entity's primary assets are:

- receivables arising in designated personal consumer and business credit card accounts owned by TD; and
- funds on deposit in the issuing entity accounts.

In the future, the issuing entity may include receivables arising in additional designated personal consumer and business accounts owned by TD or any of its affiliates, and collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. It is not expected that the issuing entity will have any other significant assets or means of capitalization. The fiscal year for the issuing entity will end on the last day of October of each year.

The issuing entity has established a collection account for the purpose of receiving collections on receivables and any other assets included in the issuing entity, including collections on any collateral certificates included in the issuing entity. In addition, the issuing entity has established an excess funding account for the purpose of holding Principal Collections that would otherwise be paid to the holder of the transferor indebtedness at a time when (i) the Transferor Amount is, or as a result of a payment would become, less than the Required Transferor Amount or (ii) the Pool Balance is, or as a result of a payment would become, less than the Required Pool Balance.

Receivables originated under the designated credit card accounts included in the Trust Portfolio consist of amounts charged by cardholders for merchandise and services, annual membership fees and certain other administrative fees billed to cardholders on the accounts. *See “Credit Card Business of the Seller.”*

From time to time, pursuant to the transfer agreement, the transferor may designate a portion of the receivables in the accounts included in the Trust Portfolio to be treated as Finance Charge Receivables and collections received with respect to such receivables to be treated as Finance Charge Collections by exercising the discount option. The remainder of such receivables are treated as Principal Receivables and collections received with respect to such receivables are treated as Principal Collections. *See “Sources of Funds to Pay the Notes—Discount Option” and “Risk Factors—A change in the Discount Option Percentage may result in the payment of principal earlier or later than expected.”*

## **Transaction Parties**

### **The Seller**

TD, a chartered bank subject to the provisions of the Bank Act, was formed through the amalgamation on February 1, 1955 of The Bank of Toronto (established 1855) and The Dominion Bank (established 1869).

TD is a Schedule I Canadian Chartered Bank and carries on business subject to the provisions and regulations of the Bank Act. TD and its subsidiaries are collectively known as **TD Bank Group**. TD Bank Group is the sixth largest bank in North America by branches and serves approximately 25 million customers in three key businesses operating in a number of locations in financial centers around the globe: Canadian Retail, U.S. Retail and Wholesale Banking. TD also ranks among the world’s leading online financial services firms, with approximately 10.8 million active online and mobile customers. TD Bank Group had \$1.2 trillion in assets on July 31, 2016. TD trades under the symbol “TD” on the Toronto and New York Stock Exchanges.

TD’s head and registered office is located in 66 Wellington Street West, TD Bank Tower, Toronto, Ontario, M5K 1A2.

TD is also the swap counterparty under the swap agreement. *See “Description of the Swap Agreement.”*

Additional information, including financial information, with respect to TD is available electronically under TD’s profile on [www.sedar.com](http://www.sedar.com) (with respect to information which has been filed with the various securities commissions or similar authorities in each of the provinces and territories of Canada) and under CIK No. 0000947263 on [www.sec.gov](http://www.sec.gov) (with respect to information which has been filed with the SEC). Such websites and the additional information contained therein are not incorporated by reference into the offering memorandum and do not form part of this offering memorandum.

### **Evergreen Funding Limited Partnership**

Evergreen Funding Limited Partnership is a partnership formed under the laws of Ontario, Canada on May 9, 2016. Its sole members are TD and Evergreen GP Inc. Evergreen Funding Limited Partnership is the depositor and

transferor of the issuing entity. The address for Evergreen Funding Limited Partnership is 66 Wellington Street West, 21st Floor, TD Bank Tower, Toronto, Ontario M5K 1A2. Evergreen Funding Limited Partnership was formed for the limited purpose of purchasing, holding, owning and transferring receivables and related activities. Since its formation, Evergreen Funding Limited Partnership has been engaged in these activities solely as (i) the purchaser of receivables from TD pursuant to the related receivables purchase agreement, (ii) the transferor of receivables to the issuing entity pursuant to the transfer agreement, (iii) the holder of the transferor indebtedness in the issuing entity and (iv) the transferor that executes underwriting, subscription and purchase agreements in connection with each issuance of notes. Evergreen Funding Limited Partnership may also act as the depositor for other master trusts or securitization special purpose entities affiliated with TD, but has not done so to date.

A description of Evergreen Funding Limited Partnership's obligations as transferor of the receivables to the issuing entity can be found in "*Sources of Funds to Pay the Notes—Required Transferor Amount*," "*Required Pool Balance*," "*Increases in the Invested Amount of an Existing Collateral Certificate*," "*Addition of Assets*," "*Removal of Assets*" and "*Representations and Warranties*."

Evergreen Funding Limited Partnership was initially capitalized by TD. Pursuant to a revolving credit agreement, Evergreen Funding Limited Partnership may borrow funds from TD for the purpose of purchasing receivables under the related receivables purchase agreement. Under the revolving credit agreement, payments from Evergreen Funding Limited Partnership are due only to the extent that those funds are not required for any other purpose and so long as the payment will not cause Evergreen Funding Limited Partnership to default under the transfer agreement and other agreements.

### **The Indenture Trustee**

BNY Trust Company of Canada, a trust company governed by the laws of Canada, is the indenture trustee under the trust indenture for the notes. Its principal corporate trust office is located at 320 Bay Street, 11th Floor, Toronto, Ontario M5H 4A6. BNY Trust Company of Canada has been, and currently is, serving as indenture trustee for numerous securitization transactions and programs involving pools of credit card receivables.

There are no legal proceedings against BNY Trust Company of Canada, or to which any of its respective properties are subject, that are material to the noteholders. There are no governmental proceedings pending or known to be contemplated by governmental authorities against BNY Trust Company of Canada, or to which any of its respective properties are subject, that are material to the noteholders.

BNY Trust Company of Canada has provided the above information. Other than the previous two paragraphs and the first three sentences under "*Summary—Indenture Trustee*," BNY Trust Company of Canada has not participated in the preparation of, and is not responsible for, any other information contained in this offering memorandum.

TD, Evergreen Funding Limited Partnership, the issuing entity and their respective affiliates may, from time to time, enter into normal banking and trustee relationships with BNY Trust Company of Canada and its affiliates.

### **The Issuer Trustee**

Computershare Trust Company of Canada—also referred to herein as the "issuer trustee"—is a trust company existing under the laws of Canada. The issuer trustee's principal place of business is located at 100 University Avenue, 11th Floor, Toronto, Ontario M5J 4Y1. Computershare Trust Company of Canada has served as issuer trustee in numerous asset-backed securities transactions involving pools of credit card receivables.

Computershare Trust Company of Canada has provided the above information. Other than the above paragraph, Computershare Trust Company of Canada has not participated in the preparation of, and is not responsible for, any other information contained herein.

Computershare Trust Company of Canada is the issuer trustee of the issuing entity.



TD, Evergreen Funding Limited Partnership, the issuing entity and their respective affiliates may from time to time enter into normal banking and trustee relationships with Computershare Trust Company of Canada and its affiliates.

The issuer trustee will be indemnified from and against all liabilities, obligations, losses, damages, penalties, taxes, claims, actions, investigations, proceedings, costs, expenses or disbursements of any kind arising out of, among other things, the declaration of trust or any other related documents (or the enforcement thereof), the administration of the issuing entity's assets or the action or inaction of the issuer trustee under the declaration of trust, except for its own fraud, willful misconduct, bad faith or negligence.

The issuer trustee may resign at any time by giving 30 days prior written notice to the transferor and the administrator. The issuer trustee may also be removed as issuer trustee if it becomes insolvent, it is no longer eligible to act as issuer trustee under the declaration of trust or by a written instrument delivered by the administrator to the issuer trustee. The administrator must appoint a successor issuer trustee, such successor issuer trustee to be a federally or provincially incorporated trust company licensed to carry on business in all provinces and territories of Canada. If a successor issuer trustee has not been appointed within 30 days after giving notice of resignation or removal, the issuer trustee may apply to any court of competent jurisdiction to appoint a successor issuer trustee.

Any issuer trustee will at all times be a federally or provincially incorporated trust company licensed to carry on business in all provinces and territories of Canada.

### **Credit Card Business of the Seller**

#### **Visa and MasterCard Credit Card Accounts and Receivables**

The seller currently owns a portfolio of Visa and MasterCard credit card accounts. In this offering memorandum, the primary cardholders (on personal consumer credit card accounts) and the business and/or the owners of such business (on business credit card accounts) who use the Visa and MasterCard credit card accounts and any other persons, such as guarantors, who are obligated to make payments with respect to such accounts are referred to as "obligors." The seller, at its sole discretion, may remove or add accounts operating under the Visa and Mastercard payment networks or any other payment network or transfer an account (including an account included in the Trust Portfolio) from one payment network to another.

When an obligor makes a purchase of goods or services or receives a cash advance (including, for greater certainty, through a balance transfer, credit card check or a cash-like transaction) using a Visa or MasterCard credit card account owned by the seller, the obligor is obligated to pay the seller the full cost of the goods or services purchased or the amount advanced, which in turn creates a receivable.

Other than with respect to accounts that are "TD Venture Line of Credit Card Accounts," if an obligor pays each month the entire amount of receivables which are owing in a month within the permitted interest-free grace period, no interest will be payable on such receivables (other than amounts attributable to cash advances, balance transfer and cash-like transaction fees (including for promotional cash advances, balance transfers and credit card checks)). If the entire amount of such receivables is not paid within the permitted interest-free grace period each month, the obligor will be required to pay interest on the outstanding amount of receivables. For accounts that are "TD Venture Line of Credit Card Accounts," no interest-free grace periods are available and the obligor will be required to pay interest on the outstanding amount of receivables accruing from the day of advance. Interest payable in respect of receivables is included in Finance Charge Receivables. In addition, obligors may be required to pay certain annual fees and charges, including a fee to receive or retain their credit cards. These fees and charges, as well as Interchange Fees and any recoveries, are also included in Finance Charge Receivables. Interest accrues on cash advances, balance transfer and cash-like transaction fees (including for promotional cash advances, balance transfers and credit card checks) from the date of the advance.

Non-principal payments owing by an obligor in respect of receivables include the right to receive all interest or other Finance Charge Receivables, net of goodwill adjustments and other ordinary course adjustments and other than any foreign transaction fees but including (but not limited to) (a) check return fees, rush card fees, and overlimit fees, (b) annual membership fees, if any, in respect of such account, (c) cash advance fees and balance transfer fees and cash-like transaction fees (including for promotional cash advances, balance transfers and credit card checks),

(d) inactive account fees, if any, (e) statement reprint fees, and (f) amounts in respect of any other fees, charges or amounts which are designated by the seller to be included in Card Income at any time or from time to time.

## **General**

The receivables will be generated from transactions made by obligors under accounts originating in Canada. TD will, as servicer, service these accounts at its facilities in Canada, including Toronto, Ontario; Markham, Ontario; Montreal, Québec; and London, Ontario. In addition, the servicer has engaged a third party processor, Total Systems Services, Inc. (TSYS), which is located in Georgia, U.S. In addition, the servicer uses various vendors that are located in Canada, the U.S. and other parts of the world and the servicer may make changes to those vendors (including their locations) at any time.

The following describes certain terms and characteristics of the portfolio of personal consumer and business revolving and non-revolving credit receivables arising in the accounts.

TD is a customer of Visa Canada. Visa Inc. is the parent of Visa Canada. The commercial and other rights and obligations regarding TD's participation as a credit card issuer in Canada in the Visa payments system are contained in a services agreement and related agreements between TD and Visa Canada (and Visa Inc. under a support agreement), each as may be amended from time to time.

TD is a customer of MasterCard International. The commercial and other rights and obligations regarding TD's participation as a credit card issuer in Canada in the MasterCard payment system are contained in a brand agreement and related agreements between TD and MasterCard International, each as may be amended from time to time.

The accounts may be used to purchase goods and services and to obtain cash advances. A cash advance is made when an account is used to obtain cash on the account, including from a financial institution, automated banking machine, where an obligor draws a credit card check on the account, or when funds are advanced to pay the balance of a credit card account from another financial institution or in connection with cash-like or quasi-cash transactions involving the purchase of items that are directly convertible into cash and are similar to cash, including casino gaming chips, money orders, wire transfers, traveler's checks and gaming transactions (including betting, off-track betting and race track wagers). See "*—Visa and MasterCard Credit Card Accounts and Receivables.*" Obligors of the accounts may be eligible for benefits under TD's incentive programs (e.g., rewards for card usage) or benefits under certain co-branding arrangements. See "*—Changes in or termination of co-branding arrangements may affect the performance of the issuing entity's receivables and cardholder usage, and, consequently, the timing and amount of payments on your notes.*"

The accounts are, on the initiative of the prospective customer or through a solicitation or marketing offer by TD, principally created through applications (a) made available to customers or prospective customers, as applicable, at the banking facilities of TD, (b) mailed directly to customers or prospective customers, (c) completed through telephone, and (d) otherwise obtained by or provided to customers or prospective customers (including via the internet or a mobile device such as a tablet).

## **Acquisition and Use of Credit Cards**

When an application for a credit card is made, TD reviews that application for completeness and satisfaction of application criteria set by TD, including character, creditworthiness, capacity and debt serviceability and collateral/security. This occurs even with a pre-approved application or acceptance for a credit card that is sent by TD to an applicant who must accept that application offer from TD and confirm completeness and satisfaction of application criteria set by TD.

In addition, TD generally obtains a credit report issued by an independent credit reporting agency with respect to the applicant (including the owner(s) of a business in the case of a business credit card account).

In many cases, TD also verifies certain of the applicant's information based on its own records or independently verifies certain information (for example, income verification).

TD generally evaluates the ability of a credit card applicant in the case of personal consumer cards or obligors in the case of business cards to repay credit card balances. Adjudication criteria include use of credit risk scores, credit bureau data and customer characteristics, such as evaluation of debt capacity and consideration of TD's banking relationship with the applicant (for certain segment of business borrowers, commercial bureau and business financials are also leveraged). Once an application to open a credit card account is approved, an initial credit limit is established for the account based on, among other things, the applicant's credit risk score and the ability to pay. TD also evaluates on an on-going basis the ability of an obligor to repay credit card balances and may increase or decrease such obligor's credit limit and/or applicable interest rates or close the credit card account depending on obligor performance, utilization and payment behavior.

Each obligor (generally the primary cardholder in the case of a personal consumer credit card and the business applicant and business owner applicant(s) in the case of a business credit card account) is subject to a cardholder agreement governing the terms and conditions of the account.

Pursuant to each cardholder agreement, the seller reserves the right to change or terminate any terms, conditions, services, benefits or features of the accounts (including increasing or decreasing interest charges, annual fees, other fees, rates, charges or minimum payments). The seller may also suspend the use of an account pursuant to its fraud monitoring operations. Credit limits may be adjusted periodically based upon an evaluation of the cardholder's performance or credit worthiness, subject to any legal or regulatory requirements (for example, as of 2010 a credit limit increase on a personal credit card account cannot be implemented without first obtaining the express consent of the primary cardholder).

### **Collection of Delinquent Accounts**

Under the seller's current credit collection policies, an account becomes delinquent if the minimum payment due is not received by the seller 30 days after the payment due date disclosed on the cardholder's monthly statement. Collection actions are risk-based and may, at the seller's discretion, begin any time after the account becomes delinquent. Once the account is considered delinquent, the seller may assign a higher risk-based interest rate(s) to the account until the obligor(s) have made the required minimum payment for twelve subsequent consecutive statement periods (personal consumer credit card accounts) or two subsequent consecutive months (for business credit card accounts). As a delinquent account progresses through the collections processes, the account may, at the seller's discretion, be blocked from further use dependent on risk. In the majority of cases, a delinquent account is blocked from further use 60 days after the account first becomes delinquent. In addition, the seller may, at its discretion and in compliance with its credit collection policies, enter into arrangements with delinquent obligors (typically the primary cardholder (personal consumer credit card accounts) or business owner(s) (business credit card accounts)) to extend or otherwise change payment schedules or present additional options such as consolidation loans to support customers through financial hardship. Certain of such additional options, such as consolidation loans, may result in a payment in full of the account balance. The seller may, from time to time and in its sole discretion, modify or change its credit collection policies without notice to the noteholders or the indenture trustee.

Efforts to collect payments on delinquent accounts are made by the seller and supplemented by third party collection agencies and external counsel retained by the seller. Although the seller may have additional rights with respect to delinquent accounts under the applicable cardholder agreements, in the majority of cases the seller's practice is to include a request for payment of past due amounts on all monthly statements sent to the cardholder after the account becomes delinquent. At its discretion, the seller may also request payment of the entire outstanding balance for delinquent accounts for certain obligors.

Prior to write-off, the seller will determine collection strategies for delinquent accounts. Collection strategies for delinquent accounts include, but are not limited to, placements with collection agencies and employment of legal strategies or internal recovery efforts (including, at the seller's discretion, offsetting in whole or in part amounts owed under the delinquent accounts from an obligor's deposit account with TD) and are employed using risk metrics and scoring to determine the optimal timing and actions of collection. These actions include statement messaging, letters and telephone contact, subject to any legal and regulatory restrictions and limitations, such as those under the Credit Business Practices Regulations under the Bank Act (for example, relating to weekend calls). In the event that statement messaging and initial telephone contact fails to resolve the delinquency, the seller continues to contact the obligor(s) by telephone, mail or any other means subject to applicable legal and regulatory restrictions such as the Credit Business Practices Regulations under the Bank Act. The seller may also, at its discretion and in accordance

with its credit collection policies, delay the employment of collection strategies and permit an obligor to self-resolve a delinquent account. As of September 30, 2016, approximately 91% of delinquent accounts are cured within 30 days after the account first becomes delinquent.

The seller's current practice is to write-off receivables relating to an account when the account becomes a Defaulted Account (as defined below). From time to time, the seller may choose to sell all or a portion of the written-off receivables to third parties to maximize recoveries. Under its current collection policies, the seller will, with respect to such Defaulted Account, apply any recoveries first towards principal amounts outstanding and then towards interest and fees outstanding, though for the avoidance of doubt all such recoveries with respect to receivables included in the issuing entity will be included as Finance Charge Collections. The seller may, from time to time in its sole discretion, voluntarily change the methods used with respect to the determination of recoveries without notice to the noteholders or the indenture trustee.

An account is classified as a **Defaulted Account** if, at any time, it has Principal Receivables that are classified as being in default. A Principal Receivable is classified as being in default if at any time, it (i) is in arrears for a period of 180 days or more following the date on which the minimum payment thereunder was initially due unless (and only for such period of time as) the obligor(s) has been granted a write-off exemption with respect to those receivables, as determined in accordance with the seller's practices and procedures with respect to write-offs, (ii) no later than 30 days after the seller receives notice that an obligor under the account (typically a cardholder) has filed for bankruptcy or has a bankruptcy petition filed against it, or (iii) those receivables are written-off in accordance with the seller's practices and procedures, such as when the receivable is marked for "consumer proposal" treatment and the seller enters into an agreement with the obligor to restructure repayments on the amounts owed.

The credit evaluation, servicing and write-off policies and collection practices of the seller may change over time in accordance with the business judgment of the seller, applicable law and regulations and guidelines established by applicable regulatory authorities.

## **Interchange**

Interchange is the transfer rate exchanged between a merchant's bank or financial institution (known as the "acquirer") and a cardholder's bank or financial institutions (known as the "issuer") each time a cardholder uses its credit card (**Interchange**). Interchange is typically the largest cost component of the merchant discount rate charged by acquirers to merchants for clearing, authorizing and settling transactions on credit cards. Interchange serves to compensate the card issuing bank or financial institution, in this case the seller, for a portion of its risks and costs relating to the credit card, including for cardholder benefits and fraud protection. Merchants also benefit from interchange by receiving guaranteed payment for credit card transactions, thereby avoiding risks and other operational costs associated with other payment methods. Interchange rates are set by the payment credit card networks (such as Visa and MasterCard); banks and financial institutions such as the seller do not set interchange rates. See *"Risk Factors – Actions to limit interchange."*

## **Introduction**

The following provisions of this offering memorandum contain more detailed information concerning the Class A notes offered hereby. The notes will be issued pursuant to the trust indenture and an indenture supplement for the Series 2016-3 notes, referred to as the Series 2016-3 indenture supplement. Each of the trust indenture and the Series 2016-3 indenture supplement is between the issuing entity and BNY Trust Company of Canada, as indenture trustee. On the Issue Date, the issuing entity will issue U.S.\$ 500,000,000 of Class A Series 2016-3 Floating Rate Asset Backed Notes, CDN\$28,706,000 of Class B Series 2016-3 Fixed Rate Asset Backed Notes and CDN\$17,942,000 Class C Series 2016-3 Fixed Rate Asset Backed Notes. The Class B notes and the Class C notes are not offered by this offering memorandum and are expected to be initially sold to TD in a private transaction. If so purchased, TD may in the future at its sole discretion sell the Class B notes and the Class C notes in a separate offering without notification to any noteholders.

## **The Notes**

The following discussion and the discussion under *"Sources of Funds to Pay the Notes"* and *"The Trust Indenture"* summarize the material terms of the notes, the trust indenture, the transfer agreement, the servicing

agreement and the Series 2016-3 indenture supplement. These summaries do not purport to be complete and are qualified in their entirety by reference to the provisions of the notes, the trust indenture, the transfer agreement, the servicing agreement and the Series 2016-3 indenture supplement. The Series 2016-3 notes will be issued in classes. References to the Class A notes, the Class B notes or the Class C notes include, respectively, only the Class A notes, the Class B notes or the Class C notes of Series 2016-3. A class designation determines the relative seniority for receipt of cash flows and exposure to reductions in the Nominal Liquidation Amount of the Series 2016-3 notes. For example, the Class B notes in Series 2016-3 provide credit enhancement for the Class A notes in Series 2016-3. *See “Subordination of Interest and Principal.”*

For each Monthly Period, the Series 2016-3 notes will be allocated a portion of Finance Charge Collections, Principal Collections, the Default Amount and any Successor Servicing Fee. *See “Deposit and Application of Funds—Allocations of Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee.”* Finance Charge Collections allocated to the Series 2016-3 notes, after giving effect to any reallocations of Finance Charge Collections among series included in Reallocation Group A, along with certain other amounts, will be treated as Series Available Finance Charge Collections and applied in accordance with *“Deposit and Application of Funds—Payments of Interest, Fees and other Items.”* Principal Collections allocated to the Series 2016-3 notes, after giving effect to any reallocations of such Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, along with certain other amounts, will be treated as Series Available Principal Collections and applied in accordance with *“Deposit and Application of Funds—Payments of Principal.”* Any Default Amount allocated to the Series 2016-3 notes may reduce the Series Nominal Liquidation Amount as described in *“Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections.”*

The issuing entity will pay principal of and interest on the notes solely from the portion of Series Available Principal Collections and Series Available Finance Charge Collections and from other amounts which are available to the Series 2016-3 notes under the swap agreement, trust indenture, the transfer agreement, the servicing agreement and the Series 2016-3 indenture supplement after giving effect to all allocations and reallocations. If these sources are not sufficient to pay principal of and interest on the notes, noteholders will have no recourse to any other assets of the issuing entity or any other person or entity.

The indenture allows the issuing entity to “reopen” or later increase the amount of Series 2016-3 notes without notice by selling additional Series 2016-3 notes subject to the same terms. After the expiry of the distribution compliance period, if any, any additional Series 2016-3 notes will be treated, for all purposes, like the Series 2016-3 notes that we are offering by this offering memorandum, except that any new Series 2016-3 notes may begin to bear interest on a different date. Additional Series 2016-3 notes may be issued only if the conditions to issuance described in *“Issuances of New Series, Classes or Tranches of Notes”* are satisfied.

The Class A notes benefit from a swap agreement with the swap counterparty. *See “Description of the Swap Agreement.”*

A note is not a deposit and neither the Series 2016-3 notes nor any underlying receivables or collateral certificate are insured or guaranteed by the Federal Deposit Insurance Corporation, the Canadian Deposit Insurance Corporation or any other governmental agency or instrumentality.

#### **Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount**

The Series 2016-3 notes have a stated principal amount, an outstanding dollar principal amount, an outstanding currency specific dollar principal amount, an initial dollar principal amount, an initial currency specific dollar principal amount, an Adjusted Outstanding Dollar Principal Amount and a Nominal Liquidation Amount. Any additional Series 2016-3 notes will increase these amounts. Each class of Series 2016-3 notes has a stated principal amount, an initial dollar currency specific dollar outstanding principal amount, an initial dollar outstanding principal amount, an outstanding currency specific dollar principal amount and an outstanding dollar principal amount.

### ***Stated Principal Amount***

The stated principal amount of the Class A notes is U.S.\$500,000,000, of the Class B notes is CDN\$28,706,000, and of the Class C notes is CDN\$17,942,000.

### ***Outstanding Dollar Principal Amount and Outstanding Currency Specific Dollar Principal Amount***

The outstanding currency specific dollar principal amount for each class of notes may be in different currencies. The outstanding dollar principal amount for each class of notes is in Canadian dollars.

For the Class A notes, the outstanding currency specific dollar principal amount is, in U.S. dollars, the initial currency specific dollar principal amount of the Class A notes, *less* principal payments made to Class A noteholders, *plus* increases due to issuances of additional Class A notes. For the Class A notes, the outstanding dollar principal amount is, in Canadian dollars, the initial dollar principal amount of the Class A notes, *less* principal payments made to the Class A noteholders in Canadian dollars, *plus* increases due to issuances of additional Class A notes in Canadian dollars.

For the Class B notes, the outstanding currency specific dollar principal amount is, in Canadian dollars, the initial currency specific dollar principal amount of the Class B notes, *less* principal payments made to Class B noteholders, *plus* increases due to issuances of additional Class B notes. For the Class B notes, the outstanding dollar principal amount is, in Canadian dollars, the initial dollar principal amount of the Class B notes, *less* principal payments made to the Class B noteholders, *plus* increases due to issuances of additional Class B notes.

For the Class C notes, the outstanding currency specific dollar principal amount is, in Canadian dollars, the initial currency specific dollar principal amount of the Class C notes, *less* principal payments made to Class C noteholders, *plus* increases due to issuances of additional Class C notes. For the Class C notes, the outstanding dollar principal amount is, in Canadian dollars, the initial dollar principal amount of the Class C notes, *less* principal payments made to the Class C noteholders, *plus* increases due to issuances of additional Class C notes.

The outstanding dollar principal amount and the outstanding currency specific dollar principal amount of any class of notes will decrease as a result of each payment of principal of that class of notes, and will increase as a result of any issuance of additional notes of that class. The outstanding dollar principal amount of the Series 2016-3 notes is the Canadian dollar amount that is the sum of the outstanding dollar principal amount of each of the Class A notes, Class B notes, and Class C notes.

### ***Initial Dollar Principal Amount and Initial Currency Specific Dollar Principal Amount***

The initial currency specific dollar principal amount for each class of notes may be in different currencies. The initial dollar principal amount for each class of notes is in Canadian dollars.

For the Class A notes, the initial currency specific dollar principal amount is U.S.\$ 500,000,000 and the initial dollar principal amount is CDN\$671,000,000, which is the Canadian dollar equivalent, calculated at the initial exchange rate of 1.3420 Canadian dollars per United States dollar, of the initial currency specific dollar principal amount of the Class A notes.

For the Class B notes, the initial currency specific dollar principal amount and the initial dollar principal amount are each CDN\$28,706,000.

For the Class C notes, the initial currency specific dollar principal amount and the initial dollar principal amount are each CDN\$17,942,000.

The initial dollar principal amount of the Series 2016-3 notes is CDN\$717,648,000, which is the sum of the initial dollar principal amounts of the Class A notes, the Class B notes and the Class C notes.

### ***Adjusted Outstanding Dollar Principal Amount***

The Adjusted Outstanding Dollar Principal Amount of the Series 2016-3 notes is, in Canadian dollars, the outstanding dollar principal amount of the Series 2016-3 notes, less any amounts, in Canadian dollars, on deposit in the principal funding account.

### ***Nominal Liquidation Amount***

The Series Nominal Liquidation Amount is a Canadian dollar amount based on the initial dollar principal amount of the Series 2016-3 notes, but with some reductions and increases as described below.

The Series Nominal Liquidation Amount may be reduced as follows:

- If Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes are insufficient to cover the Series Default Amount, the Series Nominal Liquidation Amount will be reduced as described in *“Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections.”*
- Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount will reduce the Series Nominal Liquidation Amount by the amount of such Reallocated Principal Collections as described in *“Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections.”*
- The Series Nominal Liquidation Amount will be reduced by the amount on deposit in the principal funding account.
- The Series Nominal Liquidation Amount will be reduced by the amount of all payments of principal of the Series 2016-3 notes (including amounts paid to the swap counterparty on account of principal payments for the Class A notes).
- Upon a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the legal maturity date of the Series 2016-3 notes, the Series Nominal Liquidation Amount of the Series 2016-3 notes will be reduced to zero. After such a sale, Series Available Finance Charge Collections and Series Available Principal Collections will no longer be allocated to the Series 2016-3 notes. See *“Deposit and Application of Funds—Sale of Assets.”*

The Nominal Liquidation Amount of a series, class or tranche of notes can be increased as follows:

- The Series Nominal Liquidation Amount can be increased if Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes are available and applied to reimburse earlier reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, as such reimbursements are described in *“Deposit and Application of Funds—Payments of Interest, Fees and other Items.”* Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes that are used to cover the Series Default Amount or used to reimburse earlier reductions in the Series Nominal Liquidation Amount will be treated as Series Available Principal Collections.
- The Series Nominal Liquidation Amount will increase by an amount equal to the principal amount of any issuance of additional Series 2016-3 notes, or if amounts on deposit in the Principal Funding Account are deposited into the principal funding account for another series, class or tranche of notes or paid to the issuing entity.

Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes will be applied to cover the Series Default Amount after payments of interest on the Series notes, payment of the Series Successor Servicing Fee and past due amounts thereon, as described in *“Deposit and Application of Funds—Payments of Interest, Fees and other Items.”* If Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes are insufficient to cover the Series Default Amount for any Monthly Period, the Series Nominal Liquidation Amount will be reduced by the amount of such shortfall.

If, on each Payment Date, the sum of the Interest Rate Swap Payment to the swap counterparty (or, in the case of a swap termination event, the sum of the Class A Canadian Dollar Monthly Interest and the Canadian dollar equivalent of the Class A Additional Interest), Class B Monthly Interest, Class B Additional Interest, the Series Successor Servicing Fee, past due amounts thereon, and the Series Default Amount cannot be paid from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, as such payments are described in *“Deposit and Application of Funds—Payments of Interest, Fees and other Items,”* then Reallocated Principal Collections will be used to pay these amounts and the Series Nominal Liquidation Amount will be reduced by the amount of such Reallocated Principal Collections. However, with respect to the Interest Rate Swap Payment to the swap counterparty (or, in the case of a swap termination event, the sum of the Class A Canadian Dollar Monthly Interest and the Canadian dollar equivalent of the Class A Additional Interest), the Series Successor Servicing Fee, including any past due amounts thereon, and the Series Default Amount, the amount of these Reallocated Principal Collections cannot exceed 6.5% of the initial Series Nominal Liquidation Amount, *minus* reductions due to previous charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, in each case that have not been reimbursed, and with respect to Class B Monthly Interest, the Class B Additional Interest and past due amounts thereon, the amount of these Reallocated Principal Collections cannot exceed 2.5% of the initial Series Nominal Liquidation Amount, *minus* any reductions due to charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any Series Default Amount, in each case that have not been reimbursed.

In most circumstances, the Series Nominal Liquidation Amount, together with any accumulated Series Available Principal Collections held in the principal funding account, will be equal to the outstanding dollar principal amount of the Series 2016-3 notes. However, if reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount are not reimbursed through the subsequent application of Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, the stated principal amount of the Series 2016-3 notes may not be paid in full. This will occur because the amounts allocated to pay the Series 2016-3 notes is less than the stated principal amount of the Series 2016-3 notes or because the amount of Canadian dollars allocated to pay the swap counterparty is less than the amount necessary to obtain enough of the currency for payment of the Class A notes in full.

If there is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date, the Series Nominal Liquidation Amount will be reduced to zero. See *“Deposit and Application of Funds—Sale of Assets.”*

The Series Nominal Liquidation Amount may not be reduced below zero, and may not be increased above the Adjusted Outstanding Dollar Principal Amount.

The amount of reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount will be limited as described in *“Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections.”*



## Interest Payments

The Class A notes will accrue interest at an annual rate equal to LIBOR plus 0.50%. The indenture trustee will determine LIBOR for each Interest Period on the LIBOR Determination Date. The Class A note interest rate applicable to the then current and immediately preceding Interest Periods may be obtained from the indenture trustee at its corporate trust office at 320 Bay Street, 11th Floor, Toronto, Ontario M5H 4A6 or via facsimile at (416) 360-1711.

The Class B notes will accrue interest at an annual rate equal to 1.797%.

The Class C notes will accrue interest at an annual rate equal to 2.597%.

Interest on the Series 2016-3 notes will begin to accrue on the Issue Date, expected to be November 25, 2016.

Interest on the Class A notes will be calculated on the basis of the actual number of days in the immediately preceding Interest Period and a 360-day year. Interest on the Class B notes will be calculated on the basis of a 360-day year and 30 days, except that with respect to the first payment date, interest on the Class B notes will be CDN\$26,734.53. Interest on the Class C notes will be calculated on the basis of a 360-day year and 30 days, except that with respect to the first payment date, interest on the Class C notes will be CDN\$24,148.74.

Interest on the Class A notes will be paid on each Payment Date, which will be December 15, 2016 and the 15th day of each following month or, if the 15th day is not a Business Day, the following Business Day. Interest on the Class B notes and the Class C notes will be paid on each Payment Date that is the 15th day of May and November of each year, and, following the occurrence of an Event of Default with respect to the Series 2016-3 notes and acceleration of such Series 2016-3 notes, the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day.

Interest payments on the Class A notes, the Class B notes and the Class C notes on any Payment Date will be calculated on the outstanding dollar principal amount of the Class A notes, the Class B notes and the Class C notes, as applicable, as of the preceding Record Date, except that interest for the first Payment Date will accrue at the applicable note interest rate on the initial dollar principal amount of the Class A notes, the Class B notes and the Class C notes, as applicable, from the Issue Date.

Interest due on the Class A notes, the Class B notes and the Class C notes but not paid on any Payment Date will be payable on the following applicable Payment Date, together with additional interest on that amount at the applicable note interest rate. Additional interest on any class of the Series 2016-3 notes will accrue on the same basis as interest on such class of notes, and will accrue from the Payment Date on which the overdue interest became due, to but excluding the Payment Date on which the additional interest is paid.

*Provided* that no Swap Termination Event has occurred, interest payments on the Class A notes on any Payment Date will be paid from amounts received from the swap counterparty under the swap agreement in exchange for the payments made by the issuing entity to the swap counterparty under the swap agreement. Payments made to the swap counterparty will be paid from Series Available Finance Charge Collections for the related Monthly Period and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes and Reallocated Principal Collections, to the extent available, for the related Monthly Period. Interest payments on the Class B notes on any Payment Date will be paid from Series Available Finance Charge Collections for the related Monthly Period and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes for the related Monthly Period. Interest payments on the Class C notes on any Payment Date will be paid from Series Available Finance Charge Collections for the related Monthly Period and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes for the related Monthly Period and funds on deposit in the Class C Reserve Account, if any, for the related Monthly Period. During any of the revolving period, the controlled accumulation period or the early amortization period, and subject to certain limitations, principal collections allocated to the Series 2016-3 notes may also be reallocated, if necessary, and used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee or any uncovered Series Default Amount, in each case to the extent those payments have not been made from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated

from other series of notes. See *“Deposit and Application of Funds—Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections.”*

## **Principal Payments**

The issuing entity expects to pay the stated principal amount of the Series 2016-3 notes in one payment on the November 2018 Payment Date, which is the expected final payment date. However, you may receive principal payments earlier if the early amortization period begins or later if the payment rate deteriorates or insufficient Series Available Principal Collections are accumulated in the principal funding account.

*Provided* that no Swap Termination Event has occurred, principal payments on the Class A notes will be paid from amounts received from the swap counterparty under the swap agreement. The holders of the Class B notes will not begin to receive principal payments until the Class A notes have been paid in full. The holders of the Class C notes will not begin to receive principal payments until the Class A notes and the Class B notes have been paid in full. However, funds on deposit in the Class C reserve account will be available only for the Class C notes to cover certain shortfalls of principal on specified Payment Dates. See *“Deposit and Application of Funds—Withdrawals from the Class C Reserve Account.”*

It is not an event of default if the stated principal amount of the Series 2016-3 notes is not paid in full on its expected final payment date. However, if the stated principal amount of the Series 2016-3 notes is not paid in full on its expected final payment date, an early amortization event will occur. See *“The Trust Indenture—Early Amortization Events.”*

If the stated principal amount of the Series 2016-3 notes is not paid in full by its legal maturity date, an event of default will occur. See *“The Trust Indenture—Events of Default.”*

Principal of the Series 2016-3 notes may be paid earlier than its expected final payment date if an early amortization event or an optional or mandatory redemption occurs. See *“The Trust Indenture—Early Amortization Events”* and *“—Events of Default.”*

See *“Risk Factors”* for a discussion of factors that may affect the timing of principal payments on a series, class or tranche of notes.

## **Revolving Period**

Until principal collections are needed to be accumulated to pay the Series 2016-3 notes, principal collections allocable to the Series 2016-3 notes will either be applied to other series of notes in Reallocation Group A which are accumulating principal or paid to Evergreen Funding Limited Partnership, as the holder of the transferor indebtedness. This period is commonly referred to as the revolving period. The revolving period begins on the Issue Date and, unless an early amortization event or event of default and acceleration of the Series 2016-3 notes occurs, ends at the commencement of the controlled accumulation period. See *“—Controlled Accumulation Period.”*

During the revolving period, no principal payments will be made to or for the benefit of the Series 2016-3 noteholders. Instead, the Series Available Principal Collections will be treated as Shared Excess Available Principal Collections and used to pay principal to other series in Shared Excess Available Principal Collections Group A or paid to the holder of the transferor indebtedness.

## **Controlled Accumulation Period**

During the controlled accumulation period, principal will be deposited into the principal funding account. The controlled accumulation period is scheduled to begin on May 1, 2018, but may be delayed as described in *“—Postponement of Controlled Accumulation Period”* and ends on the earlier to occur of:

- the commencement of the early amortization period; and
- the payment in full of the stated principal amount of each of the Class A, Class B and Class C notes, and any accrued, past due and additional interest on, the Series 2016-3 notes.

If an early amortization event occurs with respect to the Series 2016-3 notes before the controlled accumulation period begins, there will be no controlled accumulation period and the early amortization period will begin.

On each Payment Date during the controlled accumulation period, the indenture trustee will deposit in the principal funding account an amount equal to the least of:

- Series Available Principal Collections with respect to that Payment Date;
- the applicable Controlled Deposit Amount; and
- the Series Nominal Liquidation Amount (after taking into account any adjustments on that date).

Amounts on deposit in the principal funding account will be paid on the expected final payment date *first*, (i) if no Swap Termination Event has occurred, to the swap counterparty under the swap agreement, and (ii) from and after the occurrence and during the continuation of a Swap Termination Event, to the administrator for conversion to U.S. dollars in accordance with the Series 2016-3 indenture supplement (in an amount not to exceed the Canadian dollar equivalent of the stated principal amount of the Class A notes), *second*, to Class B noteholders (to the extent such funds exceed the stated principal amount of the Class A notes or the amounts due to the swap counterparty under the swap agreement and in an amount up to the stated principal amount of the Class B notes) and *third*, to Class C noteholders (to the extent such funds exceed the sum of the stated principal amounts of the Class A notes and the Class B notes and in an amount up to the stated principal amount of the Class C notes), in each case on the expected final payment date, unless paid earlier due to the occurrence of an early amortization event.

During the controlled accumulation period, the portion of Series Available Principal Collections not deposited to the principal funding account for payment of principal of the Series 2016-3 notes or paid to the swap counterparty under the swap agreement on a Payment Date generally will be treated as Shared Excess Available Principal Collections and made available for other series in Shared Excess Available Principal Collections Group A.

We expect, but cannot assure you, that the amounts available in the principal funding account on the expected final payment date will be sufficient to pay in full (i) amounts due to the swap counterparty under the swap agreement with respect to the stated principal amount of the Class A notes and (ii) the stated principal amount of the Class B notes and the Class C notes. If there are insufficient funds on deposit in the principal funding account on the expected final payment date, an early amortization event will occur and the early amortization period will begin.

#### ***Postponement of Controlled Accumulation Period***

The controlled accumulation period currently is scheduled to begin on May 1, 2018. However, the date on which the controlled accumulation period actually begins may be delayed at the transferor's option if, after making a calculation prescribed by the Series 2016-3 indenture supplement, the servicer determines, in effect, that enough Series Available Principal Collections and enough Shared Excess Available Principal Collections for the Series 2016-3 notes from other series in Shared Excess Available Principal Collections Group A that will be in their revolving period during the controlled accumulation period are expected to be available for the Series 2016-3 notes, and that such delay will not affect the payment in full of the Series 2016-3 notes by the expected final payment date. The servicer's calculation will take into account the payment rate on the assets in the issuing entity and the stated principal amounts of other series in Shared Excess Available Principal Collections Group A that are entitled to share Principal Collections with the Series 2016-3 notes. In no case will the controlled accumulation period be delayed past October 1, 2018.

#### ***Early Amortization Period***

The early amortization period for the Series 2016-3 notes will begin at the close of business on the Business Day immediately preceding the date on which an early amortization event with respect to the Series 2016-3 notes is deemed to have occurred, and end upon the earliest to occur of:

- the payment in full of the stated principal amount of, and any accrued, past due and additional interest on, all classes of the Series 2016-3 notes;

- the date on which a sale of assets in the issuing entity has taken place (i) following an event of default and acceleration of the Series 2016-3 notes or (ii) following the series legal maturity date; and
- the seventh Business Day following the series legal maturity date,

in each case after giving effect to all deposits, allocations, reimbursements, reallocations, sales of assets and payments to be made on such date.

If the Class A notes have not been paid in full, Series Available Principal Collections and Shared Excess Available Principal Collections, if any, allocated from other series of notes will be (i) if no Swap Termination Event has occurred, paid to the swap counterparty to exchange for amounts payable by the swap counterparty to the Class A note payment account, and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, distributed to the administrator for conversion to U.S. dollars pursuant to the indenture supplement (in an amount not to exceed the Canadian dollar equivalent of the stated principal amount of the Class A notes), in each case for payment to the Class A noteholders on each Payment Date until the earliest of:

- the payment in full of the stated principal amount of, and any accrued, past due and additional interest on, the Class A notes;
- the date on which a sale of assets in the issuing entity has taken place following an event of default and acceleration of the Series 2016-3 notes; and
- the series legal maturity date.

After the Class A notes have been paid in full, and if the series legal maturity date has not occurred, Series Available Principal Collections and Shared Excess Available Principal Collections, if any, allocated from other series of notes will be paid to the Class B noteholders on each Payment Date until the earliest of:

- the payment in full of the stated principal amount of, and any accrued, past due and additional interest on, the Class B notes;
- the date on which a sale of assets in the issuing entity has taken place following an event of default and acceleration of the Series 2016-3 notes; and
- the series legal maturity date.

After the Class B notes have been paid in full, and if the series legal maturity date has not occurred, Series Available Principal Collections and Shared Excess Available Principal Collections, if any, allocated from other series of notes will be paid to the Class C noteholders on each Payment Date until the earliest of:

- the payment in full of the stated principal amount of, and any accrued, past due and additional interest on, the Class C notes;
- the date on which a sale of assets in the issuing entity has taken place following an event of default and acceleration of the Series 2016-3 notes; and
- the series legal maturity date.

If an early amortization event occurs during the controlled accumulation period, on the next Payment Date, any amount on deposit in the principal funding account will be (i) if no Swap Termination Event has occurred, paid to the swap counterparty to exchange for amounts payable by the swap counterparty to the Class A note payment account, and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the administrator for conversion to U.S. dollars pursuant to the indenture supplement (in an amount not to exceed the Canadian dollar equivalent of the stated principal amount of the Class A notes), in each case for payment to the Class A noteholders and, after the Class A notes have been paid in full, any remaining amount will be paid to the Class B noteholders and, after the Class B notes have been paid in full, any remaining amount will be paid to the Class C noteholders.

For a discussion of events that might lead to the commencement of the early amortization period, see “—*Early Amortization of the Notes*” below and “*The Notes—Redemption and Early Amortization of Notes*” and “*The Trust Indenture—Early Amortization Events*.”

### **Redemption and Early Amortization of the Notes**

Whenever the issuing entity redeems or repays the Series 2016-3 notes, it will do so only to the extent that the Series Finance Charge Collections and Series Principal Collections, including any amounts received under the swap agreement, and any amounts in the issuing entity accounts not included in Series Finance Charge Collections and Series Principal Collections allocated to the Series 2016-3 notes, are sufficient to redeem or repay Series 2016-3 notes in full. A noteholder will have no claim against the issuing entity if the issuing entity fails to make a required redemption or repayment of the Series 2016-3 notes before the legal maturity date because no funds are available for that purpose or because the notes that would otherwise be redeemed or repaid are required to provide subordination for senior notes. The failure to redeem or repay before the legal maturity date under these circumstances will not be an event of default.

#### ***Optional Redemption***

The transferor, if the transferor is an affiliate of the servicer, may, at its option, redeem all outstanding series of notes, including the Series 2016-3 notes, before their respective expected final payment date in whole but not in part at any time when the aggregate outstanding dollar principal amount of all outstanding series of notes is less than 10% of the sum of the highest outstanding dollar principal amount of each such series at any time. This redemption option is referred to as a clean-up call. In no event will the transferor redeem the notes if 25% or more of the initial dollar principal amount of any series of notes is outstanding.

If the transferor redeems the Series 2016-3 notes, it will cause the issuing entity to notify the registered holders of the Series 2016-3 notes at least 30 days prior to the redemption date. The redemption price of the Series 2016-3 notes will equal 100% of the outstanding currency specific dollar principal amount of the Series 2016-3 notes, *plus* accrued, past due and additional interest to but excluding the date of redemption.

If the transferor is unable to pay the redemption price in full on the redemption date, monthly payments on the Series 2016-3 notes will thereafter be made until either the outstanding currency specific dollar principal amount of each Series 2016-3 note and accrued interest are paid in full or the series legal maturity date occurs, whichever is earlier. Any funds in the collection account allocable to the Series 2016-3 notes, the related principal funding account and, if applicable, the Class C reserve account will be applied to make the principal and interest payments on the applicable Series 2016-3 notes on the redemption date.

#### ***Mandatory Redemption***

The Series 2016-3 notes will be subject to mandatory redemption on the expected final payment date, which will be 24 months before its legal maturity date.

#### ***Early Amortization of the Notes***

In addition, if an early amortization event occurs with respect to the Series 2016-3 notes, the issuing entity will be required to repay the Series 2016-3 notes before the expected final payment date. Following an early amortization event, repayment of principal prior to the expected final payment date will be made only to the extent funds are available for repayment after giving effect to all allocations and reallocations. The issuing entity will give notice to holders of the Series 2016-3 notes of the occurrence of an early amortization event. *See “The Trust Indenture—Early Amortization Events.”*

Each of the following events will be an early amortization event for the Series 2016-3 notes:

- if, for any Monthly Period, the Quarterly Excess Spread Percentage is less than the Required Excess Spread Percentage for such Monthly Period;

- if, when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity;
- any Servicer Default occurs that would have a material adverse effect on the Series 2016-3 noteholders;
- TD as account owner, the transferor or the issuing entity breaches other covenants, representations and warranties under the Series 2016-3 indenture supplement or any other transaction document, which breach has a material adverse effect on the Series 2016-3 noteholders and continues unremedied for a period of 60 days after written notice of such failure is given to TD or the transferor by the indenture trustee or to the transferor and the indenture trustee by any Series 2016-3 noteholder;
- the transferor fails to make any payment, transfer or deposit required to be made by it by the terms of the transfer agreement on or before the fifth Business Day after the date such payment or deposit is required to be made, or if such failure is caused by a nonwillful act of the transferor, the transferor fails to remedy such failure within five Business Days after receiving notice of such failure or otherwise becoming aware of such failure;
- the Quarterly Principal Payment Rate falls below 10%;
- the occurrence of an event of default and acceleration of the Series 2016-3 notes;
- the occurrence of the expected final payment date of the Series 2016-3 notes if the Series 2016-3 notes are not fully repaid on or prior to that date;
- the issuing entity becomes an “investment company” within the meaning of the Investment Company Act of 1940, as amended;
- the bankruptcy, insolvency, conservatorship or receivership of the transferor or TD; or
- an account owner, including TD, is unable for any reason to transfer receivables to the transferor, or the transferor is unable for any reason to transfer receivables to the issuing entity.

See “*The Notes—Redemption and Early Amortization of Notes*” and “*The Trust Indenture—Early Amortization Events*.”

### **Subordination of Interest and Principal**

The Class C notes are subordinated to the Class A notes and the Class B notes. Interest payments generally will be made first on the Class A notes and then on the Class B notes before they are made on the Class C notes. Principal payments on the Class C notes generally will not begin until both the Class A notes and the Class B notes have been paid in full. If the Series Nominal Liquidation Amount is reduced due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, the principal of and interest on the Class C notes may not be paid in full. If there is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date, as described in “*Deposit and Application of Funds—Sale of Assets*,” the net proceeds of that sale which are available to pay principal of and interest on the Series 2016-3 notes will be paid first to the Class A notes and the Class B notes before any remaining net proceeds will be available for payments due to the Class C notes.

The Class B notes are subordinated to the Class A notes. Interest payments will be made on the Class A notes before they are made on the Class B notes. Principal payments on the Class B notes will not begin until the Class A notes have been paid in full. If the Series Nominal Liquidation Amount is reduced due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, the principal of and interest on the Class B notes may not be paid in full. If there

is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date, as described in “*Deposit and Application of Funds—Sale of Assets*,” the net proceeds of that sale which are available to pay principal of and interest on the Series 2016-3 notes will be paid first to the Class A notes before any remaining net proceeds will be available for payments due to the Class B notes.

## **Issuing Entity Assets and Accounts**

### ***The Assets of the Issuing Entity***

As of the date of this offering memorandum, the issuing entity’s primary assets are receivables arising in designated personal consumer and business credit card accounts owned by TD and funds on deposit in the issuing entity accounts. In the future, the issuing entity’s assets may also include receivables arising in additional personal consumer and business credit card accounts owned by TD or any of its affiliates, and one or more collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. In addition, the Invested Amount of any existing collateral certificate included in the issuing entity may be increased or decreased from time to time.

The sole source of payment for the principal of and interest on the Series 2016-3 notes is provided by:

- the portion of Principal Collections and Finance Charge Collections allocated to the Series 2016-3 notes and available, after giving effect to any reallocations, including reallocations of Finance Charge Collections among series, if any, included in Reallocation Group A (see “*Deposit and Application of Funds—Reallocations Among Different Series Within Reallocation Group A*”);
- the Series 2016-3 notes’ allocable share of funds on deposit in the collection account and the excess funding account; and
- funds on deposit in the principal funding account, the Class A note payment account and the accumulation reserve account established for the Series 2016-3 notes and, with respect to the Class B notes and the Class C notes only, funds on deposit in the interest funding account established for the benefit of the Class B notes and the Class C notes and, with respect to the Class C notes only, funds on deposit in the Class C reserve account established for the benefit of the Class C notes.

The Series 2016-3 noteholders will have no recourse to any other assets of the issuing entity (other than Shared Excess Available Finance Charge Collections, if any, from other series in Shared Excess Available Finance Charge Collections Group A and Shared Excess Available Principal Collections, if any, from other series in Shared Excess Principal Collections Group A) or recourse to any other person or entity for payment of principal of and interest on the Series 2016-3 notes. In addition to the Series 2016-3 notes, the issuing entity may issue other series of notes.

Additional information regarding the Total Portfolio and the Trust Portfolio is provided in Annex II to this offering memorandum, which forms an integral part of this offering memorandum.

### ***The Issuing Entity Accounts***

For a description of the collection account and the excess funding account that are established for the benefit of all series of notes, see “*Sources of Funds to Pay the Notes—Issuing Entity Accounts*.”

In connection with the Series 2016-3 notes, the issuing entity will establish a principal funding account and an accumulation reserve account for the benefit of the Series 2016-3 noteholders. In addition, in connection with the Series 2016-3 notes, the issuing entity will establish a Class A note payment account solely for the benefit of the Class A noteholders; an interest funding account solely for the benefit of the Class B noteholders and the Class C noteholders; and a Class C reserve account solely for the benefit of the Class C noteholders.

### ***Principal Funding Account***

The issuing entity will establish, in the name of the indenture trustee, a principal funding account into which Series Available Principal Collections and Shared Excess Available Principal Collections, if any, allocated from other series of notes will be deposited during the controlled accumulation period. Those principal collections will be used to make payments of principal of the Series 2016-3 notes when due. For a discussion of the timing and amount of principal to be deposited into the principal funding account, see “—*Principal Payments.*”

### ***Accumulation Reserve Account***

The servicer will establish, in the name of the indenture trustee, an accumulation reserve account to cover shortfalls in investment earnings on amounts on deposit in the principal funding account.

The required amount to be deposited in the accumulation reserve account for the Series 2016-3 notes is zero. However, if more than one deposit is required to be deposited into the principal funding account to pay the principal of the Series 2016-3 notes on the expected final payment date, the amount required to be deposited will be 0.50% of the initial dollar principal amount of the Series 2016-3 notes, or such other amount designated by the issuing entity. See “*Deposit and Application of Funds—Targeted Deposits to the Accumulation Reserve Account.*”

### ***Class C Reserve Account***

The servicer will establish, in the name of the indenture trustee, a Class C reserve account to provide credit enhancement solely for the Class C noteholders. Funds on deposit in the Class C reserve account will be available to Class C noteholders to cover shortfalls in interest payable on the Payment Dates. If, on and after the earliest to occur of (i) the date on which assets in the issuing entity are sold following an event of default and acceleration of the Series 2016-3 notes, (ii) any date on or after the expected final payment date on which the amount on deposit in the principal funding account (to the extent such amount exceeds the outstanding dollar principal amount of the Class A notes and the Class B notes) *plus* the aggregate amount on deposit in the Class C reserve account equals or exceeds the outstanding dollar principal amount of the Class C notes and (iii) the series legal maturity date, the amount on deposit in the principal funding account is insufficient to pay in full the Class C notes, the amount of the deficiency will be withdrawn from the Class C reserve account and applied to pay principal of the Class C notes. Only the holders of Class C notes will have the benefit of this Class C reserve account. The Class C reserve account will be funded (*provided* that there are sufficient Series Available Finance Charge Collections and, to the extent available, Shared Excess Available Finance Charge Collections) if the Quarterly Excess Spread Percentage fall below certain levels or an early amortization event or event of default occurs. See “*Summary—Subordination; Credit Enhancement*” and “*Deposit and Application of Funds—Withdrawals from the Class C Reserve Account.*”

### ***Interest Funding Account***

The servicer will establish, in the name of the indenture trustee, an interest funding account into which the indenture trustee will deposit the amounts specified in “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*” and amounts withdrawn from the Class C reserve account as described in “*Deposit and Application of Funds—Withdrawals from the Class C Reserve Account.*” On each Interest Payment Date with respect to the Class B notes and the Class C notes, the indenture trustee will withdraw from the interest funding account and distribute funds in the following priority:

- *first*, to the Class B noteholders in an amount (not including any amounts deposited to the interest funding account from the Class C reserve account) equal to the interest payable on the Class B notes on such Interest Payment Date, including any overdue interest and additional interest thereon; and
- *second*, to the Class C noteholders in an amount (including any amounts deposited to the interest funding account from the Class C reserve account) equal to the interest payable on the Class C notes on such Interest Payment Date, including any overdue interest and additional interest thereon.

Subject to certain requirements, funds on deposit in the interest funding account may be invested in Eligible Investments at the direction of the servicer. Any earnings (net of losses and investment expenses) earned on amounts on deposit in the interest funding account for the period from and including the immediately preceding



Payment Date to but excluding such Payment Date will be withdrawn and treated as Series Available Finance Charge Collections and will not be considered as amounts on deposit in the interest funding account.

#### ***Class A Note Payment Account***

The servicer will establish, in the name of the indenture trustee, a Class A note payment account into which the issuing entity will deposit (i) all amounts received from the swap counterparty through the swap agreement (other than any Counterparty Termination Payment, any Collateral Deposit Amounts and any amounts received in respect of the Party A Initial Exchange Amount) and (ii) all amounts received from the administrator after its conversion of amounts received to U.S. dollars pursuant to the indenture supplement. The indenture trustee will withdraw from the Class A note payment account and distribute to the paying agent U.S. dollar amounts due to the Class A noteholders under the Class A notes.

#### ***Swap Collateral Account***

The Swap Collateral Account will be established by the servicer in the name of the issuing entity to hold assets comprising the Credit Support Balance of the swap counterparty; such balance to be used by the issuing entity to reduce any amount payable by the Swap Counterparty to the issuing entity upon early termination of the Swap Agreement, with an excess in the swap collateral account being returned to the swap counterparty pursuant to the terms of the swap agreement. The swap collateral account will not form part of the collateral with respect to the Series 2016-3 notes and will not secure the issuing entity's obligations to pay principal and interest on the Series 2016-3 notes.

#### **Issuances of New Series, Classes or Tranches of Notes**

The issuing entity may issue a new series, class or tranche of notes or issue additional notes of an existing series, class or tranche only if the conditions of issuance are met (or waived as described below). These conditions include:

- on or prior to the third Business Day before the new issuance is to occur, the issuing entity gives the indenture trustee and each rating agency that has rated any outstanding series, class or tranche of notes notice of the new issuance;
- on or prior to the date that the new issuance is to occur, the issuing entity delivers to the indenture trustee and each rating agency that has rated any outstanding series, class or tranche of notes a certificate to the effect that:
  - the issuing entity reasonably believes that the new issuance will not have an Adverse Effect on any outstanding notes;
  - all instruments furnished to the indenture trustee conform to the requirements of the trust indenture and constitute sufficient authority under the trust indenture for the indenture trustee to authenticate and deliver the new notes;
  - the form and terms of the new notes have been established in conformity with the provisions of the trust indenture; and
  - the issuing entity shall have satisfied such other matters as the indenture trustee may reasonably request;
- on or prior to the date that the new issuance is to occur, the Note Rating Agency Condition is satisfied with respect to such issuance;
- as of the date that the new issuance is to occur, (i) the Pool Balance as of the last day of the immediately preceding Monthly Period is equal to or greater than the Required Pool Balance as of the last day of such Monthly Period and (ii) the Transferor Amount as of the last day of the immediately preceding Monthly

Period is equal to or greater than the Required Transferor Amount as of the last day of such Monthly Period;

- in the case of notes that are “registration required obligations” as described in section 163(f)(2)(A) of the Internal Revenue Code, such notes shall be issued in registered form for U.S. federal income tax purposes or shall be issued in accordance with section 4701(b)(1)(B) of the Internal Revenue Code;
- on or prior to the date that the new issuance is to occur, the issuing entity delivers to the indenture trustee an indenture supplement relating to the applicable series, class or tranche of notes and, if applicable, a terms document relating to the applicable class or tranche of notes;
- in the case of foreign currency notes, the issuing entity appoints one or more paying agents in the appropriate countries, if requested by the indenture trustee; and
- the provisions governing required subordinated amounts, if any, are satisfied.

If the Note Rating Agency Condition has been satisfied, then any or all of the conditions described above may be waived or modified. In addition, the issuing entity may issue rated notes subject to waived, modified or additional conditions agreed to between the issuing entity and each rating agency rating such notes.

The issuing entity and the indenture trustee are not required to provide prior notice to, permit any prior review by or obtain the consent of any noteholder of, any outstanding series, class or tranche to issue any additional series, classes or tranches of notes or any additional notes of any outstanding series, class or tranche of notes.

The issuing entity may from time to time, without notice to or the consent of, the registered holders of a series, class or tranche of notes, create and issue additional notes equal in rank to the Series 2016-3 notes in all respects or in all respects except for the payment of interest accruing prior to the issue date of the further series, class or tranche of notes or the first payment of interest following the issue date of the further series, class or tranche of notes. These further series, classes or tranches of notes may be consolidated and form a single series, class or tranche with the previously issued notes and will have the same terms as to status, redemption or otherwise as the previously issued series, class or tranche of notes. In addition, the transferor may retain notes of a series, class or tranche upon initial issuance or upon a reopening of a series, class or tranche of notes and may sell them on a subsequent date.

There are no restrictions on the timing or amount of any issuance of additional notes of an outstanding series, class or tranche of notes, so long as the conditions described above are met or waived. As of the date of any issuance of additional notes of an outstanding series, class or tranche of notes, the stated principal amount, initial dollar principal amount, initial currency specific dollar principal amount, outstanding dollar principal amount, outstanding currency specific dollar principal amount and Nominal Liquidation Amount of that class or tranche will be increased to reflect the principal amount of the additional notes. If the additional notes are part of a series, class or tranche of notes that has the benefit of a derivative agreement, the issuing entity will enter into a derivative agreement for the benefit of the additional notes. In addition, if the additional notes are part of a series, class or tranche of notes that has the benefit of any supplemental credit enhancement agreement or any supplemental liquidity agreement, the issuing entity will enter into a similar supplemental credit enhancement agreement or supplemental liquidity agreement, as applicable, for the benefit of the additional notes. Furthermore, the targeted deposits, if any, to any issuing entity account will be increased proportionately to reflect the principal amount of the additional notes.

When issued, and subject to the applicable distribution compliance period, the additional notes of a series, class or tranche will be identical in all respects to the other outstanding notes of that series, class or tranche equally and ratably entitled to the benefits of the trust indenture and the related indenture supplement as applicable to the previously issued notes of such series, class or tranche without preference, priority or distinction.

### **Payments on Notes; Paying Agent**

The Class A notes offered by this offering memorandum will be delivered in book-entry form and payments of principal of and interest on the Class A notes will be made in U.S. dollars.

The issuing entity, the indenture trustee and any agent of the issuing entity or the indenture trustee will treat the registered holder of any Class A note as the absolute owner of that note, whether or not the Class A note is overdue and notwithstanding any notice to the contrary, for the purpose of making payment and for all other purposes.

The issuing entity will make payments on a Class A note to (i) the registered holder of the note at the close of business on the record date established for the related payment date and (ii) the bearer of a note in bearer form upon presentation of that bearer note on the related payment date.

The issuing entity has designated the corporate trust office of BNY Trust Company of Canada as its paying agent for the Class A notes. The issuing entity will identify any other entities appointed to serve as paying agents on a series, class or tranche of notes in the applicable offering memorandum. The issuing entity may at any time designate additional paying agents or rescind the designation of any paying agent or approve a change in the office through which any paying agent acts. However, the issuing entity will be required to maintain an office, agency or paying agent in each place of payment for a series, class or tranche of notes.

After notice by publication, all funds paid to a paying agent for the payment of the principal of or interest on any note of any series which remains unclaimed at the end of two years after the principal or interest becomes due and payable will be paid to the issuing entity. After funds are paid to the issuing entity, the holder of that note may look only to the issuing entity for payment of that principal or interest.

### **Denominations**

The Class A notes offered by this offering memorandum will be issued in denominations of U.S.\$100,000 and multiples of U.S.\$1,000 in excess of that amount.

### **Record Date**

The Record Date for payment of the notes will be the last day of the calendar month immediately preceding the related payment date.

### **Governing Law**

The laws of the province of Ontario and the federal laws of Canada applicable therein will govern the notes and the trust indenture.

### **Form, Exchange and Registration and Transfer of Notes**

The Class A notes are being offered and sold (a) in the United States to QIBs in reliance on Rule 144A under the Securities Act and (b) outside of the United States to non-U.S. persons in reliance on Regulation S under the Securities Act. Class A notes will be issued at the closing of this offering only against payment in immediately available funds.

The Class A notes offered and sold to QIBs in reliance on Rule 144A under the Securities Act will initially be represented by a global note in registered form without interest coupons (**Rule 144A Global Note**).

The Class A notes offered and sold in reliance on Regulation S will initially be represented by a global note in registered form without interest coupons (**Regulation S Global Note**). Prior to the expiry of the period of 40 days after the later of the commencement of the offering and the Issue Date, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in “*Selling and Transfer Restrictions*” and may not be held otherwise than through Euroclear or Clearstream, Luxembourg, and such Regulation S Global Note will bear a legend regarding such restrictions on transfer as described in “*Selling and Transfer Restrictions*.”

The Regulation S Global Notes and the Rule 144A Global Notes are together referred to as **Registered Global Notes**. Registered Global Notes will be deposited with a custodian for, and registered in the name of a nominee of, the Depository Trust Company (**DTC**) for credit to an account of a direct or indirect participant (including Euroclear and Clearstream, Luxembourg) as described below. We refer to each beneficial interest in a Registered Global Note

as a book-entry note. For a description of the special provisions that apply to book-entry notes, see “—*Book-Entry Notes*. ”

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. Series 2016-3 notes (including beneficial interests in the Registered Global Notes) are subject to certain restrictions on transfer and will bear a restrictive legend as described under “*Selling and Transfer Restrictions*. ”

### **Book-Entry Notes**

The Class A notes offered by this offering memorandum will be delivered in book-entry form. This means that, except under the limited circumstances described under “—*Definitive Notes*, ” purchasers of notes will not be entitled to have the notes registered in their names and will not be entitled to receive physical delivery of the Class A notes in definitive paper form. Instead, upon issuance, all of the notes of a class will be represented by one or more Registered Global Notes.

Each Registered Global Note representing a Class A note will be held by a securities depository named The Depository Trust Company and will be registered in the name of its nominee, Cede & Co. No Registered Global Note representing Class A notes may be transferred except as a whole by DTC to a nominee of DTC, or by a nominee of DTC to another nominee of DTC. Thus, DTC or its nominee will be the only registered holder of the Class A notes and will be considered the sole representative of the beneficial owners of the Class A notes for purposes of the trust indenture.

The registration of the Registered Global Notes in the name of Cede & Co. will not affect beneficial ownership and is performed merely to facilitate subsequent transfers. The book-entry system, which is also the system through which most publicly traded common stock is held, is used because it eliminates the need for physical movement of securities. The laws of some jurisdictions, however, may require some purchasers to take physical delivery of their notes in definitive form. These laws may impair the ability to own or transfer book-entry notes.

Purchasers of notes in the United States may hold interests in the Registered Global Notes through DTC, either directly, if they are participants in that system—such as a bank, brokerage house or other institution that maintains securities accounts for customers with DTC or its nominee—or otherwise indirectly through a participant in DTC. Purchasers of notes outside the United States may hold interests in the Registered Global Notes through Clearstream, Luxembourg, or through Euroclear Bank S.A./N.V., as operator of the Euroclear system.

Because DTC will be the only registered owner of the Registered Global Notes, Clearstream, Luxembourg and Euroclear will hold positions through their respective U.S. depositories, which in turn will hold positions on the books of DTC.

As long as the notes are in book-entry form, they will be evidenced solely by entries on the books of DTC, its participants and any indirect participants. DTC will maintain records showing:

- the ownership interests of its participants, including the U.S. depositories; and
- all transfers of ownership interests between its participants.

The participants and indirect participants, in turn, will maintain records showing:

- the ownership interests of their customers, including indirect participants, that hold the notes through those participants; and
- all transfers between these persons.

Thus, each beneficial owner of a book-entry note will hold its note indirectly through a hierarchy of intermediaries, with DTC at the “top” and the beneficial owner’s own securities intermediary at the “bottom.”

The issuing entity, the indenture trustee and their agents will not be liable for the accuracy of, and are not responsible for maintaining, supervising or reviewing DTC's records or any participant's records relating to book-entry notes. The issuing entity, the indenture trustee and their agents also will not be responsible or liable for payments made on account of the book-entry notes.

Until Definitive Notes are issued to the beneficial owners as described below under “—*Definitive Notes*,” all references to “holders” of notes means DTC. The issuing entity, the indenture trustee and any paying agent or securities registrar may treat DTC as the absolute owner of the notes for all purposes.

Beneficial owners of book-entry notes should realize that the issuing entity will make all distributions of principal of and interest on their notes to DTC and will send all required reports and notices solely to DTC as long as DTC is the registered holder of the notes. DTC and the participants are generally required to receive and transmit all distributions, notices and directions from the indenture trustee to the beneficial owners through the chain of intermediaries.

Similarly, the indenture trustee will accept notices and directions solely from DTC. Therefore, in order to exercise any rights of a holder of notes under the trust indenture (and any supplement thereto), each person owning a beneficial interest in the notes must rely on the procedures of DTC and, in some cases, Clearstream, Luxembourg or Euroclear. If the beneficial owner is not a participant in that system, then it must rely on the procedures of the participant through which that person owns its interest. DTC has advised the issuing entity that it will take actions under the trust indenture only at the direction of its participants, which in turn will act only at the direction of the beneficial owners. Some of these actions, however, may conflict with actions it takes at the direction of other participants and beneficial owners.

Notices and other communications by DTC to participants, by participants to indirect participants, and by participants and indirect participants to beneficial owners will be governed by arrangements among them.

Beneficial owners of book-entry notes should also realize that book-entry notes may be more difficult to pledge because of the lack of a physical note. A beneficial owner may also experience delays in receiving distributions on his or her notes since distributions will initially be made to DTC and must be transferred through the chain of intermediaries to the beneficial owner's account.

### **The Depository Trust Company**

DTC is a limited-purpose trust company organized under the New York Banking Law and is a “banking institution” within the meaning of the New York Banking Law. DTC is also a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered under Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities deposited by its participants and to facilitate the clearance and settlement of securities transactions among its participants through electronic book-entry changes in accounts of the participants, thus eliminating the need for physical movement of securities. DTC is indirectly owned by a number of its participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. The rules applicable to DTC and its participants are on file with the Securities and Exchange Commission.

### **Clearstream, Luxembourg**

Clearstream, Luxembourg is registered as a bank in Luxembourg and is regulated by the Banque Centrale du Luxembourg, the Luxembourg Central Bank, which supervises Luxembourg banks. Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfers between their accounts. Clearstream, Luxembourg provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also deals with domestic securities markets in over 30 countries through established depository and custodial relationships. Clearstream, Luxembourg has established an electronic bridge with Euroclear in Brussels to facilitate settlement of trades between Clearstream, Luxembourg and Euroclear. Clearstream, Luxembourg currently accepts over 110,000 securities issues on its books.

Clearstream, Luxembourg's customers are worldwide financial institutions including initial purchasers, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream, Luxembourg's U.S. customers are limited to securities brokers and dealers and banks. Currently, Clearstream, Luxembourg has approximately 2,000 customers located in over 80 countries, including all major European countries, Canada, and the United States. Indirect access to Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of Clearstream, Luxembourg.

## **Euroclear System**

Euroclear was created in 1968 to hold securities for participants of Euroclear and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment. This system eliminates the need for physical movement of securities and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries. The Euroclear operator is Euroclear Bank S.A./N.V. The Euroclear operator conducts all operations. All Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear operator. The Euroclear operator establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants include banks, including central banks, securities brokers and dealers and other professional financial intermediaries and may include the Initial Purchasers. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law. These Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific securities to specific securities clearance accounts. The Euroclear operator acts under the Terms and Conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants.

This information about DTC, Clearstream, Luxembourg and Euroclear has been provided by each of them for informational purposes only and is not intended to serve as a representation, warranty or contract modification of any kind.

## **Distributions on Book-Entry Notes**

The issuing entity will make distributions of principal of and interest on book-entry notes to DTC. These payments will be made in immediately available funds by the issuing agent's paying agent, BNY Trust Company of Canada, at the office of the paying agent in Toronto that the issuing entity designates for that purpose.

In the case of principal payments, the Registered Global Notes must be presented to the paying agent in time for the paying agent to make those payments in immediately available funds in accordance with its normal payment procedures.

Upon receipt of any payment of principal of or interest on a global note, DTC will immediately credit the accounts of its participants on its book-entry registration and transfer system. DTC will credit those accounts with payments in amounts proportionate to the participants' respective beneficial interests in the stated principal amount of the Registered Global Note as shown on the records of DTC. Payments by participants to beneficial owners of book-entry notes will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of those participants.

Distributions on book-entry notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream, Luxembourg participants in accordance with its rules and procedures, to the extent received by its U.S. depository.

Distributions on book-entry notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear participants in accordance with the Terms and Conditions, to the extent received by its U.S. depository.

In the event Definitive Notes are issued, distributions of principal of and interest on Definitive Notes will be made directly to the holders of the Definitive Notes in whose names the Definitive Notes were registered at the close of business on the immediately preceding Record Date.

### **Global Clearance and Settlement Procedures**

Initial settlement for the notes will be made in immediately available funds. Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Secondary market trading between Clearstream, Luxembourg participants and/or Euroclear participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear and will be settled using the procedures applicable to conventional Eurobonds in immediately available funds.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear participants, on the other, will be effected in DTC in accordance with DTC's rules on behalf of the relevant international clearing system by the U.S. depositories of Clearstream, Luxembourg or Euroclear, as applicable. However, cross-market transactions of this type will require delivery of instructions to the relevant international clearing system by the counterparty in that system in accordance with its rules and procedures and within its established deadlines, local time. The relevant international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depository to take action to effect final settlement on its behalf by delivering or receiving notes in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream, Luxembourg participants and Euroclear participants may not deliver instructions directly to DTC.

Because of time-zone differences, credits to notes received in Clearstream, Luxembourg or Euroclear as a result of a transaction with a DTC participant will be made during subsequent securities settlement processing and will be credited the Business Day following a DTC settlement date. The credits to or any transactions in the notes settled during processing will be reported to the relevant Euroclear or Clearstream, Luxembourg participants on that Business Day. Cash received in Clearstream, Luxembourg or Euroclear as a result of sales of notes by or through a Clearstream, Luxembourg participant or a Euroclear participant to a DTC participant will be received with value on the DTC settlement date, but will be available in the relevant Clearstream, Luxembourg or Euroclear cash account only as of the Business Day following settlement in DTC.

Although DTC, Clearstream, Luxembourg and Euroclear have agreed to these procedures in order to facilitate transfers of notes among participants of DTC, Clearstream, Luxembourg and Euroclear, they are under no obligation to perform or continue to perform these procedures and these procedures may be discontinued at any time.

### **Definitive Notes**

Beneficial owners of book-entry notes may exchange those notes for physical form or Definitive Notes registered in their name only if:

- DTC is unwilling or unable to continue as depository for the global notes or ceases to be a registered "clearing agency" and the issuing entity is unable to find a qualified replacement for DTC;
- the issuing entity, in its sole discretion, elects to terminate its participation in the book-entry system through DTC; or
- any event of default has occurred with respect to those book-entry notes and beneficial owners evidencing more than 50% of the unpaid outstanding dollar principal amount of the notes of the related series, class or tranche advise the indenture trustee and DTC that the continuation of a book-entry system is no longer in the best interests of those beneficial owners.

If any of these three events occurs, DTC is required to notify the beneficial owners through the chain of intermediaries that the Definitive Notes are available. The appropriate Registered Global Note will then be exchangeable in whole for Definitive Notes in registered form of like tenor and of an equal aggregate stated principal amount, in specified denominations. Definitive Notes will be registered in the name or names of the person

or persons specified by DTC in a written instruction to the registrar of the notes. DTC may base its written instruction upon directions it receives from its participants. Thereafter, the holders of the Definitive Notes will be recognized as the “holders” of the notes under the trust indenture (and any supplement thereto). Definitive Notes will bear legends regarding restrictions on transfer as described in *“Selling and Transfer Restrictions.”*

## **Replacement of Notes**

The issuing entity will replace at the expense of the holder any mutilated note upon surrender of that note to the indenture trustee. The issuing entity will replace at the expense of the holder any notes that are destroyed, lost or stolen upon delivery to the indenture trustee of evidence of the destruction, loss or theft of those notes satisfactory to the issuing entity and the indenture trustee. In the case of a destroyed, lost or stolen note, the issuing entity and the indenture trustee may require the holder of the note to provide an indemnity satisfactory to the indenture trustee and the issuing entity before a replacement note will be issued, and the issuing entity may require the payment of a sum sufficient to cover any tax or other governmental charge, and any other expenses (including the fees and expenses of the indenture trustee) in connection with the issuance of a replacement note.

## **Sources of Funds to Pay the Notes**

### **General**

As of the date of this offering memorandum, the issuing entity’s primary assets consist of credit card receivables which were or will be originated or acquired by TD or any of its affiliates. These receivables include receivables which are in existence as of the Initial Cut-Off Date and receivables which are created from time to time thereafter. The issuing entity has acquired and will acquire the receivables from the transferor pursuant to the transfer agreement. The transferor has and will have acquired receivables from TD pursuant to a receivables purchase agreement between TD and the transferor and collateral certificates, each representing an undivided interest in a master trust or other securitization special purpose entity, whose assets consist primarily of receivables arising in designated personal consumer and business credit card accounts owned by TD or any of its affiliates. *See “Description of the Receivables Purchase Agreement.”*

The issuing entity’s assets also include issuing entity accounts and the benefits of one or more derivative agreements and other transaction documentation.

The composition of the issuing entity’s assets will change over time due to:

- changes in the composition and amount of the receivables in the issuing entity, including changes in the relative proportion of personal consumer and business receivables, or in the master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, as new receivables are created, existing receivables are paid off or written-off, Additional Accounts are designated to have their receivables included in the issuing entity, master trust or other securitization special purpose entity and removed accounts are designated to have their receivables removed from the issuing entity, master trust or other securitization special purpose entity;
- the ability of the transferor to cause to be increased and decreased the Invested Amount of an existing collateral certificate included in the issuing entity; and
- the ability of the transferor to transfer additional collateral certificates to the issuing entity.

If accounts are designated to have their receivables included in the issuing entity, all newly generated receivables in those accounts will be transferred to the issuing entity (unless such additional account has become a removed account or a purged account). In addition, Additional Accounts may be designated to have their receivables included in the issuing entity.

The transferor can cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity to accommodate the issuance of new notes or solely to increase the size of the Transferor Amount. If at any time the issuing entity contains receivables and one or more collateral certificates, the transferor can choose to increase one, all or any combination thereof in any amount. Any increase in the Invested Amount of an existing



collateral certificate without a corresponding increase in the Invested Amount of other existing collateral certificates or the principal amount of receivables in the issuing entity will result in a change in the composition of the issuing entity's assets.

Alternatively, if at any time the issuing entity contains one or more collateral certificates, Principal Collections and other amounts treated as Principal Collections that are not required to be deposited into a principal funding account for the benefit of a series, class or tranche of notes, paid to the noteholders of a series, class or tranche, deposited into the excess funding account or used to pay shortfalls in interest on senior notes, need not be reinvested in that collateral certificate to maintain its Invested Amount, but instead may be (i) invested or reinvested in another collateral certificate included or to be included in the issuing entity or (ii) paid to the holder of the transferor indebtedness. Any such investment, reinvestment or payment will result in a shift in the composition of the issuing entity's assets and a decrease in the size of the Invested Amount of that collateral certificate.

In addition, each collateral certificate is subject to its own payout events or early amortization events under the terms of the applicable pooling and servicing agreement or other related securitization agreement. Principal Collections allocated to such collateral certificate upon the occurrence of a payout event or early amortization event that are not required to be deposited into a principal funding account for the benefit of a series, class or tranche of notes, paid to the noteholders of a series, class or tranche, deposited into the excess funding account or used to pay shortfalls in interest on senior notes, may be (i) invested or reinvested in another collateral certificate included or to be included in the issuing entity or (ii) paid to the holder of the transferor indebtedness.

As indicated above, the composition of the issuing entity's assets is expected to change over time. Additional receivables and additional collateral certificates may be transferred to the issuing entity or the Invested Amount of an existing collateral certificate, if any, included in the issuing entity may be increased without the payment of cash if the conditions to that transfer or increase have been satisfied. New assets included in the issuing entity, either through a transfer of assets or the reinvestment of excess Principal Collections and other amounts treated as Principal Collections, may have characteristics, terms and conditions that are different from those of the receivables initially included in the issuing entity and may be of different credit quality due to differences in underwriting criteria and payment terms. The pertinent characteristics of the receivables in the issuing entity are described in "Credit Card Business of the Seller" and Annex II to this offering memorandum. In the event collateral certificates are included in the issuing entity, the pertinent characteristics of those collateral certificates will be described in the related offering memorandum.

Additional information regarding the Total Portfolio and the Trust Portfolio is provided in Annex II to this offering memorandum, which forms an integral part of this offering memorandum.

*See "Risk Factors—The composition of the issuing entity's assets may change, which may decrease the credit quality of the assets securing your notes. If this occurs, your receipt of payments of principal and interest may be reduced, delayed or accelerated."*

## **Deposits of Collections**

If the Commingling Requirements described below are not met, the servicer shall deposit, or shall cause to be deposited, in each case as promptly as possible after receipt by the servicer, into the collection account such collections that are not allocated or are not to be allocated to the holder of the transferor indebtedness pursuant to any of the transaction documents up to the aggregate amount of collections required to be deposited into the issuing entity accounts established for all series, classes or tranches of notes or, without duplication, required to be paid in respect of such notes on or prior to the related payment date pursuant to the terms of the trust indenture and any applicable indenture supplement. The balance of the collections, including amounts that are allocated or are to be allocated to the holders of the transferor indebtedness pursuant to any of the transaction documents, will be remitted to the holder of the transferor indebtedness. If the Commingling Requirements described below are not met or if an amortization period has started, none of the servicer, TD or any delegate that is an account owner shall commingle amounts received with respect to the receivables or any collateral certificate with its own assets except for the time, not to exceed two Business Days, necessary to clear any payments or as otherwise permitted by applicable law.

If (i) no Servicer Default has occurred, and (ii) TD, or if a successor servicer has been appointed, such successor servicer, maintains a rating from each Note Rating Agency then rating its securities equivalent to at least "F1" and

“A” from Fitch and “A-1” from S&P (the **Commingling Requirements**), the servicer may commingle and use amounts received with respect to the receivables or any collateral certificates with and as its own general funds and make deposits as required directly into the collection account with respect to the Series 2016-3 notes, in each case on or before 12:00 noon Toronto time on the Business Day immediately preceding the Business Day on which funds are required to be distributed or, without duplication, paid on or prior to the related payment date to the issuing entity pursuant to the transaction documents up to the amount that would otherwise have been deposited by the servicer to make or provide for such distributions.

Any Principal Collections not distributed to the holder of the transferor indebtedness on any day because the Transferor Amount does not exceed the Required Transferor Amount on such day or because the Pool Balance does not exceed the Required Pool Balance on such day (in each case, after giving effect to any receivables or additional collateral certificates transferred to the issuing entity on such day or any increases in the Invested Amount of an existing collateral certificate on such day) will be deposited into the excess funding account.

All interest and investment earnings (net of losses and investment expenses) accrued during a Monthly Period on funds on deposit in any issuing entity account will constitute collections, but only to the extent such interest and investment earnings are not otherwise applied pursuant to the terms of any transaction document.

In the event of the insolvency or bankruptcy of the servicer that is an account owner, or if certain time periods were to pass, the issuing entity and the indenture trustee may lose any perfected security interest in any Finance Charge Collections or Principal Collections commingled with the funds of the servicer. *See “Risk Factors—Certain legal matters could adversely impact the issuing entity or your notes.”*

### **Required Transferor Amount**

The Transferor Amount represents the amount of assets included in the issuing entity not securing any series, class or tranche of notes. For any Monthly Period, the Transferor Amount equals the Pool Balance as of the close of business on the last day of such Monthly Period *minus* the aggregate Nominal Liquidation Amount of all notes as of the close of business on such day. The Transferor Amount fluctuates due to changes in the amount of Principal Receivables included in the issuing entity, the aggregate Invested Amount of the collateral certificates included in the issuing entity, the amount on deposit in the excess funding account and the aggregate Nominal Liquidation Amount of all notes. As a result, the Transferor Amount generally increases if there are reductions in the Nominal Liquidation Amount of a series, class or tranche of notes due to payments of principal of that series, class or tranche of notes or a deposit into the principal funding account with respect to that series, class or tranche or an increase in the Pool Balance without a corresponding increase in the Nominal Liquidation Amount of any series, classes or tranches of notes. The Transferor Amount generally decreases as a result of the issuance of a new series, class or tranche of notes, assuming that there is not a corresponding increase in the issuing entity’s assets. In addition, if the servicer adjusts downward the amount of any receivable because of a rebate, refund, other credit, unauthorized charge or billing error to a cardholder, or such receivable was created in respect of merchandise that was refused or returned by a cardholder, or if the servicer otherwise adjusts downward the amount of any receivable without receiving collections therefor or without charging off such amount as uncollectible, or for any other reason, the Transferor Amount—and not the investors’ interest—will be reduced by the product of one minus the Discount Option Percentage and the amount of the adjustment.

The Transferor Amount is required to be maintained at a certain minimum level, referred to as the Required Transferor Amount. For any Monthly Period, the Required Transferor Amount is the product of the Required Transferor Amount Percentage and the amount of Principal Receivables included in the issuing entity as of the close of business on the last day of such Monthly Period. With respect to each series of notes, a percentage will be designated as the series Required Transferor Amount Percentage for that series. The Required Transferor Amount Percentage is the highest of such series Required Transferor Amount Percentages then in effect for any outstanding series of notes.

With respect to the Series 2016-3 notes, the series Required Transferor Amount Percentage is 7.00%. The transferor may designate a different series Required Transferor Amount Percentage. Before reducing that percentage, however, the transferor must provide the indenture trustee with written confirmation that the Note Rating Agency Condition has been satisfied.

So long as the Series 2016-3 notes are outstanding, the Required Transferor Amount Percentage will be no lower than the series Required Transferor Amount Percentage for the Series 2016-3 notes. Immediately after the Issue Date, the Required Transferor Amount Percentage will be 7.00% but is subject to change as described in this section.

If, at the end of any Monthly Period, the Transferor Amount for such Monthly Period is less than the Required Transferor Amount for such Monthly Period, the transferor is required to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity. *See “—Addition of Assets.”*

If, when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity, an early amortization event will occur with respect to the notes. *See “The Trust Indenture—Early Amortization Events.”*

The interest in the Transferor Amount, referred to as the transferor indebtedness, will initially be held by the transferor, although that interest may be transferred by a holder thereof in whole or in part subject to certain limitations and conditions described in the declaration of trust, the transfer agreement, the trust indenture and the related indenture supplement. The Transferor Amount may be evidenced either in certificated form or in uncertificated form. Any reference in this offering memorandum to the transferor indebtedness means the interest of the transferor in the Transferor Amount as evidenced in either certificated or uncertificated form. Currently, the transferor indebtedness is in uncertificated form. The Transferor Amount does not provide credit enhancement to the notes.

### **Required Pool Balance**

For any Monthly Period, the **Pool Balance** equals the sum of (i) the amount of Principal Receivables included in the issuing entity at the end of such Monthly Period, (ii) the aggregate Invested Amount of the collateral certificates included in the issuing entity at the end of such Monthly Period, and (iii) the amount on deposit in the excess funding account at the end of such Monthly Period.

The issuing entity has a minimum Pool Balance requirement, referred to as the **Required Pool Balance**. For any Monthly Period, the Required Pool Balance is an amount equal to the sum of (i) for all notes in their revolving period, the sum of the Nominal Liquidation Amounts of those notes at the end of such Monthly Period and (ii) for all other notes, the sum of the Nominal Liquidation Amounts of those notes at the end of the most recent revolving period for each of those notes, *excluding* any notes which will be paid in full on the applicable payment date for those notes in the following Monthly Period and any notes that will have a Nominal Liquidation Amount of zero on the applicable payment date for those notes in the following Monthly Period.

If, at the end of any Monthly Period, the Pool Balance is less than the Required Pool Balance for such Monthly Period, the transferor is required to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity as described in “—Addition of Assets” and “—Increases in the Invested Amount of an Existing Collateral Certificate.”

If, when required to do so, the transferor is unable to transfer additional receivables or additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity, an early amortization event will occur with respect to the notes. *See “The Trust Indenture—Early Amortization Events.”*

### **Allocations of Amounts to the Excess Funding Account and Allocations of Amounts on Deposit in the Excess Funding Account**

If, at the end of any Monthly Period, (i) the Transferor Amount is, or as a result of a payment would become, less than the Required Transferor Amount for such Monthly Period or (ii) the Pool Balance is, or as a result of a payment would become, less than the Required Pool Balance for such Monthly Period, the servicer will deposit into the excess funding account the Principal Collections that otherwise would have been paid to the holder of the

transferor indebtedness. This deposit will be in an amount equal to the greater of the amount by which the Transferor Amount would be less than the Required Transferor Amount and the amount by which the Pool Balance would be less than the Required Pool Balance, each determined with respect to the related Monthly Period.

If no series of notes is in an accumulation period or an amortization period, amounts on deposit in the excess funding account will be released to the holder of the transferor indebtedness to the extent that, after such release, the Transferor Amount is equal to or greater than the Required Transferor Amount and the Pool Balance is equal to or greater than the Required Pool Balance. If an accumulation period or amortization period has commenced and is continuing with respect to any series of notes, any funds on deposit in the excess funding account will be released, deposited into the collection account and treated as Principal Collections to the extent needed to make principal payments due to or for the benefit of the noteholders of such series. Any remaining amounts on deposit in the excess funding account in excess of the amount required to be treated as Principal Collections for a Monthly Period shall be released to the holder of the transferor indebtedness, but only to the extent that such release would not cause the Transferor Amount to be less than the Required Transferor Amount or the Pool Balance to be less than the Required Pool Balance.

Funds on deposit in the excess funding account will be invested by the indenture trustee, at the direction of the servicer, in Eligible Investments. The issuing entity may appoint as its agent under a separate agreement a registered investment advisor to give instruction on behalf of the issuing entity to the indenture trustee for funds to be invested in Eligible Investments. Any earnings (net of losses and investment expenses) earned on amounts on deposit in the excess funding account during any Monthly Period will be withdrawn and treated as Finance Charge Collections for such Monthly Period.

#### **Increases in the Invested Amount of an Existing Collateral Certificate**

The transferor may cause to be increased the Invested Amount of any existing collateral certificate included in the issuing entity. The Invested Amount of an existing collateral certificate included in the issuing entity can be increased through:

- the reinvestment of Principal Collections and other amounts treated as Principal Collections received that are not required to be deposited into a principal funding account for the benefit of a series, class or tranche of notes, paid to the noteholders of a series, class or tranche, deposited into the excess funding account or used to pay shortfalls in interest on senior notes;
- proceeds received in connection with the issuance of additional notes; or
- funding by the transferor, which funding may be in cash or through an increase in the Transferor Amount.

Notwithstanding the ability to increase the Invested Amount of any existing collateral certificate, the Invested Amount of an existing collateral certificate will not be increased, and reinvestment in that collateral certificate will not be permitted, if (i) an early amortization event has occurred with respect to any notes as a result of a failure to transfer additional assets (including additional receivables or additional collateral certificates) to the issuing entity or a failure to cause to be increased the Invested Amount of an existing collateral certificate included in the issuing entity at a time when the Pool Balance for the prior Monthly Period is less than the Required Pool Balance for the prior Monthly Period and (ii) increasing the Invested Amount of an existing collateral certificate or reinvesting in that collateral certificate would result in a reduction in the allocation percentage applicable for principal collections for the existing collateral certificate.

#### **Addition of Assets**

The transferor (without independent verification of its authority) will have the right, from time to time (i) to designate Additional Accounts to be included in the Trust Portfolio, (ii) to transfer one or more collateral certificates to the issuing entity or (iii) to cause to be increased the Invested Amount of one or more existing collateral certificates. Subject only to the requirements for Eligible Accounts and applicable regulatory guidelines, TD has the discretion to select the accounts in the Total Portfolio for addition to the Trust Portfolio. Any Additional Accounts designated to the Trust Portfolio will be selected from the portfolio of accounts owned by TD or any of its affiliates that is described in the related offering memorandum. Therefore, if Additional Accounts are to be designated, the

transferor will, under the receivables purchase agreement, request that TD designate accounts which qualify as Eligible Accounts to the transferor. The transferor will designate those accounts to be included in the Trust Portfolio.

As of the date an Additional Account is selected to be included in the Trust Portfolio, such Additional Account must be an Eligible Account. Receivables arising in Additional Accounts, however, may not be of the same credit quality as the receivables arising in accounts already included in the Trust Portfolio or the receivables arising in accounts already included in the portfolio of a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity. Additional Accounts may have been originated by TD or any of its affiliates using credit criteria different from those which were applied by TD or any of its affiliates to the accounts already included in the Trust Portfolio or the portfolio of a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, or may have been acquired by TD or any of its affiliates from a third-party institution which may have used different credit criteria from those applied by TD or any of its affiliates to the accounts. Consequently, the performance of such Additional Accounts may be better or worse than the performance of the accounts already included in the Trust Portfolio or in the portfolio of a master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity. *See “Risk Factors—The composition of the issuing entity’s assets may change, which may decrease the credit quality of the assets securing your notes. If this occurs, your receipt of payments of principal and interest may be reduced, delayed or accelerated.”*

At the time of its transfer to the issuing entity, each additional collateral certificate must be an Eligible Collateral Certificate. An additional collateral certificate, however, may not be of the same credit quality as the receivables arising in the accounts already included in the Trust Portfolio, or any existing collateral certificate included in the issuing entity. This is because the receivables arising in the accounts included in the portfolio of the master trust or securitization special purpose entity which has issued such additional collateral certificate may not be of the same credit quality as the receivables in any of the accounts included in the Trust Portfolio or included in the portfolio of a master trust or other securitization special purpose entity which has issued any such existing collateral certificate due to differences in credit criteria. Consequently, the performance of such additional collateral certificate may be better or worse than the performance of any receivables arising in the accounts already included in the Trust Portfolio or any existing collateral certificate included in the issuing entity. *See “Risk Factors—The composition of the issuing entity’s assets may change, which may decrease the credit quality of the assets securing your notes. If this occurs, your receipt of payments of principal and interest may be reduced, delayed or accelerated.”*

Unless the Note Rating Agency Condition has been satisfied, the number of Additional Accounts designated to be included in the Trust Portfolio will not exceed the Addition Limit. On each addition date with respect to such Additional Accounts, the transferor will deliver to the issuer trustee and the indenture trustee an opinion of counsel with respect to the Additional Accounts that confirms the creation and perfection of the security interest in the receivables in such Additional Accounts.

In addition to the permitted additions described above, the transferor will be required to transfer to the issuing entity receivables arising in Additional Accounts, to transfer additional collateral certificates to the issuing entity or to cause to be increased the Invested Amount of one or more existing collateral certificates included in the issuing entity if, at the end of any Monthly Period, (i) the Transferor Amount for that Monthly Period is less than the Required Transferor Amount for such Monthly Period, or (ii) the Pool Balance for such Monthly Period is less than the Required Pool Balance for such Monthly Period. In such event, the transferor will, on or before the thirtieth day after the end of such Monthly Period (unless the Transferor Amount exceeds the Required Transferor Amount and the Pool Balance exceeds the Required Pool Balance, in each case as of the end of any Business Day during the period between the end of the prior Monthly Period and such addition date), make an addition to the issuing entity in a sufficient amount so that, after giving effect to such addition or increase, the Transferor Amount is at least equal to the Required Transferor Amount and the Pool Balance is at least equal to the Required Pool Balance.

When the transferor transfers receivables in Additional Accounts or additional collateral certificates to the issuing entity or when it causes to be increased the Invested Amount of an existing collateral certificate included in the issuing entity, it must satisfy several conditions, including, as applicable:

- with respect to the designation of Additional Accounts to the Trust Portfolio, delivery and acceptance by the issuer trustee of a written assignment of receivables (including, if applicable, a Québec assignment) in the Additional Accounts or of the additional collateral certificates, as applicable;

- delivery on the required delivery date to the indenture trustee of a computer file with an accurate list of all Additional Accounts and/or a schedule with an accurate list of all additional collateral certificates, as applicable;
- delivery to the issuer trustee and the indenture trustee of a certificate of an authorized officer to the effect that:
  - (a) as of the date an Additional Account is selected for designation to the Trust Portfolio, such Additional Account is an Eligible Account;
  - (b) at the time of its transfer to the issuing entity, each additional collateral certificate is an Eligible Collateral Certificate;
  - (c) the transferor has delivered copies of the financing statements under each applicable PPSA, other than the Civil Code of Québec, Canada (certified registration under which may be delivered on or before the tenth Business Day following the addition date), if necessary, to perfect the security interest of the issuing entity and the indenture trustee in the related receivables or collateral certificates, as applicable;
  - (d) to the extent required by the servicing agreement, the transferor has deposited, or has caused the servicer to deposit, into the collection account all collections with respect to such Additional Accounts since the applicable cut-off date and all collections with respect to such additional collateral certificates as of the addition date;
  - (e) as of the addition date, the transferor is not insolvent and the transfer of the receivables and/or the additional collateral certificates is not made in contemplation of insolvency;
  - (f) in the transferor's reasonable belief, transferring the receivables in the Additional Accounts or the additional collateral certificates will not have an Adverse Effect;
- if the aggregate number of Additional Accounts selected to have their receivables transferred to the issuing entity exceeds the Addition Limit, satisfaction of the Note Rating Agency Condition with respect to the proposed addition and delivery by the transferor to each rating agency an opinion of counsel to the effect that the transfer agreement creates in favor of the indenture trustee a security interest in the rights of the transferor in the receivables arising in those Additional Accounts; and
- with respect to the transfer of additional collateral certificates to the issuing entity, satisfaction of the Note Rating Agency Condition with respect to the proposed transfer.

## **Removal of Assets**

The transferor (without independent verification of its authority) may, but will not be obligated to, designate accounts and the receivables arising under those accounts for removal from the issuing entity. The removal could occur for a number of reasons, including a determination by the transferor that the issuing entity contains more receivables than the transferor is obligated to retain in the issuing entity under the transfer agreement or a determination that the transferor does not desire to obtain additional financing through the issuing entity at such time. As long as the removal of accounts from the issuing entity satisfies the conditions listed below, the removed accounts may, individually or in the aggregate, be of a higher credit quality than the accounts that remain in the issuing entity. In connection with such a removal, the indenture trustee will be required to transfer all receivables in those removed accounts back to the transferor, whether the receivables already exist or arise after the designation.

The transferor's rights to removal are subject to the satisfaction of several conditions listed in the transfer agreement, including:

- notice to the issuer trustee, the indenture trustee, the servicer, other transferors (if any), and the rating agencies notice of the reassignment and delivery to the issuer trustee and the indenture trustee for execution of a written reassignment of receivables in the removed accounts;

- delivery on the required delivery date to the indenture trustee of a computer file containing a true and complete list of all removed accounts;
- satisfaction of the Note Rating Agency Condition with respect to such removal;
- delivery by the issuing entity to the issuer trustee and the indenture trustee of a certificate of an authorized officer to the effect that, in the reasonable belief of the issuing entity,
  - (i) no selection procedure believed to be materially adverse to, or materially beneficial to, the interests of the noteholders of any series, class or tranche of notes was utilized in selecting the removed accounts; and
  - (ii) such removal will not have an Adverse Effect; and
- the purchase price for the receivables in the removed accounts as of the removal date will be the then-current fair market value of such receivables, as mutually agreed upon by the transferor and the issuing entity.

In addition, the accounts designated to be removed shall be selected (i) at random; (ii) as a result of the action or inaction of third parties (other than TD); or (iii) in accordance with the applicable procedures of the issuing entity solely for reasons of administrative convenience and reasonably believed by TD and the depositor not to be adverse to the issuing entity or the noteholders; and there shall be no less than 90 days between removals, unless the removed accounts are accounts (i) originated or acquired under a specific affinity agreement, private label agreement, merchant agreement, co-branding agreement or other program which is co-owned, operated or promoted, *provided* that such agreement has terminated in accordance with the terms therein or (ii) being removed due to other circumstances caused by requirements of agreements in which the right to such removed accounts or control thereof is determined by a party or parties to such agreements other than the transferor, any affiliate of the transferor or any agent of the transferor. Removals described in clauses (i) and (ii) in the preceding sentence also need not satisfy the Note Rating Agency Condition (as described in the third bullet point above) or the selection procedure requirement (as described in clause (i) of the fourth bullet point above).

### **Purging of Accounts**

An account ceases to be an account and is referred to as a purged account on the date on which such account (i) has no receivables outstanding; and (ii) such account is terminated in accordance with the servicer's practices and procedures for terminating inactive credit card accounts, including terminations in circumstances where such credit card account has been inactive for a period of time. TD will be deemed to represent and warrant as of the applicable purging day that the conditions specified above have been satisfied with respect to such purged account.

### **Discount Option**

The transfer agreement provides that the transferor may at any time and from time to time designate a fixed or variable percentage, referred to as the Discount Option Percentage, of the amount of receivables existing and arising in all or any specified portion of the accounts in the Trust Portfolio on and after the date of such designation becomes effective to be deemed Discount Option Receivables and treated as Finance Charge Receivables and collections received with respect to such receivables are treated as Finance Charge Collections.

The transferor has designated an initial Discount Option Percentage of 0%. Therefore, 0% of those receivables will be deemed Discount Option Receivables and treated as Finance Charge Receivables and collections received with respect to such receivables are treated as Finance Charge Collections. The remainder of such receivables are treated as Principal Receivables and collections received with respect to those receivables are treated as Principal Collections.

The existence of Discount Option Receivables results in an increase in the amount of Finance Charge Receivables and Finance Charge Collections, a reduction in the amount of Principal Receivables and Principal Collections and a reduction in the Transferor Amount. *See "Risk Factors—A change in the Discount Option Percentage may result in the payment of principal earlier or later than expected."*

The aggregate amount of Discount Option Receivables outstanding on any Date of Processing equals (i) the aggregate Discount Option Receivables at the end of the prior Date of Processing, plus (ii) any new Discount Option Receivables created on such Date of Processing, minus (iii) any Discount Option Receivables Collections received on such Date of Processing. Discount Option Receivables created on any Date of Processing will mean the product of the amount of any receivables created on such Date of Processing and the applicable Discount Option Percentage.

After any designation of a Discount Option Percentage, pursuant to the transfer agreement, the transferor may, without notice to or consent of the holders of any series, class or tranche of notes, from time to time increase, reduce or withdraw the Discount Option Percentage. The transferor must provide 30 days' prior written notice to the servicer, the issuer trustee, the indenture trustee and each rating agency of any such designation or increase, reduction or withdrawal. Such designation or increase, reduction or withdrawal will become effective on the date specified therein only if:

- the transferor delivers to the issuer trustee and the indenture trustee a certificate of an authorized officer of that transferor to the effect that, based on the facts known to that transferor at the time, such designation or increase, reduction or withdrawal will not at the time of its occurrence cause an early amortization event or event of default or an event that, with notice or the lapse of time or both, would constitute an early amortization event or event of default, to occur with respect to any series, class or tranche of notes; and
- the Note Rating Agency Condition is satisfied with respect to such designation or increase, reduction or withdrawal.

### **Issuing Entity Accounts**

The issuing entity has established a collection account and an excess funding account for the benefit for all series of notes. The issuing entity has established a collection account for the purpose of receiving collections on the receivables included in the issuing entity and collections on any other assets in the issuing entity, including collections on any collateral certificates that are included in the issuing entity at a later date; and has established an excess funding account for the purpose of holding Principal Collections that would otherwise be paid to the holder of the transferor indebtedness at a time when (i) the Transferor Amount is, or as a result of a payment would become, less than the Required Transferor Amount or (ii) the Pool Balance is, or as a result of a payment would become, less than the Required Pool Balance.

Issuing entity accounts are Eligible Deposit Accounts and amounts maintained in issuing entity accounts may only be invested by the indenture trustee at the written direction of the servicer, without independent verification of its authority, in Eligible Investments, *provided, however*, that if no such written direction is provided, such funds will remain uninvested. The issuing entity may appoint as its agent under a separate agreement a registered investment advisor to give instruction on behalf of the issuing entity to the indenture trustee for funds to be invested in Eligible Investments. Each issuing entity account currently is maintained at TD. If at any time an issuing entity account ceases to be an Eligible Deposit Account, that issuing entity account must be moved so that it will again be qualified as an Eligible Deposit Account.

Each month, payments in respect of the receivables and, to the extent a collateral certificate is included in the issuing entity, distributions on such collateral certificate that are not allocated to the holder of the transferor indebtedness will be deposited into the collection account, and then allocated to each Series 2016-3 note, and then allocated to the applicable series principal funding account, the accumulation reserve account, the Class C reserve account, if applicable, and any other issuing entity account, to make payments under any applicable derivative agreements.

The issuing entity has also established additional issuing entity accounts in connection with the Series 2016-3 notes. See *"The Notes—Issuing Entity Assets and Accounts"*

### **Derivative Agreements**

A series, class or tranche of notes may have the benefit of one or more derivative agreements, which would consist of a currency swap or interest rate swap, a cap (obligating a derivative counterparty to make payments if a reference rate is greater than a specified rate), a floor (obligating a derivative counterparty to make payments if a



reference rate is less than a specified rate), or a collar (obligating a derivative counterparty to make payments if a reference rate is greater than a specified rate and entitling the derivative counterparty to receive payments if the same reference rate is less than a lower specified rate), with various counterparties. In general, the issuing entity will receive payments from counterparties to the derivative agreements in exchange for the issuing entity's payments to them, to the extent required under the derivative agreements. TD or any of its affiliates may be counterparties to a derivative agreement.

The Class A notes have the benefit of the Swap Agreement with the swap counterparty. See *"Description of the Swap Agreement."*

### **Supplemental Credit Enhancement Agreements and Supplemental Liquidity Agreements**

A series, class or tranche of notes may have the benefit of one or more additional forms of supplemental credit enhancement—referred to herein as supplemental credit enhancement agreements—such as a letter of credit or surety bond. In addition, a series, class or tranche of notes may have the benefit of one or more forms of supplemental liquidity agreements—referred to herein as supplemental liquidity agreements—such as a liquidity facility. TD or any of its affiliates may be providers of any supplemental credit enhancement agreement or supplemental liquidity agreement.

### **Representations and Warranties**

The transferor will make several representations and warranties to the issuing entity in the transfer agreement.

#### ***Regarding No Conflict***

The transferor will make certain representations and warranties to the issuing entity in the transfer agreement to the effect that, among other things, as of each issue date of a series, class or tranche of notes:

- the execution and delivery by the transferor of the transfer agreement, the servicing agreement, the receivables purchase agreement and each other document relating to the issuance to which it is a party will not conflict with any law or any other agreement to which the transferor is a party, except where such conflict or violation would not have a material adverse effect on its ability to perform its obligations under such documents; and
- all required governmental approvals in connection with the execution and delivery by the transferor of the transfer agreement and each other document relating to the issuance have been obtained and remain in force and effect.

#### ***Regarding Enforceability***

The transferor will make certain representations and warranties to the issuing entity in the transfer agreement to the effect that, among other things:

- as of each issue date of a series, class or tranche of notes, the transferor is validly existing under the laws of the jurisdiction of its organization and has the authority to consummate the issuance;
- as of (i) each issue date of a series, class or tranche of notes, (ii) each date Additional Accounts are designated and their receivables transferred to the issuing entity or one or more additional collateral certificates are transferred to the issuing entity and (iii) each date the Invested Amount of an existing collateral certificate included in the issuing entity is increased, the transfer agreement and each other document relating to the issuance to which it is a party constitutes a legal, valid and binding obligation enforceable against the transferor; and
- as of (i) each issue date of a series, class or tranche of notes and (ii) each date Additional Accounts are designated and their receivables transferred to the issuing entity or one or more additional collateral certificates are transferred to the issuing entity, the issuing entity has all right, title and interest in the

receivables and any collateral certificates transferred to the issuing entity by the transferor or has a first priority perfected security interest in these receivables and any collateral certificates.

In the event of a material breach of any of the representations and warranties described in the above paragraphs that has a material adverse effect on the noteholders' interest in the receivables or collateral certificates or the availability of the proceeds thereof to the issuing entity (which determination will be made without regard to whether funds are then available pursuant to any supplemental credit enhancement), either the indenture trustee or holders of notes evidencing more than 50% of the outstanding dollar principal amount of all notes, by written notice to the transferor, the administrator and the servicer (and to the issuer trustee and the indenture trustee if given by such noteholders), may direct the transferor to accept the reassignment of the receivables or the collateral certificates included in the issuing entity within 60 days of such notice, or within such longer period specified in such notice. The transferor will be obligated to accept the reassignment of such receivables or collateral certificates on the First Note Transfer Date following the Monthly Period in which such reassignment obligation arises. Such reassignment will not be required to be made, however, if on any day during such applicable period, the relevant representation and warranty shall then be true and correct in all material respects.

The price for such reassignment will be the Reassignment Amount. On the First Note Transfer Date following the Monthly Period in which such reassignment obligation arises, the applicable transferor will deposit the portion of the Reassignment Amount attributable to the applicable notes in the collection account to be treated as Principal Collections or Finance Charge Collections. The payment of such Reassignment Amount in immediately available funds will be considered a payment in full of the noteholders' interest and such funds will be distributed upon presentation and surrender of the related notes. If the indenture trustee or holders of notes give a notice as provided above, the obligation of the transferor to make any such deposit will constitute the sole remedy respecting a breach of the representations and warranties available to those noteholders or the indenture trustee on behalf of those noteholders.

On each issue date of a series, class or tranche of notes, the indenture trustee will authenticate and deliver one or more notes representing that series, class or tranche, in each case against payment to the transferor of the net proceeds of the sale of the notes. In the case of the issue date for the first series of notes, the indenture trustee will register in the issuing entity's books and records the uncertificated interests of the transferor in the Transferor Amount.

In connection with each transfer of receivables to the issuing entity, the computer records relating to such receivables will be marked to indicate that those receivables have been conveyed to the issuing entity. In addition, the issuing entity and the indenture trustee will be provided with a computer file containing a true and complete list showing for each account, as of the applicable date of designation, its account number. In connection with each transfer of a collateral certificate to the issuing entity, the official records of the transferor will be marked to indicate that such collateral certificate has been transferred to the issuing entity and the issuing entity and the indenture trustee will be provided with a list showing each collateral certificate transferred to the issuing entity.

The transferor will retain and will not deliver to the indenture trustee any other records or agreements relating to the accounts, the receivables or any collateral certificates. Except as set forth above, the records and agreements relating to the accounts, the receivables and any collateral certificates will not be segregated from those relating to other accounts, receivables or collateral certificates, and the physical documentation relating to the accounts, receivables or collateral certificates will not be stamped or marked to reflect the transfer to the transferor or the issuing entity. The transferor has filed and is required to file financing statements for or provide for the registration of the transfer of the receivables or collateral certificates to the issuing entity meeting the requirements of the PPSA.

#### ***Regarding the Accounts, the Receivables and the Collateral Certificates***

Under the transfer agreement, the transferor makes representations and warranties to the issuing entity to the effect that, among other things:

- as of each applicable cut-off date on which an account is selected to be included in the Trust Portfolio, each account was an Eligible Account;

- as of each applicable selection date, each of the receivables then existing in the accounts was an Eligible Receivable;
- as of the date of creation of any new receivable, such receivable is an Eligible Receivable; and
- as of each date on which a collateral certificate is transferred to the issuing entity, such collateral certificate is an Eligible Collateral Certificate.

If the transferor materially breaches any representation and warranty described in this paragraph, and such breach remains uncured for 60 days (or such longer period, not in excess of 120 days, as to which the servicer and the indenture trustee agree) after the earlier to occur of the discovery of the breach by the transferor and receipt of written notice of the breach by the transferor, and the breach has a material adverse effect on any noteholders' interest in that receivable or collateral certificate, all of the Ineligible Receivables or Ineligible Collateral Certificates will be reassigned to the transferor on the terms and conditions set forth below. In such case, the Ineligible Receivable or the Ineligible Collateral Certificate, as applicable, will no longer be included as part of the issuing entity's assets and the account related to the Ineligible Receivable will no longer be included in the Trust Portfolio.

An Ineligible Receivable will be reassigned to the transferor on or before the Monthly Period in which such reassignment obligation arises by the servicer deducting the portion of such Ineligible Receivable that is a Principal Receivable from the aggregate amount of Principal Receivables used to calculate the Transferor Amount and the Pool Balance. An Ineligible Collateral Certificate shall be delivered by the indenture trustee to the transferor with a valid assignment in the name of the transferor, and the servicer will deduct the Invested Amount of each such Ineligible Collateral Certificate from the Transferor Amount and the Pool Balance. In the event that the exclusion of an Ineligible Receivable or an Ineligible Collateral Certificate from the calculation of the Transferor Amount or the Pool Balance would cause the Transferor Amount to be reduced below the Required Transferor Amount or the Pool Balance to be reduced below the Required Pool Balance, on the first payment date following the Monthly Period in which such reassignment obligation arises, the transferor will make a deposit in the excess funding account in immediately available funds in an amount equal to the greater of the amount by which (x) the Transferor Amount would be reduced below the Required Transferor Amount or (y) the Pool Balance would be reduced below the Required Pool Balance.

The reassignment of any Ineligible Receivable or Ineligible Collateral Certificate to the transferor, and the obligation of the transferor to make deposits into the excess funding account as described in the preceding paragraph, is the sole remedy respecting any breach of the representations and warranties described in the preceding paragraphs with respect to such receivable or collateral certificate available to the holder of notes or the indenture trustee on behalf of those noteholders.

#### ***Additional Representations and Warranties***

It is not required or anticipated that the indenture trustee will make any initial or periodic general examination of the receivables or collateral certificates or any records relating to the receivables or collateral certificates for the purpose of establishing the presence or absence of defects, the compliance by the transferor of its representations and warranties or for any other purpose. In addition, it is not anticipated or required that the indenture trustee will make any initial or periodic general examination of the servicer for the purpose of establishing the compliance by the servicer with its representations or warranties or the performance by the servicer of its obligations under the servicing agreement or for any other purpose.

#### **Certain Matters Regarding the Servicer and the Administrator of the Issuing Entity**

TD will service the receivables arising in the portfolios of personal consumer and business accounts owned by it or any of its affiliates, which are included in the issuing entity pursuant to the transfer agreement. The receivables are sold on a fully-serviced basis and TD will not be entitled to receive a separate servicing fee as compensation for its servicing activities or as reimbursement for any expenses incurred by it as servicer. Successor servicers may be entitled to receive successor servicing fees as compensation for its servicing activities and as reimbursement for any expenses incurred by it as servicer. See "*Deposit and Application of Funds—Servicer Compensation and other Fees and Expenses.*"

The servicer may not resign from its obligations and duties under the servicing agreement except:

- (i) upon determination that the performance of such obligations and duties is no longer permissible under applicable law, or
- (ii) if such obligations and duties are assumed by an entity eligible to assume such duties pursuant to the terms of the servicing agreement.

No such resignation will become effective until the indenture trustee or a successor to the servicer has assumed the servicer's obligations and duties under the servicing agreement. Notwithstanding the foregoing, the servicer may assign part or all of its obligations and duties as servicer under the servicing agreement if such assignment satisfies the Note Rating Agency Condition. If a servicer resigns from its obligations and duties upon determination that the performance of such obligations and duties is no longer permissible under applicable law, the indenture trustee will immediately petition a court of competent jurisdiction to appoint any established institution qualifying as an eligible servicer as the successor servicer under the servicing agreement.

Any person into which, in accordance with the servicing agreement, the servicer may be merged or consolidated or any person resulting from any merger or consolidation to which the servicer is a party, or any person succeeding to the business of the servicer, will be the successor to the servicer under the servicing agreement.

In addition, TD or any of its affiliates will be the administrator of the issuing entity and will agree, to the extent provided in the servicing agreement, to provide notices and to perform on behalf of the issuing entity all administrative obligations required by the trust indenture and as described in the servicing agreement. As compensation for its performance of the administrator's obligations under the servicing agreement, the administrator will be entitled to a monthly fee not to exceed U.S.\$5,000, in addition to reimbursement for its liabilities and extra out-of-pocket expenses related to its performance of the administrator's obligations, to be paid by the transferor.

### **Servicer Covenants**

In the servicing agreement, the servicer has agreed that, as to the receivables included in the issuing entity and the related accounts designated to be included in the Trust Portfolio, it will, among other things:

- duly satisfy all obligations on its part to be fulfilled under or in connection with the receivables or the related accounts, and will maintain in effect all qualifications required in order to service the receivables or accounts, the failure to comply with which would have a material adverse effect on its ability to perform as servicer under the servicing agreement;
- not authorize any rescission or cancellation of the receivables or any collateral certificate, except in accordance with the account guidelines, pursuant to any requirements of laws, or as ordered by a court of competent jurisdiction or other governmental authority;
- take no action which, nor omit to take any action the omission of which, would impair the rights of the issuing entity, the indenture trustee or the noteholders of any series, class or tranche of notes in the receivables or any collateral certificate;
- not reschedule, revise or defer payments due on the receivables, except in accordance with the account guidelines or pursuant to any requirements of laws; and
- except in connection with its enforcement or collection of an account, take no action to cause any receivables to be evidenced by any instrument, investment property or chattel paper (as defined in the PPSA) and, if any receivable is so evidenced as a result of the servicer's action, it shall be deemed to be an Ineligible Receivable and shall be assigned to the servicer as provided below.

Under the terms of the servicing agreement, in the event any of the representations, warranties or covenants of the servicer contained in the clauses above is breached, and such breach has a material adverse effect on the indenture trustee's or the issuing entity's interest in such receivable or collateral certificate, as applicable, and is not cured within 60 days (or such longer period, not in excess of 150 days, as may be agreed to by the indenture trustee

and the transferor) from the earlier to occur of the discovery of such event by the servicer, or receipt by the servicer of written notice of such event given by the transferor or the indenture trustee, then all receivables in the account or accounts or each collateral certificate to which such event relates shall be assigned to the servicer on the terms and conditions set forth below; *provided, however*, that such receivables will not be assigned to the servicer if, on any day prior to the end of such 60-day or longer period:

- the relevant representation and warranty shall be true and correct, or the relevant covenant shall have been complied with, in all material respects, and
- the servicer shall have delivered to the transferor and the indenture trustee an officer's certificate describing the nature of such breach and the manner in which such breach was cured.

Such assignment and transfer will be made when the servicer deposits an amount equal to the amount of such receivables or the Invested Amount of such collateral certificate in the collection account on the First Note Transfer Date following the Monthly Period during which such obligation arises. This reassignment or transfer and assignment to the servicer constitutes the sole remedy available to the noteholders of any series, class or tranche of notes if such representation, warranty or covenant of the servicer is not satisfied and the interest of the indenture trustee in any such reassigned receivables shall be automatically assigned to the servicer.

### **Servicer Default and Appointment of Successor Servicer**

In the event of any Servicer Default, either the indenture trustee or noteholders evidencing more than 50% of the aggregate outstanding dollar principal amount of all affected series of notes, by written notice, referred to as a termination notice, to the servicer and the issuer trustee (and to the indenture trustee if given by the noteholders) may terminate all of the rights and obligations of the servicer, as servicer, under the servicing agreement. Any such termination and appointment is called a service transfer.

Upon the receipt of a termination notice by the servicer, the indenture trustee shall as promptly as possible appoint a successor servicer. Prior to any appointment of a successor servicer, the indenture trustee will seek to obtain bids from potential servicers meeting certain eligibility requirements set forth in the servicing agreement to serve as a successor servicer. The transferor also has the right to nominate a successor servicer. The successor servicer may be an affiliate of TD, any entity into which TD or its affiliate may be merged or converted or with which any of them may be consolidated, any entity resulting from any merger, conversion or consolidation to which TD or its affiliate will be a party, any entity succeeding to all or substantially all of the assets of TD or its affiliate, or an entity which, at the time of its appointment as successor servicer, (i) is in the business of servicing consumer receivables, (ii) is legally qualified and has the legal capacity to service the Trust Portfolio, and (iii) is qualified to use the software that is then being used to service the accounts or obtains the right to use or has its own software which is adequate to perform its duties under the servicing agreement and other securitization agreements. If the only Servicer Default is bankruptcy-, insolvency-, receivership- or conservatorship-related, however, the bankruptcy trustee, the receiver or the conservator for the servicer or the servicer itself as debtor-in-possession may have the power to prevent the indenture trustee or noteholders from appointing a successor servicer.

The rights and interests of the transferor under the transfer agreement and the servicing agreement and in the transferor indebtedness will not be affected by any termination notice or service transfer.

The successor servicer shall accept its appointment by written instrument acceptable to the indenture trustee. The successor servicer is entitled to compensation out of collections. *See "Deposit and Application of Funds—Servicer Compensation and other Fees and Expenses."* Because TD, as servicer, has significant responsibilities with respect to the servicing of the receivables, the indenture trustee may have difficulty finding a suitable successor servicer. Potential successor servicers may not have the capacity to perform adequately the duties required of a successor servicer or may not be willing to perform such duties for the amount of the successor servicing fee payable under the applicable indenture supplement. The indenture trustee will notify each rating agency that has rated any outstanding series, class or tranche of notes, the transferor and the administrator upon the removal of the servicer and upon the appointment of a successor servicer.

## **Servicer Report**

The servicing agreement provides that, on or before January 31 of each calendar year, beginning with calendar year 2017, the servicer will provide to the indenture trustee, the issuer trustee, each transferor, and each rating agency a statement of compliance with respect to such calendar year in the form of an officer's certificate of the servicer to the effect that the servicer has fully performed, or caused to be fully performed, its obligations in all material respects under the servicing agreement, or, if there has been a failure to perform any such obligation in any material respect, specifying such failure known to the servicer and the nature and status of such failure.

## **Indemnification**

The servicing agreement provides that the servicer, subject to certain exceptions, will indemnify the transferor, the issuing entity, the issuer trustee and the indenture trustee from and against any loss, liability, expense, damage or injury suffered or sustained arising out of certain of the servicer's actions or omissions with respect to the issuing entity pursuant to the servicing agreement. The servicer, subject to certain exceptions, will also indemnify the issuing entity, the issuer trustee and the indenture trustee from and against any loss, liability, expense, damage or injury suffered or sustained arising out of the administration of the issuing entity by the issuer trustee or the indenture trustee (including in its capacity as registrar and paying agent) pursuant to the servicing agreement.

Except as provided in the preceding paragraph, the transfer agreement and the servicing agreement provide that neither the transferor nor the servicer nor any of their respective directors, officers, employees, members or agents will be under any other liability to the issuing entity, the issuer trustee, the indenture trustee, the noteholders, any provider of supplemental credit enhancement or any other person for any action taken, or for refraining from taking any action, in good faith pursuant to the transfer agreement or servicing agreement, as applicable. However, neither the transferor nor the servicer will be protected against any liability which would otherwise be imposed by reason of negligence, fraud, willful misconduct or bad faith of the transferor, the servicer or any such person in the performance of their duties or by reason of reckless disregard of their obligations and duties thereunder.

In addition, the servicing agreement provides that the servicer is not under any obligation to appear in, prosecute or defend any legal action which is not incidental to its servicing responsibilities under the servicing agreement. The servicer may, in its sole discretion, undertake any such legal action which it may deem necessary or desirable for the benefit of noteholders with respect to the servicing agreement and the rights and duties of the parties thereto and the interests of the noteholders thereunder.

## **Collection and Other Servicing Procedures**

TD has been servicing credit card accounts since TD began offering such accounts in 1968. TD has serviced securitized credit card receivables since 1998 in its capacity as the servicer of the York Receivables Trust II. TD also serviced securitized credit card receivables in its capacity as the servicer of the York Receivables Trust III. See "*Transaction Parties — The Seller*" in this offering memorandum. TD currently is the servicer of the issuing entity and, in the future, may be the servicer of other master trusts or other securitization special purpose entities.

Pursuant to the servicing agreement, the servicer, whether acting itself or through a third party, is responsible for servicing, collecting, enforcing and administering the receivables in accordance with customary and usual procedures for servicing similar credit or charge receivables.

Servicing activities to be performed by the servicer include collecting and recording payments, communicating with cardholders, investigating payment delinquencies, providing billing and tax records to cardholders and maintaining internal records with respect to each account. Managerial and custodial services performed by the servicer on behalf of the issuing entity include providing assistance in any inspections of the documents and records relating to the accounts and receivables by the indenture trustee pursuant to the servicing agreement, maintaining the agreements, documents and files relating to the accounts and receivables as custodian for the issuing entity and providing related data processing and reporting services for noteholders and on behalf of the indenture trustee.

If TD were to become a debtor in a bankruptcy case, a Servicer Default would occur and TD could be removed as servicer for the issuing entity and a successor servicer would be appointed. See "*Sources of Funds to Pay the Notes—Servicer Default*" for more information regarding the appointment of a successor servicer.

## **Outsourcing of Servicing**

Pursuant to the servicing agreement, TD, as servicer, has the right to delegate or outsource its duties as servicer to any person who agrees to conduct such duties in accordance with the servicing agreement, the applicable account guidelines and the applicable account agreements. TD has outsourced certain of its servicing functions by contracting with affiliated and unaffiliated third parties.

The performance of certain servicing functions has been outsourced by TD and its affiliates to third party vendors. TD has a contractual arrangement with Total Systems Services, Inc. (**TSYS**) under which TSYS performs certain data processing and administrative functions associated with servicing credit card receivables. Other functions that are performed by outside vendors include card production and fulfillment, card replacement, contacting customers to collect delinquent and written-off balances, responding to telephone service center inquiries, front end processing of customer disputes, data entry and imaging and remittance processing. Among other functions, TD and its affiliates identify areas of risk, design, develop and implement models to minimize financial exposure, develop credit underwriting policies and procedures, underwrite and re-underwrite accounts and formulate risk management and credit criteria. The logic and rules inherent in the systems used by outside vendors to route customer inquiries and to make decisions about accounts are developed by TD and its affiliates. Third party vendors are required to follow detailed account management procedures and policies of TD in connection with any decisions made with respect to accounts with respect to which they provide services. TD and its affiliates regularly monitor and assess the performance of material third party vendors to measure vendor quality and compliance. All third party vendors are required to comply with the account originators' security and information protection requirements. Decisions to retain a third party vendor are based on cost, the ability of third parties to provide greater flexibility to TD and its affiliates, experience, financial stability, the ability of the third parties to comply with our regulatory requirements and various other factors.

TD and its affiliates retain the right to change various terms and conditions of the agreements with the third party vendors, and retain the right to change the third party vendors themselves. These changes may be the result of several different factors, including but not limited to: expiration of the servicing contract with the vendor, customer satisfaction, vendor quality and financial strength, compliance with required service levels, adherence to data protection and privacy requirements, adherence to security standards and requirements, performance and skill evaluations, risk management policies, and cost considerations. Accordingly, third party vendors who provide services to TD, its affiliates and its cardholders may change from time to time, and noteholders will not be notified of any change. Similarly, to the extent that the terms and conditions are altered for agreements with third party vendors, noteholders will not be given notice of those changes.

If an affiliated or unaffiliated third party performing certain outsourced or delegated functions were to enter bankruptcy or become insolvent, then the servicing of the accounts in the Trust Portfolio could be delayed and payments on your notes could be accelerated, delayed or reduced.

## **Merger or Consolidation of the Transferor or the Servicer**

The transfer agreement provides that the transferor may not consolidate with or merge into, or sell all or substantially all of its assets as an entirety to, any other entity unless:

- (a) the surviving entity is organized under the laws of Canada or any province or territory thereof;
- (b) in a supplement to the transfer agreement, the surviving entity expressly assumes the transferor's obligations under the transfer agreement and each related securitization agreement;
- (c) the transferor shall have delivered to the issuer trustee and the indenture trustee an officer's certificate and an opinion of counsel to the effect that such consolidation, merger, conveyance transfer or sale and the supplement to the transfer agreement comply with the transfer agreement, and regarding the enforceability of the assumption agreement against the surviving entity (with certain bankruptcy and equity-related exceptions);

(d) all filings required to perfect the issuing entity's interest in any receivables or collateral certificates to be conveyed by the surviving entity shall have been duly made and copies thereof shall have been delivered to the indenture trustee and the issuer trustee;

(e) the indenture trustee and the issuer trustee shall have received an opinion of counsel with respect to clause (d) above and certain other matters specified in the transfer agreement; and

(f) the Note Rating Agency Condition shall have been satisfied.

Under the servicing agreement, the servicer may not consolidate with or merge into, or sell all or substantially all of its assets as an entirety to, any other entity unless, among other things:

(a) the surviving entity is, if the servicer is not the surviving entity, a corporation, trust company or chartered bank organized and existing under the laws of Canada or any province or territory thereof or is a special purpose entity whose powers and activities are limited;

(b) in a supplement to the servicing agreement, the surviving entity expressly assumes the servicer's obligations under the servicing agreement and each related securitization agreement;

(c) the servicer shall have delivered to the issuer trustee and the indenture trustee an officer's certificate and an opinion of counsel to the effect that such consolidation, merger, conveyance transfer or sale comply with the servicing agreement;

(d) the servicer shall have delivered prompt notice of the consolidation, merger or transfer of assets to each rating agency that has rated any outstanding series, class or tranche of notes; and

(e) the surviving entity is an eligible servicer under the servicing agreement.

#### **Assumption of the Transferor's Obligations**

The transfer agreement permits a transfer of all or a portion of the transferor's credit card accounts and the receivables arising thereunder. This transfer may include all (but not less than all) of the transferor's remaining interest in the receivables and any collateral certificates and its interest in the transferor indebtedness, together with all other obligations under the transfer agreement or relating to the transactions contemplated thereby, to another entity that may or may not be affiliated with the transferor. Pursuant to the transfer agreement, the transferor is permitted to assign, convey and transfer these assets and obligations to such other entity, without the consent or approval of the noteholders of any series, class or tranche of notes, if the following conditions, among others, are satisfied:

(a) in a supplement to the transfer agreement, the assuming entity expressly assumes the transferor's obligations under the transfer agreement and each related securitization agreement;

(b) the transferor shall have delivered to the indenture trustee and the issuer trustee an officer's certificate and an opinion of counsel each stating that such transfer and assumption comply with the transfer agreement and regarding the enforceability of the assumption agreement against the assuming entity (with certain bankruptcy and equity-related exceptions);

(c) all filings required to perfect the issuing entity's interest in any receivables or collateral certificates to be conveyed by the assuming entity shall have been duly made and copies thereof shall have been delivered to the indenture trustee and the issuer trustee;

(d) the Note Rating Agency Condition shall have been satisfied with respect to such transfer and assumption; and

(e) the indenture trustee and the issuer trustee shall have received an opinion of counsel to the effect that such transfer and assumption constitute a sale and that the condition in paragraph (c) above with respect to filings has been satisfied.



After any permitted transfer and assumption, the assuming entity will be considered a transferor for all purposes hereof, and the transferor will have no further obligation under the transfer agreement or any related securitization agreement.

### **Deposit and Application of Funds**

The Series 2016-3 indenture supplement specifies how Series Available Finance Charge Collections, Series Available Principal Collections and other amounts allocated to the Series 2016-3 notes will be deposited into the issuing entity accounts established for the Series 2016-3 notes to provide for the payment of interest on and principal of Series 2016-3 notes as payments become due. The following sections summarize those provisions.

#### **Allocations of Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee**

Pursuant to the trust indenture, with respect to each Monthly Period, the indenture trustee, at the direction of the servicer, will allocate among the Series 2016-3 notes and all other series of notes outstanding Finance Charge Collections, Principal Collections, the Default Amount and any Successor Servicing Fee, each with respect to such Monthly Period as described in *“Sources of Funds to Pay the Notes—Deposits of Collections”* and, with respect to the Series 2016-3 notes specifically, as described below. The servicer’s compliance with its obligations under the servicing agreement will be independently verified as described under *“Sources of Funds to Pay the Notes—Servicer Report.”*

With respect to each Monthly Period, the indenture trustee will, at the direction of the servicer (without independent verification of its authority), allocate to the Series 2016-3 notes the product of:

- the Series Floating Allocation Percentage, and
- the amount of Finance Charge Collections.

The Finance Charge Collections allocated to the Series 2016-3 notes described above are referred to in this offering memorandum as **“Series Finance Charge Collections.”**

In addition, with respect to each Monthly Period, the indenture trustee will, at the direction of the servicer, allocate to the Series 2016-3 notes:

- the product of the Series Principal Allocation Percentage and the amount of Principal Collections with respect to such Monthly Period,
- the product of the Series Floating Allocation Percentage and the Default Amount with respect to such Monthly Period, and
- the product of the Series Floating Allocation Percentage and any Successor Servicing Fee with respect to such Monthly Period.

The Principal Collections, Default Amount and any Successor Servicing Fee allocated to the Series 2016-3 notes described above are referred to in this offering memorandum as **“Series Principal Collections,”** the **“Series Default Amount”** and the **“Series Successor Servicing Fee,”** respectively.

For a detailed description of the percentage used by the indenture trustee in allocating Finance Charge Collections, the Default Amount and any Successor Servicing Fee to the Series 2016-3 notes, see the definition of “Series Floating Allocation Percentage” in the *“Glossary of Defined Terms.”* For a detailed description of the percentage used by the indenture trustee in allocating Principal Collections to the Series 2016-3 notes, see the definition of “Series Principal Allocation Percentage” in the *“Glossary of Defined Terms.”*

In the case of a series of notes having more than one class or tranche, Principal Collections, Finance Charge Collections, the Default Amount and the successor servicing fee allocated to that series of notes may be further

allocated and applied to each class or tranche of notes in the manner and order of priority described in the related offering memorandum.

Additional amounts may be allocated to a series, class or tranche of notes if the noteholders of that series, class or tranche have the benefit of a derivative agreement, a supplemental credit enhancement agreement or a supplemental liquidity agreement. The specific terms of a derivative agreement, supplemental credit enhancement agreement or supplemental liquidity agreement, if any, including how any payments made pursuant to any of these agreements will be applied, will be set out in the related offering memorandum. See “*Description of the Swap Agreement*” for a description of the Swap Agreement for the benefit of the Class A notes.

Upon a sale of assets in the issuing entity following (i) an event of default and acceleration or (ii) the legal maturity date, as described in “*Sale of Assets*,” the Nominal Liquidation Amount will be reduced to zero. After such sale, Principal Collections and Finance Charge Collections will no longer be allocated to the Series 2016-3 notes.

The servicer will allocate to the holder of the transferor indebtedness, the Transferor Percentage of Finance Charge Collections, Principal Collections, the Default Amount and any successor servicing fee. However, if the Transferor Amount is, or as a result of the allocation would become, less than the Required Transferor Amount or the Pool Balance is, or as a result of the allocation would become, less than the Required Pool Balance, Principal Collections will be deposited into the excess funding account before being allocated to the holder of the transferor indebtedness. Finance Charge Collections allocated to the holder of the transferor indebtedness may be applied to cover certain shortfalls in the amount of investment earnings (net of losses and investment expenses) on investments of funds in certain bank accounts, such as the principal funding account, for the benefit of noteholders as described in “*Sources of Funds to Pay the Notes—Required Transferor Amount*” and “*Required Pool Balance*.”

#### **Payments of Interest, Fees and other Items**

On each Payment Date, Reallocation Group A Finance Charge Collections allocated to the Series 2016-3 notes as described in “*Reallocations Among Different Series Within Reallocation Group A*,” along with certain other amounts described in the definition of “Series Available Finance Charge Collections” in the “*Glossary of Defined Terms*” will be applied by the indenture trustee in the following order and priority:

- *first*, (i) if no Swap Termination Event has occurred, to the swap counterparty in payment of the Interest Rate Swap Payment (which will not include any amounts payable of the issuing entity upon any applicable early termination under the Swap Agreement) for such Payment Date and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the administrator for conversion to U.S. dollars pursuant to the Series 2016-3 indenture supplement and deposit to the Class A note payment account, an amount equal to the Class A Canadian Dollar Monthly Interest due for the related Payment Date and past due for any prior Payment Dates *plus* the Canadian dollar equivalent of Class A Additional Interest due for the related Payment Date and past due for any prior Payment Dates;
- *second*, an amount equal to the Class B Monthly Interest *plus* Class B Additional Interest due for the related Payment Date and past due for any prior Payment Dates, will be deposited to the interest funding account for payment to the Class B noteholders on the next Interest Payment Date with respect to the Class B notes or such Payment Date if it is an Interest Payment Date with respect to the Class B notes, as applicable;
- *third*, an amount equal to the Class C Monthly Interest *plus* Class C Additional Interest due for the related Payment Date and past due for any prior Payment Dates, will be deposited to the interest funding account for payment to the Class C noteholders on the next Interest Payment Date with respect to the Class C notes or such Payment Date if it is an Interest Payment Date with respect to the Class C notes, as applicable;
- *fourth*, an amount equal to the Series Successor Servicing Fee due for the related Payment Date and past due for any prior Payment Date, will be paid to the servicer;
- *fifth*, an amount equal to the Series Default Amount for such Payment Date will be treated as Series Available Principal Collections;

- *sixth*, an amount equal to the unreimbursed reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount will be treated as Series Available Principal Collections;
- *seventh*, to make targeted deposits, if any, to the accumulation reserve account;
- *eighth*, to make targeted deposits, if any, to the Class C reserve account;
- *ninth*, an amount equal to any swap termination payments to be made by the issuing entity, *plus* the amount of any swap termination payments to be made by the issuing entity previous due but not paid on a prior Payment Date, will be made to the swap counterparty;
- *tenth*, an amount equal to the payment then due pursuant to the Subordinated Loan Agreement on the related Payment Date, *plus* the amount of any Subordinated Loan Agreement payment previously due but not paid on a prior Payment Date, will be paid to the subordinated lender;
- *eleventh*, following an event of default and acceleration of the Series 2016-3 notes, the balance, if any, up to the outstanding dollar principal amount of the Series 2016-3 notes less the amount of Series Available Principal Collections allocated to the Series 2016-3 notes on that Payment Date will be treated as Series Available Principal Collections;
- *twelfth*, an amount equal to CDN\$100 will be made to the issuing entity for the benefit of the beneficiary in accordance with the Declaration of Trust; and
- *thirteenth*, all remaining amounts will be treated as Shared Excess Available Finance Charge Collections and will be available to cover any shortfalls in Finance Charge Collections allocated to other series in Shared Excess Available Finance Charge Collections Group A and, after payment of these shortfalls, the remaining amount will be paid to the holder of the transferor indebtedness.

If Series Available Finance Charge Collections are not sufficient to make all required payments and applications as described above, Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes will be available to make such required payments. Shared Excess Available Finance Charge Collections allocated to the Series 2016-3 notes will be allocated in the same manner and priority as Series Available Finance Charge Collections described above. While any series of notes may be included in Shared Excess Available Finance Charge Collections Group A, there can be no assurance that any other series will be included in Shared Excess Available Finance Charge Collections Group A or that there will be any Shared Excess Available Finance Charge Collections. See “—Groups—Shared Excess Available Finance Charge Collections.”

### **Reductions in the Series Nominal Liquidation Amount due to Charge-Offs and Reallocated Principal Collections**

The Series Default Amount represents the Series 2016-3 notes’ share of losses from the Trust Portfolio. On the Business Day prior to each Payment Date, the servicer will calculate the Series Default Amount, if any, for the prior Monthly Period. If the Series Default Amount exceeds the amount of Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes for such Monthly Period and available to fund this amount, then the Series Nominal Liquidation Amount will be reduced by the excess. This excess is referred to as a “charge-off.”

On each Payment Date, if the sum of the Interest Rate Swap Payment to the swap counterparty (or, in the case of a swap termination event, the sum of the Class A Canadian Dollar Monthly Interest and the Canadian dollar equivalent of the Class A Additional Interest), Class B Monthly Interest, Class B Additional Interest, the Series Successor Servicing Fee, past due amounts thereon and the Series Default Amount cannot be paid from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, as described in “—Payments of Interest, Fees and other Items,” then Reallocated Principal Collections will be used to pay these amounts and the Series Nominal Liquidation Amount will be reduced

accordingly. However, with respect to the Interest Rate Swap Payment to the swap counterparty (or, in the case of a swap termination event, the sum of the Class A Canadian Dollar Monthly Interest and the Canadian dollar equivalent of the Class A Additional Interest), the Series Successor Servicing Fee, including past due amounts thereon, and the Series Default Amount, the amount of these Reallocated Principal Collections cannot exceed 6.5% of the initial Series Nominal Liquidation Amount, *minus* any reductions due to previous charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee and past due amounts thereon, in each case that have not been reimbursed. With respect to Class B Monthly Interest, Class B Additional Interest and past due amounts thereon, the amount of these Reallocated Principal Collections cannot exceed 2.5% of the initial Series Nominal Liquidation Amount, *minus* any reductions due to charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections previously used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, in each case that have not been reimbursed.

In no event will the Series Nominal Liquidation Amount be reduced below zero. Reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount may be reimbursed from subsequent Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes and available to fund this amount. A reduction in the Series Nominal Liquidation Amount will reduce the allocation of Finance Charge Collections and Principal Collections to the Series 2016-3 notes. If the Series Nominal Liquidation Amount is reduced to zero, the Series 2016-3 notes will not receive any further allocations of Finance Charge Collections and Principal Collections.

### **Payments of Principal**

On each Payment Date with respect to the revolving period, all Series Available Principal Collections will be treated as Shared Excess Available Principal Collections and applied as described in “—*Shared Excess Available Principal Collections*. ”

On each Payment Date with respect to the controlled accumulation period and the early amortization period, all Series Available Principal Collections will be distributed or deposited in the following priority:

- during the controlled accumulation period, an amount equal to the Monthly Principal will be deposited in the principal funding account in an amount not to exceed the Controlled Deposit Amount;
- during the early amortization period, an amount equal to the Monthly Principal will be paid *first*, (i) if no Swap Termination Event has occurred, to the swap counterparty in payment of the Party B Interim Exchange Amount (which will not include any amounts payable of the issuing entity upon any applicable early termination under the Swap Agreement) and deposit by the swap counterparty to the Class A note payment account, and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the administrator for conversion to U.S. dollars pursuant to the indenture supplement and deposit to the Class A note payment account, in each case for payment to the Class A noteholders until the Class A notes have been paid in full, *second*, to the Class B noteholders until the Class B notes have been paid in full and *third*, to the Class C noteholders until the Class C notes have been paid in full; and
- on each Payment Date during the controlled accumulation period and the early amortization period, the balance of Series Available Principal Collections not applied as described above will be treated as Shared Excess Available Principal Collections and applied as described in “—*Shared Excess Available Principal Collections*. ”

On the earlier to occur of (i) the first Payment Date with respect to the early amortization period and (ii) the expected final payment date, the indenture trustee will withdraw from the principal funding account and distribute *first*, (A) if no Swap Termination Event has occurred, to the swap counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable, and (B) from and after the occurrence and during the

continuance of a Swap Termination Event, to the administrator for conversion to U.S. dollars pursuant to the indenture supplement up to the Canadian dollar equivalent of the stated principal amount of the Class A notes, in each case for payment to the Class A noteholders until the Class A notes have been paid in full, *second*, to the Class B noteholders until the Class B notes have been paid in full, and *third*, to the Class C noteholders until the Class C notes have been paid in full, the amounts deposited into the principal funding account.

#### **Limit on Allocations of Series Available Principal Collections and Series Available Finance Charge Collections**

The Series 2016-3 notes will be allocated Series Principal Collections and Series Finance Charge Collections solely to the extent of the Series Nominal Liquidation Amount. Therefore, if the Series Nominal Liquidation Amount has been reduced due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, the Series 2016-3 notes will not be allocated Principal Collections or Finance Charge Collections to the extent of such reductions. However, any funds in the principal funding account, any funds in the accumulation reserve account and, in the case of the Class C notes, any funds in the Class C reserve account, will still be available to pay principal of and interest on the Series 2016-3 notes. If the Series Nominal Liquidation Amount has been reduced due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, it is possible for the Series Nominal Liquidation Amount to be increased by subsequent allocations of Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes that are allocated to fund this amount. However, there are no assurances that there will be any Series Available Finance Charge Collections or Shared Excess Available Finance Charge Collections available to increase the Series Nominal Liquidation Amount.

#### **Sale of Assets**

Assets in the issuing entity may be sold following (i) an event of default and acceleration of the Series 2016-3 notes and (ii) the series legal maturity date. *See “The Trust Indenture—Events of Default.”*

If an event of default occurs and the Series 2016-3 notes are accelerated before the series legal maturity date, the issuing entity may sell assets if the conditions described in “*The Trust Indenture—Events of Default*” and “*—Events of Default Remedies*” are satisfied. This sale will take place at the option of the indenture trustee or at the direction of the holders of more than 66⅔% of the aggregate outstanding dollar principal amount of the Series 2016-3 notes. However, a sale will only be permitted if at least one of the following conditions is met:

- the holders of 100% of the aggregate outstanding dollar principal amount of the Series 2016-3 notes consent; or
- the net proceeds of such sale, plus amounts on deposit in the issuing entity accounts would be sufficient to pay all amounts due on the Series 2016-3 notes.

If the Series Nominal Liquidation Amount is greater than zero on the series legal maturity date, after giving effect to any allocations, deposits and payments to be made on such date, the sale of assets in the issuing entity will take place no later than seven Business Days following the series legal maturity date.

The principal amount of assets designated for sale will be an amount not to exceed the sum of (i) the Series Nominal Liquidation Amount and (ii) the product of the Series Nominal Liquidation Amount and the Discount Option Percentage. Proceeds from such a sale will be paid first, (i) if no Swap Termination Event has occurred, to the swap counterparty up to the Party B Interim Exchange Amount or the Party B Final Exchange Amount, as applicable, and (ii) from and after the occurrence and during the continuance of a Swap Termination Event, to the administrator for conversion to U.S. dollars pursuant to the indenture supplement up to the Canadian dollar equivalent of the stated principal amount of the Class A notes, in each case for payment to the Class A noteholders until payment in full of the stated principal amount of, and all accrued, unpaid and additional interest on, the Class A

notes, then to the Class B noteholders until payment in full of the stated principal amount of, and all accrued, unpaid and additional interest on, the Class B notes and finally to the Class C noteholders.

The Series Nominal Liquidation Amount will be reduced to zero upon such sale even if the proceeds of that sale and amounts on deposit in the issuing entity accounts for the Series 2016-3 notes are not enough to pay all remaining amounts due on the Series 2016-3 notes. After such sale, Principal Collections and Finance Charge Collections will no longer be allocated to the Series 2016-3 notes. Noteholders will receive the proceeds of the sale, but no more than the outstanding dollar principal amount of the Series 2016-3 notes, plus all accrued, unpaid and additional interest due on the Series 2016-3 notes but not deposited into the interest funding account on a prior Payment Date. The Series 2016-3 notes will no longer be outstanding under the trust indenture or the Series 2016-3 indenture supplement once the noteholders have directed the sale of assets.

After giving effect to a sale of assets for the Series 2016-3 notes, the amount of proceeds on deposit in the principal funding account may be less than the outstanding dollar principal amount of the Series 2016-3 notes. This deficiency can arise because of unreimbursed reductions in the Series Nominal Liquidation Amount or if the sale price for the assets was less than the outstanding dollar principal amount of the Series 2016-3 notes. These types of deficiencies will not be reimbursed unless, in the case of Class C notes only, there are sufficient amounts in the Class C reserve account.

### **Targeted Deposits to the Class C Reserve Account**

The Class C reserve account will not be funded unless and until the Quarterly Excess Spread Percentage falls below the levels described in the table set out in “*Subordination; Credit Enhancement*” in the summary section of this offering memorandum or an early amortization event or event of default occurs with respect to the Series 2016-3 notes.

The Class C reserve account will be funded in each Monthly Period, as necessary, from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, as described in “*Payments of Interest, Fees and other Items.*” For any Monthly Period in which the Class C reserve account is required to be funded, the amount targeted to be deposited in the Class C reserve account is the applicable funding percentage times the initial dollar principal amount of the Series 2016-3 notes. The amount targeted to be deposited in the Class C reserve account will adjust monthly as the Quarterly Excess Spread Percentage rises or falls. If an early amortization event or event of default occurs with respect to the Series 2016-3 notes, the targeted Class C reserve account amount will be the outstanding dollar principal amount of the Class C notes.

The holders of the Class C notes will have the benefit of the Class C reserve account. The percentage and methodology for calculating the amount targeted to be on deposit in the Class C reserve account may change without the consent of any Series 2016-3 noteholders, including the Class C noteholders, if the Note Rating Agency Condition is satisfied with respect to that change and if the issuing entity has delivered to the indenture trustee a certificate to the effect that the issuing entity reasonably believes that such amendment will not have an Adverse Effect.

### **Withdrawals from the Class C Reserve Account**

Withdrawals will be made from the Class C reserve account, but in no event more than the amount on deposit therein, in the following order:

- *Payments of Interest.* If the amount available and allocated to pay interest on the Class C notes is insufficient to pay in full the amounts due to the Class C noteholders, the amount of the deficiency will be withdrawn from the Class C reserve account and deposited into the interest funding account to pay interest on the Class C notes.
- *Payments of Principal.* If, on and after the earliest to occur of (i) the date on which assets are sold following an event of default and acceleration of the Series 2016-3 notes, (ii) any date on or after the expected final payment date on which the amount on deposit in the principal funding account (to the extent such amount exceeds the sum of the outstanding dollar principal amount of the Class A notes and the Class

B notes) *plus* the aggregate amount on deposit in the Class C reserve account equals or exceeds the outstanding dollar principal amount of the Class C notes and (iii) the series legal maturity date, the amount on deposit in the principal funding account is insufficient to pay in full the amounts for which withdrawals are required, the amount of the deficiency will be withdrawn from the Class C reserve account and applied to pay principal of the Class C notes.

- *Withdrawals of Excess Amounts.* If on any Payment Date with respect to which the Series 2016-3 notes have not been accelerated, the amount on deposit in the Class C reserve account is greater than the amount required to be on deposit therein, the excess will be withdrawn and paid to the holder of the transferor indebtedness; *provided* that, on any day following an event of default and acceleration of the Series 2016-3 notes, funds available in the Class C reserve account will be used to fund any amounts owed to the Class C noteholders. After payment in full of the Class C notes, any amount remaining on deposit in the Class C reserve account will be applied *first*, to pay all amounts due and payable on the Class A notes and Class B notes, if any, and *second*, to the holder of the transferor indebtedness.

### **Targeted Deposits to the Accumulation Reserve Account**

If more than one deposit of principal is targeted for the Series 2016-3 notes, the accumulation reserve account will be funded on the Payment Date prior to the Payment Date on which a deposit is first targeted as described in “—*Payments of Principal.*” The accumulation reserve account will be funded from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, as described above in “—*Payments of Interest, Fees and other Items.*”

### **Withdrawals from the Accumulation Reserve Account**

Withdrawals will be made from the accumulation reserve account, but in no event more than the amount on deposit in the accumulation reserve account, in the following order:

- *Interest.* If, on or prior to each Payment Date, the net investment earnings for amounts on deposit in the principal funding account are less than the sum of:
  - (a) (i) if no Swap Termination Event has occurred, the product of (x) the “fixed rate” as defined in the Swap Agreement, (y) the balance of such principal funding account, up to the outstanding dollar principal amount of the Class A notes, and (z) a fraction, the numerator of which is the actual number of days from and including the prior Payment Date to but excluding the then-current Payment Date and the denominator of which is 365, and (ii) from and after the occurrence and during the continuation of a Swap Termination Event, the product of (x) the Class A note interest rate, (y) the balance of such principal funding account, up to the outstanding dollar principal amount of the Class A notes, and (z) a fraction, the numerator of which is the actual number of days from and including the prior Payment Date to but excluding the then-current Payment Date and the denominator of which is 360;
  - (b) the product of (i) the Class B note interest rate, (ii) 30/360, and (iii) the lesser of (x) the balance of such principal funding account in excess of the outstanding dollar principal amount of the Class A notes and (y) the outstanding dollar principal amount of the Class B notes on the last day of the Monthly Period immediately preceding that Payment Date; and
  - (c) the product of (i) the Class C note interest rate, (ii) 30/360, and (iii) the lesser of (x) the balance of such principal funding account in excess of the outstanding dollar principal amount of the Class A notes and the Class B notes and (y) the outstanding dollar principal amount of the Class C notes on the last day of the Monthly Period immediately preceding that Payment Date,

then the indenture trustee will withdraw the shortfall from the accumulation reserve account, to the extent required and available, for treatment as Series Available Finance Charge Collections with respect to the related Monthly Period.

- *Withdrawals of Excess Amounts.* If on any Payment Date, the amount on deposit in the accumulation reserve account exceeds the amount required to be on deposit, the amount of such excess will be withdrawn from the accumulation reserve account and paid to the transferor indebtedness; *provided* that, on the earliest of (i) the day on which the Series Nominal Liquidation Amount is reduced to zero, (ii) an event of default and acceleration of the Series 2016-3 notes, (iii) the first Payment Date with respect to an Early Amortization Period, (iv) the expected final payment date and (v) the termination of the issuing entity pursuant to the declaration of trust, funds available in the accumulation reserve account will be used to fund any amounts owed to the Series 2016-3 noteholders that are payable from the accumulation reserve account as provided in this “—*Withdrawals from the Accumulation Reserve Account.*” After payment in full of all such amounts, funds available in the accumulation reserve account will be paid to the holder of the transferor indebtedness.

## **Final Payment of the Notes**

Series 2016-3 noteholders are entitled to payment of principal in an amount equal to the stated principal amount of their notes. However, Series Available Principal Collections will be allocated to pay principal on the Series 2016-3 notes only up to the Series Nominal Liquidation Amount, which will be reduced due to charge-offs resulting from any uncovered Series Default Amount or due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount. In addition, if there is a sale of assets following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date as described in “—*Sale of Assets,*” the amount of assets sold will not exceed the sum of (i) the Series Nominal Liquidation Amount and (ii) the product of the Series Nominal Liquidation Amount and the Discount Option Percentage. If the Series Nominal Liquidation Amount has been reduced, Series 2016-3 noteholders will receive full payment of principal and interest only to the extent proceeds from the sale of assets and amounts which have been previously deposited into the issuing entity accounts for the Series 2016-3 notes are sufficient to pay the stated principal amount.

Any class of Series 2016-3 notes will be considered to be paid in full, the holders of those notes will have no further right or claim, and the issuing entity will have no further obligation or liability for principal or interest, on the earliest to occur of:

- the date of payment in full of the stated principal amount of, and all accrued, past due and additional interest on, that class of notes;
- the date on which a sale of assets in the issuing entity has taken place with respect to the Series 2016-3 notes, as described in “—*Sale of Assets*”; and
- the seventh Business Day following the series legal maturity date,

in each case after giving effect to all deposits, allocations, reimbursements, reallocations, sales of assets and payments to be made on such date.

## **Groups**

A series of notes may be included in one or more groups of series that share Principal Collections and/or Finance Charge Collections.

### ***Reallocations Among Different Series Within Reallocation Group A***

Following the allocation of Finance Charge Collections to the Series 2016-3 notes as described in “—*Allocations of Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee,*” Series Finance Charge Collections with respect to each Monthly Period will be combined with Finance Charge Collections allocated to each other series in Reallocation Group A with respect to such Monthly Period, collectively referred to as Reallocation Group A Finance Charge Collections.

Reallocation Group A is a group of series of notes which share Reallocation Group A Finance Charge Collections *pro rata*, based on the relative size of the required payments to each series in Reallocation Group A as



compared to the total required payments of all series in Reallocation Group A. For each Monthly Period, the servicer will calculate the Reallocation Group A Finance Charge Collections and, on the following Payment Date, will allocate such amount among the following with respect to all series in Reallocation Group A:

1. Reallocation Group A Interest;
2. Reallocation Group A Default Amount;
3. Reallocation Group A Fees;
4. Reallocation Group A Additional Amounts; and
5. the balance *pro rata* among each series in Reallocation Group A based on the Nominal Liquidation Amount of each such series.

In the case of clauses (1), (2), (3) and (4) above, if the amount of Reallocation Group A Finance Charge Collections is not sufficient to cover each such amount in full, the amount available will be allocated among the series in Reallocation Group A *pro rata* based on the claim that each series has under the applicable clause. This means, for example, that if the amount of Reallocation Group A Finance Charge Collections is not sufficient to cover Reallocation Group A Interest, each series in Reallocation Group A, including the Series 2016-3 notes, will share such amount *pro rata* based on the amount of that series' required interest payment and any other series in Reallocation Group A with a claim in respect of interest, including overdue and additional interest, if applicable, which is larger than the claim for such amounts for any other series in Reallocation Group A (for example, due to a higher note interest rate) will receive a proportionately larger allocation. While any series of notes may be included in Reallocation Group A, there can be no assurance that any other series will be included in Reallocation Group A. Any issuance of a new series in Reallocation Group A may reduce or increase the amount of Reallocation Group A Finance Charge Collections allocated to the Series 2016-3 notes. *See "Risk Factors—Issuance of additional notes or master trust investor certificates may affect your voting rights and the timing and amount of payments to you."*

#### ***Shared Excess Available Finance Charge Collections***

The Series 2016-3 notes are included in a group of series designated as Shared Excess Available Finance Charge Collections Group A. Series Available Finance Charge Collections in excess of the amount required to make all required deposits and payments for the Series 2016-3 notes will be made available to other series included in Shared Excess Available Finance Charge Collections Group A whose allocation of Finance Charge Collections is not sufficient to make its required deposits and payments. If Series Available Finance Charge Collections are insufficient to make all required deposits and payments, the Series 2016-3 notes will have access to Shared Excess Available Finance Charge Collections, if any, from other series of notes in Shared Excess Available Finance Charge Collections Group A. Shared Excess Available Finance Charge Collections allocated to the Series 2016-3 notes will be allocated in the same manner and priority as Series Available Finance Charge Collections as described in *"—Payments of Interest, Fees and other Items."*

Shared Excess Available Finance Charge Collections will be allocated to cover shortfalls in Finance Charge Collections allocated to other series of notes in Shared Excess Available Finance Charge Collections Group A, if any. If these shortfalls exceed Shared Excess Available Finance Charge Collections for any Monthly Period, Shared Excess Available Finance Charge Collections will be allocated *pro rata* among the applicable series of notes in Shared Excess Available Finance Charge Collections Group A based on the relative amounts of those shortfalls. Shared Excess Available Finance Charge Collections not needed to cover shortfalls will be paid to the holder of the transferor indebtedness. *See "—Groups—Shared Excess Available Principal Collections."*

Shared Excess Available Finance Charge Collections will not be available for application by other series of notes that are not included in Shared Excess Available Finance Charge Collections Group A.

While any series of notes may be included in Shared Excess Available Finance Charge Collections Group A, there can be no assurance that:

- any other series will be included in such group,

- there will be any Shared Excess Available Finance Charge Collections for any Monthly Period, or
- the issuing entity will not at any time deliver the certificate discontinuing sharing described above.

While the issuing entity does not believe that, based on the applicable rules and regulations as currently in effect, the sharing of Shared Excess Available Finance Charge Collections will have an adverse regulatory implication for TD or the transferor, there can be no assurance that this will continue to be true in the future.

### ***Shared Excess Available Principal Collections***

The Series 2016-3 notes are included in a group of series designated as Shared Excess Available Principal Collections Group A. Series Available Principal Collections for any Monthly Period will first be used to cover, during the controlled accumulation period, deposits of the applicable Controlled Deposit Amount to the principal funding account, and during the early amortization period, payments to the Series 2016-3 noteholders. Any remaining Series Available Principal Collections for such Monthly Period will be made available to other series included in Shared Excess Available Principal Collections Group A whose allocation of Principal Collections is not sufficient to make its required principal deposits and payments. If Series Available Principal Collections are not sufficient to make all required deposits and payments, the Series 2016-3 notes will have access to Shared Excess Available Principal Collections, if any, allocated from other series of notes. Shared Excess Available Principal Collections allocated to the Series 2016-3 notes will be allocated in the same manner and priority as Series Available Principal Collections as described in “*Payments of Principal.*”

Shared Excess Available Principal Collections will be allocated to cover shortfalls in Principal Collections allocated to other series of notes in Shared Excess Available Principal Collections Group A, if any. If these shortfalls exceed Shared Excess Available Principal Collections for any Monthly Period, Shared Excess Available Principal Collections will be allocated *pro rata* among the applicable series of notes in Shared Excess Available Principal Collections Group A based on the relative amounts of those shortfalls. Shared Excess Available Principal Collections not needed to cover shortfalls will be paid to the holder of the transferor indebtedness.

Shared Excess Available Principal Collections will not be available for application by other series of notes that are not included in Shared Excess Available Principal Collections Group A.

While any series of notes may be included in Shared Excess Available Principal Collections Group A, there can be no assurance that any other series will be included in Shared Excess Available Principal Collections Group A or that there will be any Shared Excess Available Principal Collections.

If Principal Collections allocated to a series are shared with another series, the Nominal Liquidation Amount for the series from which Principal Collections were shared will not be reduced.

### **Servicer Compensation and other Fees and Expenses**

The receivables are sold on a fully-serviced basis and TD will not be entitled to receive a separate servicing fee as compensation for its servicing activities or as reimbursement for any expenses incurred by it as servicer. A successor servicer may be entitled to receive successor servicing fees (**Successor Servicing Fees**) as compensation for its servicing activities and as reimbursement for any expenses incurred by it as servicer. For each month, any Successor Servicing Fee will equal the sum of (i) for any Monthly Period, one-twelfth of the product of (x) the Successor Servicing Fee Percentage and (y) the aggregate amount of Principal Receivables as of the close of business on the last day of the prior Monthly Period, referred to as the **Receivables Servicing Fee**, and (ii) the amount of the servicing fee for each collateral certificate included in the issuing entity.

The portion of any Successor Servicing Fee allocated to the Series 2016-3 noteholders, referred to as the Series Successor Servicing Fee, will be paid from Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes, as described in “*Payments of Interest, Fees and other Items.*”

The fees, expenses and disbursements with respect to the offering of the Series 2016-3 notes are paid by the issuing entity using funds extended to it by TD under the Subordinated Loan Agreement. Other fees, expenses and

disbursements of the issuer trustee, the indenture trustee and the administrator, as well as certain additional fees and expenses relating to the issuing entity are paid by the depositor, without reimbursement, out of its own funds on behalf of the issuing entity.

### **The Trust Indenture**

The notes will be issued pursuant to the terms of the trust indenture and a related indenture supplement. The following discussion and the discussions under “*The Notes*” and certain sections in the offering memorandum summary summarize the material terms of the notes, the trust indenture and the related indenture supplement. These summaries do not purport to be complete and are qualified in their entirety by reference to the provisions of the notes, the trust indenture and the related indenture supplement.

### **Indenture Trustee**

BNY Trust Company of Canada, a trust company governed by the laws of Canada, is the indenture trustee under the trust indenture for each series, class and tranche of notes issued by the issuing entity. See “*Transaction Parties—The Indenture Trustee*” for a description of BNY Trust Company of Canada.

Under the terms of the trust indenture, the issuing entity has agreed to pay to the indenture trustee reasonable compensation for performance of its duties under the trust indenture. The indenture trustee has agreed to perform only those duties expressly set forth in the trust indenture. Many of the duties of the indenture trustee are described throughout this offering memorandum. Under the terms of the trust indenture, the indenture trustee’s limited responsibilities include the following:

- to deliver to noteholders of record certain notices, reports and other documents received by the indenture trustee, as required under the trust indenture;
- to authenticate, deliver, cancel and otherwise administer the notes;
- to maintain custody of any collateral certificates;
- to establish and maintain necessary issuing entity accounts and to maintain accurate records of activity in those accounts;
- to serve as the paying agent and registrar, and, if it resigns these duties, to appoint a successor paying agent and registrar;
- to invest funds in the issuing entity accounts at the direction of the issuing entity (or its agent);
- to represent the noteholders in interactions with clearing agencies and other similar organizations;
- to distribute and transfer funds at the direction of the issuing entity, as applicable, in accordance with the terms of the trust indenture;
- to periodically report on and notify noteholders of certain matters relating to actions taken by the indenture trustee, property and funds that are possessed by the Indenture trustee, and other similar matters; and
- to perform certain other administrative functions identified in the trust indenture.

In addition, the indenture trustee has the discretion to require the issuing entity to cure a potential event of default and to institute and maintain suits to protect the interest of the noteholders in the receivables and any applicable collateral certificate. The indenture trustee is not liable for any errors of judgment as long as the errors are made in good faith and the indenture trustee was not negligent. The indenture trustee is not responsible for any investment losses to the extent that they result from Eligible Investments.

If an event of default occurs, in addition to the responsibilities described above, the indenture trustee will be required to exercise its rights and powers under the trust indenture to protect the interests of the noteholders and

other specified creditors under the trust indenture using the same degree of care and skill as a prudent person would exercise in the conduct of his or her own affairs. If an event of default occurs and is continuing, the indenture trustee will be responsible for enforcing the agreements and the rights of the noteholders. See “—*Events of Default Remedies*.” The indenture trustee may, under certain limited circumstances, have the right or the obligation to do the following:

- demand immediate payment by the issuing entity of all principal of, and any accrued, past due and additional interest on, the notes;
- enhance monitoring of the securitization;
- protect the interests of the noteholders and other specified creditors in the trust indenture in the receivables or any collateral certificate in a bankruptcy or insolvency proceeding;
- prepare and send timely notice to noteholders of the event of default;
- institute judicial proceedings seeking the appointment of a national receiver for the collection of amounts due and unpaid;
- rescind and annul a declaration of acceleration of the notes at the direction of the noteholders following an event of default; and
- cause the issuing entity to sell assets (see “*Deposit and Application of Funds—Sale of Assets*”).

Following an event of default, the holders of not less than 66⅔% of the outstanding dollar principal amount of any affected series, class or tranche of notes will have the right to direct the indenture trustee to exercise certain remedies available to the Indenture trustee under the trust indenture. In such case, the indenture trustee may decline to follow the direction of those holders only if it is advised by counsel and is provided with an opinion of counsel to the effect that: (i) the action so directed is unlawful or conflicts with the trust indenture, (ii) the action so directed would involve it in personal liability or (iii) the action so directed would be unjustly prejudicial to the noteholders not taking part in such direction.

If a Servicer Default occurs, in addition to the responsibilities described above, the indenture trustee may be required to appoint a successor servicer or to take over servicing responsibilities under the servicing agreement. See “*Sources of Funds to Pay the Notes—Servicer Default*.”

The indenture trustee may resign at any time by giving written notice to the issuing entity. The indenture trustee must also resign if a material conflict of interest arises in its role as an indenture trustee under the trust indenture and such conflict of interest is not eliminated within 90 days after the indenture trustee becomes aware of such material conflict of interest. The issuing entity may also remove, or any noteholder who has been a bona fide noteholder of such series, class or tranche for at least six months may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the indenture trustee if the indenture trustee is no longer eligible to act as trustee under the trust indenture (and any supplement thereto), the indenture trustee contravenes the above requirement to resign in case of a material conflict of interest not eliminated within the time period prescribed, the indenture trustee becomes incapable of acting with respect to any series, class or tranche of notes, or if the indenture trustee becomes insolvent. In all such circumstances, the issuing entity must appoint a successor indenture trustee for the notes. Any resignation or removal of the Indenture trustee and appointment of a successor indenture trustee will not become effective until the successor indenture trustee accepts the appointment. If an instrument of acceptance by a successor indenture trustee has not been delivered to the indenture trustee within 30 days of giving notice of resignation or removal, the indenture trustee may petition a court of competent jurisdiction to appoint a successor indenture trustee.

The issuing entity has agreed to pay the indenture trustee for all services rendered. The issuing entity will also indemnify the indenture trustee for any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the administration of the issuing entity. In certain instances, this indemnification will be higher in priority than payments to noteholders. See “*The Trust Indenture—Remedies*.” The indenture trustee may also be indemnified by the servicer pursuant to the terms of the trust indenture.

Any successor indenture trustee will execute and deliver to the issuing entity and its predecessor indenture trustee an instrument accepting such appointment. The successor indenture trustee must be a bank, a trust company or a corporation organized and doing business under the laws of Canada or of any province or territory thereof, authorized under such laws to carry on a trust business in each of the provinces and territories of Canada. The issuing entity may not, nor may any person directly or indirectly controlling, controlled by, or under common control with the issuing entity, serve as indenture trustee.

The issuing entity or its affiliates may maintain accounts and other banking or trustee relationships with the indenture trustee and its affiliates.

### **Issuing Entity Covenants**

The issuing entity will not, among other things:

- claim any credit on or make any deduction from the principal and interest payable on the notes, other than amounts withheld in good faith from such payments under the Income Tax Act or other applicable tax law (including foreign withholding),
- voluntarily dissolve or liquidate,
- permit (i) the validity or effectiveness of the trust indenture (or any supplement thereto) to be impaired, or permit the lien created by the trust indenture (or any supplement thereto) to be amended, hypothecated, subordinated, terminated or discharged, or permit any person to be released from any covenants or obligations with respect to the notes under the trust indenture except as may be expressly permitted by the trust indenture, (ii) any lien, charge, excise, claim, security interest, mortgage or other encumbrance (other than the lien in favor of the indenture trustee created by the trust indenture (or any supplement thereto)) to be created on or extend to or otherwise arise upon or burden the collateral transferred to the issuing entity or proceeds thereof or (iii) release any security or guarantee in respect of the collateral transferred to the issuing entity, or
- take any action that would cause it to be treated as engaged in a “trade or business within the United States” for U.S. federal income tax purposes.

The issuing entity may not engage in any activity other than the activities set forth in the declaration of trust, the material provisions of which are described in *“The Issuing Entity.”*

The issuing entity will also covenant that if:

- the issuing entity defaults in the payment of interest on any series, class or tranche of notes when such interest becomes due and payable and such default continues for a period of 35 days following the date on which such interest became due and payable, or
- the issuing entity defaults in the payment of the principal of any series, class or tranche of notes on its legal maturity date,

and that default continues beyond any specified grace period provided for that series, class or tranche of notes, the issuing entity will, upon demand of the indenture trustee, pay to the indenture trustee, for the benefit of the holders of any such notes of the affected series, class or tranche, the whole amount then due and payable on any such notes for principal and interest, after giving effect to any allocation and subordination requirements described in this offering memorandum, with interest, to the extent that payment of such interest will be legally enforceable, upon the overdue principal and upon overdue installments of interest. In addition, the issuing entity will pay an amount sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the indenture trustee, its agents and counsel and all other compensation due to the indenture trustee. If the issuing entity fails to pay such amounts upon such demand, the indenture trustee may institute a judicial proceeding seeking the appointment of a national receiver for the collection of the unpaid amounts described above.

## Early Amortization Events

The issuing entity will be required to repay in whole or in part, to the extent that funds are available for repayment after giving effect to all allocations and reallocations and, for subordinated notes of a multiple tranche series, to the extent payment is permitted by the subordination provisions of the senior notes of the same series, each affected series, class or tranche of notes upon the occurrence of an early amortization event.

Early amortization events set forth in the Indenture include the following:

- the occurrence of an event of default and acceleration of the notes of a series, class or tranche;
- for any series, class or tranche of notes, the occurrence of the expected final payment date of such series, class or tranche of notes;
- the issuing entity becomes an “investment company” within the meaning of the Investment Company Act of 1940, as amended;
- the occurrence of certain events of bankruptcy or insolvency of the transferor or TD; and
- an account owner, including TD, becomes unable for any reason to transfer receivables to the transferor or the transferor becomes unable for any reason to transfer receivables to the issuing entity.

Additional early amortization events may be set forth in any indenture supplement *See “The Trust Indenture—Early Amortization Events” and “—Events of Default” and “The Notes—Early Amortization of the Notes.”*

In the case of any event described in the first, second and third bullet points above, an early amortization event shall occur with respect to the applicable series, class or tranche of notes without any notice or other action on the part of the issuer trustee, the indenture trustee or any noteholders immediately upon the occurrence of such event. In the case of any event described in the fourth and fifth bullet points above, an early amortization event shall occur with respect to all outstanding series, class or tranche of notes without any notice or other action on the part of the issuer trustee, the indenture trustee or any noteholders immediately upon the occurrence of such event (or, in the case of clause (y) below, immediately following the expiration of the 60-day grace period), but only to the extent that:

(x) as of the date of such event, the average of the Monthly Pool Balance Percentage for the immediately preceding three Monthly Periods is equal to or greater than 10%, or

(y) as of the date of such event, the average of the Monthly Pool Balance Percentage for the immediately preceding three Monthly Periods is less than 10%, and within 60 days following the occurrence of the related insolvency event or inability to transfer assets, the Pool Balance is not at least equal to the Required Pool Balance (without giving effect to Principal Receivables or collateral certificates attributable to the transferor or TD with respect to which the insolvency event or the inability to transfer assets has occurred).

The amount repaid with respect to a series, class or tranche of notes will equal (i) the outstanding currency specific dollar principal amount of that series, class or tranche, *plus* (ii) any accrued, past due and additional interest to but excluding the date of repayment. If the amount of Finance Charge Collections and Principal Collections allocable to the series, class or tranche of notes to be repaid, together with funds on deposit in the applicable issuing entity accounts and any amounts payable to the issuing entity under any applicable derivative agreement (including the Swap Agreement), supplemental credit enhancement agreement or supplemental liquidity agreement are insufficient to repay such amount in full on the next payment date after giving effect to the subordination provisions and all allocations and reallocations, monthly payments on the notes will thereafter be made on each payment date until the stated principal amount of the notes, *plus* any accrued, past due and additional interest, is paid in full, or the legal maturity date of the notes occurs, whichever is earlier.

No Principal Collections will be allocated to a series, class or tranche of notes with a Nominal Liquidation Amount of zero, even if the stated principal amount of that series, class or tranche has not been paid in full. However, any funds previously deposited into the applicable issuing entity accounts and any amounts received from

an applicable derivative agreement, supplemental credit enhancement agreement or supplemental liquidity agreement will still be available to pay principal of and interest on that series, class or tranche of notes. In addition, if Finance Charge Collections are available, they can be applied to reimburse reductions in the Nominal Liquidation Amount of that series, class or tranche due to charge-offs resulting from any uncovered Default Amount allocated to that series, class or tranche or due to Reallocated Principal Collections used to pay shortfalls in interest on senior notes.

Payments on notes that are repaid as described above will be made in the same priority as described in “*Deposit and Application of Funds*.” The issuing entity will give notice to holders of the affected notes of the occurrence of an early amortization event.

## **Events of Default**

Each of the following events is an event of default for any affected series, class or tranche of notes:

- for any series, class or tranche of notes, as applicable, the issuing entity’s failure, for a period of 35 days, to pay interest on such notes when such interest becomes due and payable;
- for any series, class or tranche of notes, the issuing entity’s failure to pay the stated principal amount of such series, class or tranche of notes on the applicable legal maturity date;
- the issuing entity’s default in the performance, or breach, of any other of its covenants or warranties in the trust indenture, for a period of 90 days after the indenture trustee or the holders of at least 25% of the aggregate outstanding dollar principal amount of the outstanding notes of any affected series, class or tranche has provided written notice requesting remedy of that breach, and, as a result of such default, the interests of the related noteholders are materially and adversely affected and continue to be materially and adversely affected during the 90-day period;
- certain events of bankruptcy or insolvency of the issuing entity, including (i) the issuer trustee’s admission, on behalf of the issuing entity, that the issuing entity is unable to pay its liabilities as they come due, (ii) the issuer trustee makes a general assignment for the benefit of the creditors of the issuing entity or otherwise acknowledges the insolvency of the issuing entity, or (iii) the institution of, among others, a bankruptcy or insolvency proceeding either by or against the issuing entity if the proceeding is not stayed or dismissed within 45 days, if the action is granted in whole or in part, or if a receiver is privately appointed in respect of the issuing entity or of its property (or any substantial part thereof); or
- any additional events of default as set forth in the applicable indenture supplement. See “*Summary—Events of Default*.”

Failure to pay the full stated principal amount of a note on its expected final payment date will not constitute an event of default. An event of default relating to one series, class or tranche of notes will not necessarily be an event of default relating to any other series, class or tranche of notes.

It is not an event of default if the issuing entity fails to redeem or repay a note prior to its legal maturity date because it does not have sufficient funds available or because payment of principal of a subordinated note is delayed because it is necessary to provide required subordination for senior notes.

## **Events of Default Remedies**

If an event of default involving the issuing entity’s default in the performance, or breach, of any other of its covenants or warranties in the trust indenture occurs, for a period of 90 days after receiving written notice thereof, either the indenture trustee or the holders of not less than 66⅔% of the outstanding dollar principal amount of all of the outstanding notes (treated as one class) may declare by written notice to the issuing entity the principal of all the outstanding notes to be immediately due and payable.

If other events of default occur and are continuing for any series, class or tranche, either the indenture trustee or the holders of not less than 66⅔% of the outstanding dollar principal amount of the notes of the affected series, class

or tranche may declare by written notice to the issuing entity the principal of all those outstanding notes to be immediately due and payable. This declaration of acceleration may generally be rescinded by the holders of not less than 66⅔% of the aggregate outstanding dollar principal amount of outstanding notes of the affected series, class or tranche.

The occurrence of an event of default involving the issuing entity's failure to pay the stated principal amount of a series, class or tranche of notes on the applicable legal maturity date or the bankruptcy or insolvency of the issuing entity results in an automatic acceleration of all of the notes, without notice or demand to any person, and the issuing entity will automatically and immediately be obligated to pay off the notes to the extent funds are available.

If a series, class or tranche of notes is accelerated before its legal maturity date, the indenture trustee may, and at the direction of the holders of not less than 66⅔% of the outstanding dollar principal amount of notes of the affected series, class or tranche at any time thereafter will, at any time thereafter sell or direct the sale of assets in the issuing entity as provided in "*Deposit and Application of Funds—Sale of Assets*" for that series, class or tranche of notes.

In addition, a sale of assets in the issuing entity following an event of default and acceleration of a tranche of subordinated notes of a multiple tranche series may be delayed as described under "*Deposit and Application of Funds—Sale of Assets*" if the payment is not permitted by the subordination provisions of the senior notes of the same series.

If the Nominal Liquidation Amount of a series, class or tranche of notes is greater than zero on the legal maturity date, assets will be sold, as described in "*Deposit and Application of Funds—Sale of Assets*."

Upon the sale of assets in the issuing entity following (i) an event of default and acceleration of a series, class or tranche of notes and (ii) the legal maturity date of a series, class or tranche of notes, the Nominal Liquidation Amount of that series, class or tranche of notes will be reduced to zero upon such sale even if the proceeds of that sale, amounts on deposit in issuing entity accounts for that series, class or tranche and any other amounts available to such noteholders are not enough to pay all remaining amounts due on those notes. After such sale, Principal Collections and Finance Charge Collections will no longer be allocated to that series, class or tranche of notes. The notes of that series, class or tranche will be considered to be paid in full and the holders of that series, class or tranche of notes will have no further right or claim and the issuing entity will have no further obligation or liability for principal of and interest on those notes. Noteholders of that series, class or tranche will receive the proceeds of the sale in an amount not to exceed the outstanding dollar principal amount of their notes, *plus* any accrued, past due and additional interest on such notes. The notes of that series, class or tranche will no longer be outstanding under the trust indenture (or any supplement thereto) once the sale occurs.

After giving effect to a sale of assets for a series, class or tranche of notes, the amount of proceeds and other amounts on deposit in the issuing entity accounts for that series, class or tranche may be less than the outstanding dollar principal amount of that series, class or tranche. This deficiency can arise due to unreimbursed reductions in the Nominal Liquidation Amount of that series, class or tranche or if the sale price for the assets was less than the outstanding dollar principal amount of that series, class or tranche. These types of deficiencies will not be reimbursed.

Any money or other property collected by the indenture trustee in connection with a sale of assets following an event of default and acceleration for a series, class or tranche of notes will be applied in the following priority, at the date fixed by the indenture trustee:

- *first*, to pay all compensation owed to the indenture trustee for services rendered in connection with the trust indenture (and any supplement thereto);
- *second*, to pay the amounts of principal and interest then due and unpaid with respect to the notes of that series, class or tranche, subject to the allocation provisions of the trust indenture and the related indenture supplement;
- *third*, to pay any successor servicing fees owed to the servicer and any other fees or expenses then owing that series, class or tranche; and



- *fourth*, to pay any remaining amounts to the issuing entity.

If a sale of assets in the issuing entity does not take place following an event of default and acceleration of a series, class or tranche of notes, then:

- the issuing entity will continue to hold the assets, and distributions on the assets will continue to be applied in accordance with the distribution provisions of the trust indenture and the related indenture supplement;
- principal will be paid on the accelerated series, class or tranche of notes to the extent funds are received by the issuing entity and available to the accelerated series, class or tranche after giving effect to all allocations and reallocations and payment is permitted by the subordination provisions of the senior notes of the same series;
- if the accelerated notes are a tranche of subordinated notes of a multiple tranche series, and the subordination provisions prevent the payment of the accelerated tranche of subordinated notes, prefunding of the senior notes of that series will begin, as provided in the applicable indenture supplement. Thereafter, payment will be made to the extent provided in the applicable indenture supplement; and
- on the legal maturity date of the accelerated notes, if the Nominal Liquidation Amount of the accelerated notes is greater than zero, the indenture trustee will direct the sale of assets.

The holders of not less than 66⅔% of the outstanding dollar principal amount of any accelerated series, class or tranche of notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the indenture trustee, or exercising any trust or power conferred on the indenture trustee. However, this right may be exercised only if the indenture trustee is advised by counsel and is provided with an opinion of counsel upon which it may conclusively rely to the effect that the direction provided by the noteholders does not conflict with applicable law or the trust indenture or the related indenture supplement or have a substantial likelihood of involving the indenture trustee in personal liability. The holder of any note will have the right to institute suit for the enforcement of payment of principal of and interest on such note on the legal maturity date expressed in such note, and such right will not be impaired without the consent of that noteholder; *provided, however*, that the obligation to pay principal of and interest on the notes or any other amount payable to any noteholder will be without recourse to the transferor, indenture trustee, issuer trustee or any affiliate, or any officer, employee, member or director thereof, and the obligation of the issuing entity to pay principal of and interest on the notes or any other amount payable to any noteholder will be subject to the allocation and payment provisions in the trust indenture and the applicable indenture supplement and limited to amounts available (after giving effect to such allocation and payment provisions) from the collateral pledged to secure the notes.

Generally, if an event of default occurs and any notes are accelerated, the indenture trustee is not obligated to exercise any of its rights or powers under the trust indenture (and any supplement thereto) unless the holders of affected notes offer the indenture trustee reasonable indemnity. Upon acceleration of the maturity of a series, class or tranche of notes following an event of default, the indenture trustee will have a lien on the collateral for those notes ranking senior to the lien of those notes for its unpaid fees and expenses.

The indenture trustee has agreed, and the noteholders will agree, that they will not at any time commence, or join in commencing, a bankruptcy case or other insolvency or similar proceedings under the laws of any jurisdiction against the issuing entity, the transferor or any master trust or other securitization special purpose entity that has issued a collateral certificate included in the issuing entity.

## Meetings

If a series, class or tranche of notes are issuable in whole or in part as bearer notes, a meeting of noteholders of the series, class or tranche of notes may be called at any time and from time to time pursuant to the trust indenture to make, give or take any action provided by the trust indenture.

The indenture trustee will call a meeting upon request of the issuing entity or the holders of at least 10% in aggregate outstanding dollar principal amount of the outstanding notes of the series, class or tranche issuable in whole or in part as bearer notes. In any case, a meeting will be called after notice is given to holders of notes in

accordance with the trust indenture. The indenture trustee may call a meeting of the holders of a series, class or tranche of notes at any time for any purpose.

The quorum for a meeting is a majority of the holders of the outstanding dollar principal amount of the related series, class or tranche of notes, as the case may be, unless a different percentage is specified for approving action taken at the meeting, in which case the quorum is such percentage.

## **Voting**

Any action or vote to be taken by the holders of not less than 66⅔%, or other specified percentage, of any series, class or tranche of notes may be adopted by the affirmative vote of the holders of not less than 66⅔%, or the applicable other specified percentage, of the aggregate outstanding dollar principal amount of the outstanding notes of that series, class or tranche, as the case may be. For a description of noteholders' voting, see *"Risk Factors—You may have limited or no ability to control actions under the indenture, the transfer agreement, the servicing agreement or a master trust pooling and servicing agreement. This may result in, among other things, payment of principal being accelerated when it is beneficial to you to receive payment of principal on the expected final payment date, or it may result in payment of principal not being accelerated when it is beneficial to you to receive early payment of principal."*

Any action or vote taken at any meeting of holders of notes duly held in accordance with the trust indenture will be binding on all holders of the affected notes or the affected series, class or tranche of notes, as the case may be.

Notes held by the issuing entity, the transferor or any of their affiliates will not be deemed outstanding for purposes of voting or calculating a quorum at any meeting of noteholders.

## **Amendments to the Indenture and the Indenture Supplements**

The issuing entity and the indenture trustee may amend, supplement or otherwise modify the trust indenture or any indenture supplement without the consent of any noteholder if the Note Rating Agency Condition has been satisfied upon delivery by the issuing entity to the indenture trustee of an officer's certificate to the effect that the issuing entity reasonably believes that such amendment will not and is not reasonably expected to have an Adverse Effect. Such amendments to the trust indenture or any indenture supplement may:

- evidence the succession of another entity to the issuing entity, and the assumption by such successor of the covenants of the issuing entity in the trust indenture and the notes;
- add to the covenants of the issuing entity, or have the issuing entity surrender any of its rights or powers under the trust indenture (or any supplement thereto), for the benefit of the noteholders of any or all series, classes or tranches;
- cure any ambiguity, correct or supplement any provision in the trust indenture which may be inconsistent with any other provision in the trust indenture (or any supplement thereto), or make any other provisions for matters or questions arising under the trust indenture;
- establish any form of note, or to add to the rights of the holders of any series, class or tranche of notes;
- provide for the acceptance of a successor indenture trustee under the trust indenture for one or more series, classes or tranches of notes and add to or change any of the provisions of the trust indenture as will be necessary to provide for or facilitate the administration of the trusts under the trust indenture by more than one indenture trustee;
- add any additional early amortization events or events of default relating to any or all series, classes or tranches of notes;
- provide for the consolidation of any master trust and the issuing entity into a single entity or the transfer of assets in the master trust to the issuing entity after the termination of all series of master trust investor certificates (other than the related collateral certificate);

- if one or more transferors are added to, or replaced under, the transfer agreement or a related pooling and servicing agreement, make any necessary changes to the trust indenture or any other related document;
- add assets to the issuing entity;
- provide for additional or alternative forms of credit enhancement for any series, class or tranche of notes;
- to comply with any regulatory, accounting or tax laws;
- qualify for sale treatment under generally accepted accounting principles; or
- to enable the issuing entity to file a registration statement (and any related exhibits thereto) for the offering of securities registered under the Securities Act and to comply with Regulation AB thereunder (including, without limitation, ongoing reporting obligations thereunder).

The issuing entity and the indenture trustee may further amend the trust indenture or any indenture supplement to modify, eliminate or add to the provisions thereof to (i) facilitate compliance with changes in laws or regulations applicable to the issuing entity or the transactions described in the trust indenture or any indenture supplement or (ii) cause the provisions of the trust indenture to conform to or be consistent with or in furtherance of the statements made herein with respect to the trust indenture or any indenture supplement, in each case upon delivery by the issuing entity to the indenture trustee and the issuer trustee of an officer's certificate of the issuing entity to the effect that (A) the issuing entity reasonably believes that such amendment will not have an Adverse Effect or (B) such amendment is required to remain in compliance with any change of law or regulation which applies to the issuing entity or the transactions governed by the transaction documents, or such amendment is required to cause the provisions of the trust indenture to conform to or be consistent with or in furtherance of the statements made herein with respect to the trust indenture or any indenture supplement.

Additionally, the trust indenture or any indenture supplement may also be amended without the consent of the indenture trustee or any noteholders for the purpose of adding provisions to, or changing in any manner or eliminating any of the provisions of, the trust indenture or any indenture supplement or of modifying in any manner the rights of the holders of the notes under the trust indenture or any indenture supplement; *provided, however*, that (i) the issuing entity shall deliver to the indenture trustee and the issuer trustee an officer's certificate to the effect that the issuing entity reasonably believes that such amendment will not and is not reasonably expected to have an Adverse Effect and (ii) the Note Rating Agency Condition shall be satisfied with respect to such amendment.

Additionally, the trust indenture or any indenture supplement may also be amended without the consent of the indenture trustee or any noteholders to provide for (i) the establishment of multiple asset pools and the designation of assets to be included as part of specific asset pools or (ii) those changes necessary for compliance with securities law requirements or banking laws or regulations; *provided, however*, that (i) the issuing entity shall deliver to the indenture trustee and the issuer trustee an officer's certificate to the effect that the issuing entity reasonably believes that such amendment will not and is not reasonably expected to have an Adverse Effect and (ii) the Note Rating Agency Condition shall be satisfied with respect to such amendment.

The indenture trustee may, but shall not be obligated to, enter into any amendment which adversely affects the indenture trustee's rights, duties, benefits, protections, privileges or immunities under the trust indenture (or any supplement thereto).

The issuing entity and the indenture trustee may modify and amend the trust indenture or any indenture supplement, for reasons other than those stated in the prior paragraphs, with prior notice to each rating agency that has rated any outstanding series, class or tranche of notes and the consent of the holders of not less than 66⅔% of the outstanding dollar principal amount of each series, class or tranche of notes affected by that modification or amendment. However, if the modification or amendment would result in any of the following events occurring, it may be made only with the consent of the holders of 100% of each outstanding series, class or tranche of notes affected by the modification or amendment:

- a change in any date scheduled for the payment of interest on any note or the expected final payment date or legal maturity date of any note;

- a reduction in the stated principal amount of, or interest rate on, any note, or a change in the method of computing the outstanding dollar principal amount, the outstanding currency specific dollar principal amount, the Adjusted Outstanding Dollar Principal Amount, or the Nominal Liquidation Amount in a manner that is adverse to any noteholder;
- a reduction in the amount of a discount note payable upon the occurrence of an early amortization event or other optional or mandatory redemption or upon the acceleration of its legal maturity date;
- an impairment of the right to institute suit for the enforcement of any payment on any note;
- a reduction in the percentage in outstanding dollar principal amount of the notes of any outstanding series, class or tranche, the consent of whose holders is required for modification or amendment of the trust indenture, any indenture supplement or any related agreement or for waiver of compliance with provisions of the trust indenture or for waiver of defaults and their consequences provided for in the trust indenture;
- a modification of any of the provisions governing the amendment of the trust indenture any indenture supplement or the issuing entity's covenants not to claim rights under any law which would affect the covenants or the performance of the trust indenture or any indenture supplement, except to increase any percentage of noteholders required to consent to any such amendment or to provide that certain other provisions of the trust indenture cannot be modified or waived without the consent of the holder of each outstanding note affected by such modification;
- permission being given to create any lien or other encumbrance on the collateral ranking senior to the lien of the trust indenture;
- a change in the city or political subdivision so designated with respect to any series, class or tranche of notes where any principal of, or interest on, any note is payable; or
- a change in the method of computing the amount of principal of, or interest on, any note on any date.

The holders of a majority in aggregate outstanding dollar principal amount of the outstanding notes of an affected series, class or tranche may waive, on behalf of the holders of all of the notes of that series, class or tranche, compliance by the issuing entity with specified restrictive provisions of the trust indenture or the related indenture supplement.

The holders of not less than 66⅔% of the aggregate outstanding dollar principal amount of the outstanding notes of an affected series, class or tranche may, on behalf of all holders of notes of that series, class or tranche, waive any past default under the trust indenture or the trust indenture supplement relating to that series, class or tranche of notes. However, the consent of the holders of all outstanding notes of a series, class or tranche is required to waive any past default in the payment of principal of, or interest on, any note of that series, class or tranche or in respect of a covenant or provision of the trust indenture that cannot be modified or amended without the consent of the holders of each outstanding note of that series, class or tranche.

Notwithstanding anything in the above paragraphs, the issuer trustee may not modify, amend or supplement the trust indenture or the trust indenture supplement without the consent of the swap counterparty if such amendment materially and adversely affects the swap counterparty's interests thereunder.

### **Addresses for Notices**

Notices to holders of notes will be given by mail, facsimile, or electronic transmission, or personally delivered to the holders notes, and sent to the addresses of the holders as they appear in the note register.

### **Issuing Entity's Annual Compliance Statement**

The issuing entity will be required to furnish annually to the indenture trustee a statement concerning its performance or fulfillment of covenants, agreements or conditions in the trust indenture (or any supplement thereto) as well as the presence or absence of defaults under the trust indenture (or any supplement thereto).

## List of Noteholders

Three or more holders of notes of any series, class or tranche, each of whom has owned a note for at least six months, may, upon written request to the indenture trustee, obtain access to the current list of noteholders of the issuing entity for purposes of communicating with other noteholders concerning their rights under the trust indenture (or any supplement thereto) or the notes. The indenture trustee may elect not to give the requesting noteholders access to the list if it agrees to mail the desired communication or proxy to all applicable noteholders.

## Reports

Monthly reports containing information on the notes and the collateral securing the notes will be prepared by TD as servicer for each series, and will include, among other things, the following information, to the extent applicable for the related month:

- certain information regarding the activity in the issuing entity (*e.g.*, beginning and end of month Principal Receivables, total receivables added, total receivables removed, end of month Pool Balance, end of month Required Pool Balance, gross Default Amount, end of month number of accounts, etc.);
- certain delinquency and loss information, including the annualized net default rate;
- certain information regarding collections during the related month, including the principal payment rate and the Trust Portfolio yield;
- the Floating Allocation Percentage, shared excess Finance Charge Collections, the Principal Allocation Percentage, Reallocated Principal Collections and shared excess principal collections;
- interest to be paid on the corresponding payment date;
- principal to be paid on the corresponding payment date, if any; and
- the Nominal Liquidation Amount for the related series.

## Description of the Receivables Purchase Agreement

The following summarizes the material terms of the Evergreen Funding Limited Partnership receivables purchase agreement, which is the receivables purchase agreement between TD and Evergreen Funding Limited Partnership.

## Sale of Receivables

TD is the owner of the accounts which contain the receivables that are purchased by Evergreen Funding Limited Partnership, on a fully-serviced basis, pursuant to the Evergreen Funding Limited Partnership receivables purchase agreement and then transferred by Evergreen Funding Limited Partnership to the issuing entity. In the future, receivables generated in accounts owned by TD may also be purchased by Evergreen Funding Limited Partnership, on a fully-serviced basis, pursuant to the Evergreen Funding Limited Partnership receivables purchase agreement and then transferred by Evergreen Funding Limited Partnership to the issuing entity. In connection with the sale of receivables to Evergreen Funding Limited Partnership, TD has:

- filed appropriate provincial or territorial financing statements or provide for the appropriate registrations to evidence the sale to the respective purchaser and to perfect the right, title and interest of such purchaser in those receivables; and
- indicated in its books and records (including any related computer files) that the receivables have been sold by it to the respective purchaser.

Pursuant to the receivables purchase agreement, TD:

- sold all of its right, title and interest, if any, in the receivables existing in the initial accounts at the applicable cut-off date and in the receivables thereafter arising in those accounts (unless such initial account has become a removed account or a purged account), in each case including all recoveries allocable to such receivables, all monies due or to become due, all amounts received or receivable, all collections and all proceeds, each as it relates to such receivables; and
- will, from time to time, at the request of the respective purchaser, designate Additional Accounts and sell to the respective purchaser all of its right, title and interest in the receivables existing in the Additional Accounts on the applicable addition cut-off date and in the receivables arising thereafter in those accounts (unless such additional account has become a removed account or a purged account), in each case including recoveries, all monies due or to become due, all amounts received or receivable, all collections and all proceeds, each as it relates to such receivables.

Pursuant to the transfer agreement, Evergreen Funding Limited Partnership has assigned all of its right, title and interest in the respective receivables purchase agreement, including its right to enforce the agreement against TD, to the issuing entity.

### **Representations and Warranties**

In the receivables purchase agreement, TD represents and warrants to the depositor that, among other things:

- it is a Schedule I Bank under the Bank Act and has full power and authority to own its properties and conduct its business;
- its execution and delivery of the receivables purchase agreement and its performance of the transactions contemplated by that agreement will not conflict with or result in any breach of any of the terms of any material agreement to which it is a party or by which its properties are bound and will not conflict with or violate any requirements of law applicable to it; and
- all governmental authorizations, consents, orders, approvals, registrations or declarations required to be obtained by it in connection with its execution and delivery of, and its performance of the receivables purchase agreement, have been obtained, except where the failure to obtain such authorizations, consents, orders, approvals, registrations or declarations, as applicable, would not have a material adverse effect on TD's ability to perform its obligations under the receivables purchase agreement.

### **Repurchase Obligations**

In the receivables purchase agreement, TD makes the following representations and warranties, among others:

- as of the applicable cut-off date with respect to the accounts, the list of accounts and information concerning the accounts provided by it is accurate and complete in all material respects, with certain permitted exceptions;
- each receivable conveyed by it to the depositor has been conveyed free and clear of any lien;
- all governmental authorizations, consents, orders, approvals, registrations or declarations required to be obtained, effected or given by it in connection with the conveyance of receivables to the depositor have been duly obtained, effected or given and are in full force and effect;
- as of each applicable cut-off date, each account was an Eligible Account;
- as of each applicable cut-off date, each of the receivables then existing in the accounts was an Eligible Receivable under the receivables purchase agreement;
- as of the date of creation of any new receivable, such receivable is an Eligible Receivable under the receivables purchase agreement; and

- no selection procedures reasonably believed by it to be materially adverse to the interests of the depositor have been used in selecting the accounts.

The receivables purchase agreement provides that if TD breaches any of the representations and warranties described above and, as a result, the depositor is required under the transfer agreement to accept a reassignment of the related Ineligible Receivables transferred to the issuing entity by the depositor, then TD will accept reassignment of such Ineligible Receivables and pay to the depositor an amount equal to the unpaid balance of such Ineligible Receivables. *See “—Representations and Warranties.”*

### **Reassignment of Other Receivables**

TD also represents and warrants in the receivables purchase agreement that (i) such receivables purchase agreement and any supplemental conveyance (including Québec assignments, if any) each constitutes a legal, valid and binding obligation of TD, as applicable, with certain permitted exceptions, and (ii) the receivables purchase agreement and any supplemental conveyance (including Québec assignments, if any) constitute a valid sale to the respective purchaser of all right, title and interest of TD of the receivables, including all recoveries, all monies due or to become due, all amounts received or receivable, all collections and all proceeds, each as it relates to such receivables. If a representation described in (i) or (ii) of the preceding sentence is not true and correct in any material respect and as a result of the breach the respective purchaser is required under the receivables purchase agreement to accept a reassignment of all of the receivables previously sold by TD pursuant to such receivables purchase agreement, TD will accept a reassignment of those receivables. *See “—Representations and Warranties.”* If TD is required to accept such reassignment, TD will pay to the respective purchaser an amount equal to the unpaid balance of the reassigned receivables.

### **Amendments**

The receivables purchase agreements may be amended by TD and the purchaser without consent of any noteholders. No material amendment, however, may be effective unless:

- the Note Rating Agency Condition will be satisfied with respect to such amendment; and
- TD will deliver an officer’s certificate, dated the date of such action, stating that it reasonably believes that the amendment will not result in an event of default or an early amortization event.

The receivables purchase agreement may be further amended by TD and the depositor to modify, eliminate or add to its provisions as a result of changes in laws or regulations applicable to TD, the respective purchaser or the transactions described in the receivables purchase agreement upon delivery by TD to the indenture trustee of an officer’s certificate of TD to the effect that (A) TD reasonably believes that such amendment will not result in an early amortization event or (B) such amendment is required to remain in compliance with any change of law or regulation which applies to TD, the respective purchaser or the transactions governed by the transaction documents. The receivables purchase agreement may also be amended by TD and the depositor to enable the issuing entity to file a registration statement for the offering of securities registered under the Securities Act and to comply with the regulations, upon delivery by TD to the depositor of an officer’s certificate to the effect that TD reasonably believes that such an amendment will not result in an event of default or an early amortization event.

### **Termination**

The receivable purchase agreement will not terminate at least until the earlier of (i) the termination of the issuing entity pursuant to the declaration of trust and (ii) an amendment to the transfer agreement to replace Evergreen Funding Limited Partnership as the transferor under the transfer agreement. Nevertheless, if a receiver or conservator is appointed for or a bankruptcy proceeding is commenced against TD or certain other liquidation, bankruptcy, insolvency or other similar events occur, TD will cease to transfer receivables to the depositor and promptly give notice of that event to the depositor and the indenture trustee.

## **Description of the Swap Agreement**

## Swap Agreement

On or before the Issue Date, the issuing entity will enter into the Swap Agreement with TD, as swap counterparty, for hedging purposes. The Swap Agreement will be documented under a 1992 ISDA Master Agreement as published by the International Swaps and Derivatives Association, Inc., including a schedule, credit support annex and a confirmation thereto with respect to the Class A notes.

While the payments received by the issuing entity from the receivables will be denominated in Canadian dollars, interest on the Class A notes will be paid in U.S. dollars. A certain portion of collections of receivables and other assets included in the issuing entity will be paid by the issuing entity to TD, as swap counterparty, under the Swap Agreement based on a fixed rate of 1.119%, in exchange for U.S. dollar floating rate amounts based on one-month LIBOR, which should help reduce the risk of this interest rate and currency mismatch in respect of the Class A notes. In addition, payments of principal on the Class A notes will be made in U.S. dollars. The swap counterparty will also convert, at the Class A Initial Exchange Rate, amounts paid by the issuing entity in Canadian dollars in respect of principal of the Class A notes for payment in U.S. dollars to the noteholders of the Class A notes. It should be noted that the Class A notes will always be subject to systemic risk factors and to certain other risks that cannot be hedged, in whole or in part. Moreover, there can be no assurance that the use of hedging will be effective. While hedging can reduce losses, it can also reduce or eliminate gains or cause losses if the market moves in an unexpected manner or if the cost of the derivative transaction offsets the advantage of the hedge. In addition, hedging involves special risks including, but not limited to, correlation risk.

### *Swap Counterparty*

TD will be the swap counterparty under the Swap Agreement. See “*Transaction Parties—The Seller.*”

### *Payments under the Swap Agreement*

Under the Swap Agreement, on the Issue Date, the issuing entity will pay to the swap counterparty the U.S. dollar proceeds of the Class A notes and will receive the Canadian dollar equivalent of such amount, using an exchange rate of 1.3420 Canadian dollars per United States dollar (the **Class A Initial Exchange Rate**). On the Swap Termination Date, the issuing entity will receive from the swap counterparty the U.S. dollar principal amount of the Class A notes, which will be used to repay the holders of the Class A notes, and will pay to the swap counterparty the Canadian dollar equivalent of such amount determined at the Class A Initial Exchange Rate. The amount payable by the issuing entity to the swap counterparty pursuant to the previous sentence is referred to as the **Party B Final Exchange Amount**. In addition, on each Payment Date during an early amortization period prior to the occurrence of a Swap Termination Event, the issuing entity will pay to the swap counterparty the Canadian dollar equivalent of an amount equal to the Monthly Principal, determined at the Class A Initial Exchange Rate (the **Party B Interim Exchange Amount**), and the issuing entity will receive from the swap counterparty the U.S. dollar equivalent of the applicable Party B Interim Exchange Amount, determined at the Class A Initial Exchange Rate, which will be used to repay the holders of the Class A notes.

In addition, on each Payment Date prior to the occurrence of a Swap Termination Event, the issuing entity will be obligated to pay to the swap counterparty, from the amount available as described in “*Deposit and Application of Funds—Payments of Interest, Fees and other Items,*” an amount in Canadian dollars (the **Class A Interest Rate Swap Payment**) with respect to the Class A notes calculated on the Canadian dollar equivalent of the outstanding principal amount of the Class A notes based on a fixed rate of 1.119% for the related calculation period. In exchange for the Class A Interest Rate Swap Payment, the swap counterparty will be obligated to pay to the issuing entity the U.S. dollar floating rate amount (the **Class A Interest Rate Swap Receipt**) in respect of the Class A notes owing on the related Payment Date, calculated based on one-month LIBOR.



The issuing entity shall deposit or arrange for the deposit of all U.S. dollar amounts received from the swap counterparty under the Swap Agreement to the Class A note payment account. Amounts in the Class A note payment account will be distributed as described in “*The Notes—Issuing Entity Assets and Accounts—Interest Funding Account.*”

### **Swap Termination Dates**

The Swap Agreement will terminate, in accordance with its respective terms, on the earlier to occur of (the **Swap Termination Date**):

- the legal maturity date;
- the date on which the aggregate unpaid principal amount of the Class A notes is paid in full; and
- the designation of an Early Termination Date pursuant to the ISDA Master Agreement.

### ***Default and Termination under the Swap Agreement***

Events of default under the Swap Agreement are limited to:

- the failure of the issuing entity or the swap counterparty to pay any amount when due under the Swap Agreement after giving effect to any grace period; *provided*, that with respect to the issuing entity an event of default under the Swap Agreement will not occur where such failure is caused by the assets then-available to the issuing entity being insufficient to make the payment;
- with respect to the swap counterparty only, the “Credit Support Default” event of default as described in Section 5(a)(iii) of the ISDA Master Agreement; and
- the following standard events of default under the ISDA Master Agreement: “Bankruptcy” and “Merger Without Assumption”, as described in Sections 5(a)(vii) and 5(a)(viii) of the ISDA Master Agreement, other than, with respect to the issuing entity only, Section 5(a)(vii)(2) of the ISDA Master Agreement.

Termination events under the Swap Agreement are limited to:

- the failure of the swap counterparty to comply with the downgrade provisions set out immediately below;
- the following standard termination events under the ISDA Master Agreement: “Illegality” (expanded to cover obligations to comply with directives of government agencies or authorities), “Tax Event,” and “Tax Event Upon Merger,” as described in Sections 5(b)(i), 5(b)(ii) and 5(b)(iii) of the ISDA Master Agreement, except, with respect to the swap counterparty, any “Tax” will be an “Indemnifiable Tax” and with respect to the issuing entity, no “Tax” will be an “Indemnifiable Tax”; and
- an amendment, modification or supplement of the Series 2016-3 indenture supplement or the Trust Indenture in a manner that materially and adversely affects any interest of the swap counterparty, without the swap counterparty’s prior written consent.

### ***Downgrade of Swap Counterparty***

#### ***S&P***

Under the Swap Agreement, if the swap counterparty no longer has a long-term unsecured debt rating of “A+” or better by S&P (such rating, the **S&P Initial Required Rating**), the swap counterparty will, within 30 days of such occurrence, either (i) with prior notice to S&P, obtain an eligible guarantee in form and substance satisfactory to S&P, *provided* that the guarantor of such guarantee satisfies the S&P Initial Required Rating, or (ii) effect a

transfer of all of its interest and obligations in and under the Swap Agreement to an eligible replacement, *provided* that such eligible replacement satisfies the S&P Initial Required Rating.

At any time during the term of the Swap Agreement, the swap counterparty may elect to have alternate S&P downgrade provisions apply as described in the following three paragraphs, *provided* that (i) the swap counterparty is not a “defaulting party” or an “affected party” under the Swap Agreement, (ii) the swap counterparty provides at least one Business Day’s prior notice to the issuing entity and to S&P specifying the new alternate downgrade provisions that will apply, (iii) the change of applicable downgrade provisions will not result in the swap counterparty’s ratings falling below the required ratings for an eligible replacement under the newly elected option, and (iv) the change of applicable downgrade provisions occurs before the expiry of the initial remedy period for replacement under the currently effective option, *i.e.*, initially, within 30 days of the occurrence of the downgrade, and in the case of S&P Option 1, S&P Option 2 and S&P Option 3, within 60 days of the occurrence of the downgrade.

There are three alternate S&P downgrade provisions set forth in the Swap Agreement. These alternative downgrade provisions are identified as “S&P Option 1,” “S&P Option 2” and “S&P Option 3” in the Swap Agreement. S&P Option 1 downgrade provisions provide that if the swap counterparty no longer has its long-term unsecured debt rated at least “A” by S&P (such rating, the **S&P Option 1 First Rating Requirement**), the swap counterparty (i) will, within 10 Business Days of such occurrence, provide, or arrange for the provision of, credit support in accordance with the terms of the Swap Agreement, and (ii) may, within 10 Business Days of such occurrence, transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement, *provided* that such eligible replacement satisfies the S&P Option 1 First Rating Requirement, or obtain an eligible guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee satisfies the S&P Option 1 First Rating Requirement, the guarantee satisfies the then current applicable S&P criteria, and prior written notice thereof is given to S&P. If the swap counterparty no longer has its long-term unsecured debt rated at least “BBB+” by S&P (such rating, the **S&P Option 1 Second Rating Requirement**), the swap counterparty will (i) within 10 Business Days of such occurrence, provide, or arrange for the provision of, additional credit support in accordance with the terms of the Swap Agreement, and (ii) within 60 days of such occurrence, (x) with prior notice to S&P, obtain an eligible guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee satisfies the S&P Option 1 First Rating Requirement, the guarantee satisfies the then current applicable S&P criteria, or (y) transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement *provided* that such eligible replacement satisfies the S&P Option 1 First Rating Requirement.

S&P Option 2 downgrade provisions provide that if the swap counterparty no longer has its long-term unsecured debt rated at least “A” by S&P (such rating, the **S&P Option 2 First Ratings Requirement**), the swap counterparty (i) will, within 10 Business Days of such occurrence, provide, or arrange for the provision of, credit support in accordance with the terms of the Swap Agreement, and (ii) may, within 10 Business Days of such occurrence, transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement, *provided* that such eligible replacement satisfies the S&P Option 2 First Ratings Requirement or, with prior notice to S&P, obtain an eligible guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee satisfies the S&P Option 2 First Ratings Requirement, the guarantee satisfies the then current applicable S&P criteria, and prior written notice thereof is given to S&P. If the swap counterparty no longer has its long-term unsecured debt rated at least “A-” by S&P (such rating, the **S&P Option 2 Second Ratings Requirement**), the swap counterparty will, (i) within 10 Business Days of such occurrence, provide, or arrange for the provision of, additional credit support in accordance with the terms of the Swap Agreement, and (ii) 60 days of such occurrence, (x) with prior notice to S&P, obtain an eligible guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee satisfies the S&P Option 2 First Ratings Requirement, the guarantee satisfies the then current applicable S&P criteria, or (y) transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement *provided* that such eligible replacement satisfies the S&P Option 2 First Ratings Requirement.

S&P Option 3 downgrade provisions provide that if the Swap Counterparty no longer has its long-term unsecured debt rated at least “A” by S&P (such rating, the **S&P Option 3 Required Rating**), the swap counterparty will (i) within 10 Business Days of such occurrence, provide, or arrange for the provision of, credit support in accordance with the terms of the Swap Agreement, and (ii) within 60 days of such occurrence, (x) with prior notice

to S&P, obtain an eligible guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee satisfies the S&P Option 3 Required Rating, the guarantee satisfies the then current applicable S&P criteria, or (y) transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement *provided* that such eligible replacement satisfies the S&P Option 3 Required Rating.

#### *Fitch*

Under the Swap Agreement, if the swap counterparty no longer has a short-term rating from Fitch of “F1” and its derivative counterparty rating, if one is assigned by Fitch, and if not, its long-term issuer default rating, are no longer “A” or above by Fitch (such ratings, the **Fitch First Ratings Requirement**), the swap counterparty will, within 14 calendar days of such occurrence, provide, or arrange for the provision of, credit support in accordance with the terms of the Swap Agreement, and, within 30 calendar days of such occurrence, may (i) transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement which has debt ratings at least equal to the Fitch First Ratings Requirement, or (ii) obtain a guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee has debt ratings at least equal to the Fitch First Ratings Requirement.

Under the Swap Agreement, if the swap counterparty no longer has a short-term rating from Fitch of “F3” and its derivative counterparty rating, if one is assigned by Fitch, and if not, its long-term issuer default rating, are no longer “BBB-” or above by Fitch (such ratings, the **Fitch Second Ratings Requirement**) the swap counterparty will, within 14 calendar days of such occurrence, provide, or arrange for the provision of, credit support in accordance with the terms of the Swap Agreement, and, within 30 calendar days of such occurrence, (i) transfer all of its interest and obligations in and under the Swap Agreement to an eligible replacement which has debt ratings at least equal to the Fitch Second Ratings Requirement, or (ii) obtain a guarantee in respect of its obligations under the Swap Agreement, *provided* that the guarantor of such guarantee has debt ratings at least equal to the Fitch Second Ratings Requirement.

Upon failure of the swap counterparty to provide such credit support, procure such a guarantee (if applicable) or transfer all of its interest and obligations in and under the Swap Agreement to such a replacement swap counterparty, the issuing entity may terminate the Swap Agreement and arrange for the negotiation and execution of a replacement Swap Agreement.

#### ***Early Termination of the Swap Agreement***

Upon the occurrence of and during the continuation of any event of default or termination event under the Swap Agreement (a **Swap Termination Event**), the non-defaulting party or the non-affected party, as the case may be, will have the right to designate an early termination date. Upon any such designation of an early termination date by either party to the Swap Agreement, the terminating party will obtain quotations in accordance with the procedures set forth in the Swap Agreement from financial institutions selected by the terminating party to quantify the cost or benefit to the issuing entity in entering into a replacement swap transaction with a replacement swap counterparty on substantially the same terms as the original swap transaction.

The issuing entity will enter into a replacement swap transaction within thirty days of any applicable early termination under the Swap Agreement, and, if applicable, after failure of the swap counterparty to transfer all of its rights and obligations in and under the Swap Agreement to a replacement swap counterparty as required under the Swap Agreement. Any amounts payable to the issuing entity upon any early termination of the swap transaction (a **Counterparty Termination Payment**) shall be paid to a replacement swap counterparty by, or as directed by, the issuing entity as consideration for the entering into of a swap transaction in replacement of the swap transaction and any excess Counterparty Termination Payment shall be deposited into the collection account for application pursuant to the indenture supplement.

The occurrence and continuation of a Swap Termination Event may result in shortfalls in interest on the Class A notes.

## **Currency Conversion after a Swap Termination Event**

From and after the occurrence and during the continuance of a Swap Termination Event, amounts payable to the swap counterparty with respect to the Interest Rate Swap Payment, the Party B Interim Exchange Amount and the Party B Final Exchange Amount, as applicable, shall be paid to the administrator. Pursuant to the indenture supplement, the administrator shall convert such amounts received to U.S. dollars and deposit such amounts to the Class A note payment account for distribution in accordance with the indenture and the Series 2016-3 indenture supplement.

## **Legal Proceedings**

TD Bank Group is involved in a number of legal and arbitration proceedings, including class actions, arising out of the conduct of its business activities. In addition, disputes arise in the ordinary course of business. In the ordinary course of its business, TD Bank Group is also subject to governmental examinations, information gathering requests, inquiries and investigations.

Certain of the legal and arbitration proceedings that TD Bank Group is involved in challenge certain policies and practices of TD's credit card business. TD has defended itself against claims in the past and intends to continue to do so in the future.

*See “Risk Factors – Actions to limit interchange” and “-Changes to consumer protection laws and the introduction of new and changes to current laws and regulations, including in the application or interpretation thereof, may impede origination or collection efforts, change account holder use patterns, reduce interest and fees, or reduce collections, any of which may result in acceleration of or reduction in payment on your notes.”*

## Capital Requirements Directive

None of the seller, the transferor, the issuing entity, indenture trustee, the issuer trustee, the initial purchasers or any affiliate thereof, makes any representation or agreement that it is undertaking or will have undertaken to comply with the requirements of Article 122a of the Capital Requirements Directive 2006/48/EC (as amended by Directive 2009/111/EC) (**CRD**) and/or any corresponding regulatory requirements applicable to EU-regulated investors. Noteholders are responsible for analyzing their own regulatory position and are advised to consult with their own advisors regarding the suitability of the notes for investment compliance with the CRD and any other applicable requirements.

## United States Federal Income Tax Consequences

The following is a general summary of certain material U.S. federal income tax consequences that may be relevant to the purchase, ownership and disposition of the Class A notes. In general, the discussion assumes that a holder acquires the Class A notes at original issuance and holds the Class A notes as capital assets. It does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase the Class A notes. In particular, it does not discuss special tax considerations that may apply to certain types of taxpayers, including, without limitation: (i) financial institutions; (ii) insurance companies; (iii) dealers or traders in stocks, securities, notional principal contracts or currencies; (iv) tax-exempt entities; (v) regulated investment companies; (vi) real estate investment trusts; (vii) persons that will hold the Class A notes as part of a “hedging” or “conversion” transaction or as a position in a “straddle” for U.S. federal income tax purposes; (viii) partnerships, pass-through entities or persons who hold Class A notes through partnerships or other pass-through entities; (ix) U.S. Holders (as defined below) that have a “functional currency” other than U.S. dollars; and (x) certain U.S. expatriates and former long-term residents of the United States. This discussion also does not address alternative minimum tax or Medicare contribution tax on net investment income considerations, or the indirect effects on the holders of equity interests in a holder of Class A notes, nor does it describe any tax consequences arising under the laws of any taxing jurisdiction other than the U.S. federal government.

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the **Code**), U.S. Treasury regulations and judicial and administrative interpretations thereof, in each case as in effect or available on the date hereof. All of the foregoing are subject to change, and any change may apply retroactively and could affect the tax consequences described below.

As used in this section, the term **U.S. Holder** means a beneficial owner of Class A notes that is for U.S. federal income tax purposes: (i) a citizen or individual resident of the United States; (ii) a corporation, created or organized in or under the laws of the United States or any state thereof (including the District of Columbia); (iii) any estate the income of which is subject to U.S. federal income tax regardless of the source of its income; or (iv) any trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or (b) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person. A **non-U.S. Holder** is a beneficial owner of Class A notes (other than a partnership or other entity treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder. If a partnership holds Class A notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. Partners of partnerships holding Class A notes are encouraged to consult their tax advisers regarding the personal tax consequences to them of the investment in Class A notes.

## Characterization of the Class A Notes

Upon issuance of the Class A notes, Allen & Overy LLP, special U.S. federal income tax advisers to the issuing entity (**U.S. tax counsel**), will deliver an opinion that, although there is no authority on the treatment of instruments substantially similar to the Class A notes, the Class A notes, when issued, will be treated as debt for U.S. federal income tax purposes. An opinion of U.S. tax counsel is not binding on the IRS or the courts, and no rulings will be sought from the IRS on any of the issues discussed in this section and there can be no assurance that the IRS or courts will agree with the conclusions expressed herein. Accordingly, investors are encouraged to consult their tax advisers as to the U.S. federal income tax consequences to the investor of the purchase, ownership and disposition of the Class A notes, including the possible application of state, local, non-U.S. or other tax laws, and other tax issues affecting the transaction.

## **Taxation of U.S. Holders of the Class A Notes**

### ***Payments of Interest***

Interest on the Class A notes will be taxable to a U.S. Holder as ordinary interest income at the time it is received or accrued, in accordance with the holder's method of accounting for U.S. federal income tax purposes. Interest paid by the issuing entity on the Class A notes will generally constitute income from sources outside the United States and generally will constitute "passive category income" for U.S. foreign tax credit limitation purposes. U.S. Holders are encouraged to consult their tax advisers regarding the availability of the foreign tax credit in their particular circumstances.

### ***Sale, Exchange, Redemption, or Other Disposition of the Class A Notes***

In general, a U.S. Holder of Class A notes will have a basis in such Class A notes equal to the cost of the Class A notes to such holder. Upon a sale, exchange, redemption, or other disposition of the Class A notes, a U.S. Holder will generally recognize a gain or loss equal to the difference between the amount realized (less any accrued interest, which would be taxable as such) and the holder's tax basis in the Class A notes. Gain or loss recognized on the sale or other disposition of the Class A notes will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder has held the Class A notes for more than one year at the time of disposition. In most circumstances, gain realized by a U.S. Holder on the sale or other disposition of the Class A notes will constitute income from sources within the United States for U.S. foreign tax credit limitation purposes. Prospective investors are encouraged to consult their tax advisers regarding the treatment of capital gains (which may be taxed at lower rates than ordinary income for taxpayers who are individuals, trusts or estates that hold the Class A notes for more than one year) and capital losses (the deductibility of which is subject to limitations) realized by them as a consequence of an investment in the Class A notes.

### ***Alternative Characterization of the Class A Notes***

There is no authority regarding the treatment of instruments that are substantially similar to the Class A notes. The issuing entity intends to treat the Class A notes as debt for all U.S. federal income tax purposes. One possible alternative characterization that the IRS could assert is that the Class A notes should be treated as equity in the issuing entity for U.S. federal income tax purposes because the issuing entity may not have substantial equity. If the Class A notes were to be treated as equity, U.S. Holders of the Class A notes would be treated as owning equity in a passive foreign investment company (PFIC) which, depending on the level of ownership of such U.S. Holders and certain other factors, might also constitute an equity interest in a controlled foreign corporation (CFC). Treatment of the Class A notes as equity interests in a PFIC or a CFC rather than debt instruments for U.S. federal income tax purposes would have certain timing and character consequences to U.S. Holders and could require a U.S. Holder to make certain elections and disclosures shortly after the acquisition of Class A notes in order to avoid potentially adverse U.S. tax consequences. Prospective investors are encouraged to consult their tax advisers regarding the tax consequences to them of an alternative characterization of the Class A notes for U.S. federal income tax purposes.

## **Taxation of non-U.S. Holders of the Class A Notes**

Subject to the backup withholding rules discussed below, a non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any payments on the Class A notes or on gain from the sale, exchange, redemption, or other disposition of the Class A notes unless: (i) that payment and/or gain is effectively connected with the conduct by that non-U.S. Holder of a trade or business in the United States (and, if a treaty applies, those payments are attributable to the conduct of a trade or business through a permanent establishment or fixed base in the United States); (ii) in the case of any gain realized on the sale or exchange of the Class A notes by an individual non-U.S. Holder, that holder is present in the United States for 183 days or more in the taxable year of the sale, exchange, redemption, or other disposition and certain other conditions are met; or (iii) the non-U.S. Holder is subject to tax pursuant to provisions of the Code applicable to certain expatriates. Non-U.S. Holders are encouraged to consult their tax advisers regarding the U.S. federal income and other tax consequences to them of owning Class A notes.

## Backup Withholding and Information Reporting

Backup withholding and information reporting requirements may apply to certain payments with respect to the Class A notes by the paying agent or other U.S. intermediary to U.S. Holders. The issuing entity, the paying agent, or other intermediary, as the case may be, may be required to withhold tax from any payment that is subject to backup withholding if the U.S. Holder fails to furnish the U.S. Holder's taxpayer identification number (usually on IRS Form W-9), to certify that such U.S. Holder is not subject to backup withholding, or to otherwise comply with the applicable requirements of the backup withholding rules. Certain U.S. Holders are not subject to the backup withholding and information reporting requirements. Non-U.S. Holders may be required to comply with applicable certification procedures (usually on IRS Form W-8BEN or IRS Form W-8BEN-E) to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be refunded or credited against the U.S. Holder's U.S. federal income tax liability, *provided* that the required information is furnished to the IRS. Holders of Class A notes are encouraged to consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

Certain U.S. Holders that own "specified foreign financial assets" that meet certain U.S. dollar value thresholds generally are required to file an information report with respect to such assets with their tax returns. The Class A notes generally will constitute specified foreign financial assets subject to these reporting requirements unless the Class A notes are held in an account at certain financial institutions. U.S. Holders are urged to consult their tax advisers regarding the application of these disclosure requirements to their ownership of the Class A notes.

## Compliance by the issuing entity with FATCA

Sections 1471 through 1474 of the Code and the regulations thereunder (commonly referred to as **FATCA**) generally impose a 30% withholding tax on certain payments of U.S. source income to non-U.S. financial institutions and certain other non-financial foreign entities unless such institutions or entities comply with FATCA and any applicable intergovernmental agreement to implement FATCA (**IGA**). The issuing entity expects to comply with FATCA and the U.S. Canada IGA such that it would not be subject to withholding tax under FATCA.

## Certain Canadian Federal Income Tax Considerations

The following is a summary of the principal Canadian federal income tax considerations generally applicable to a prospective purchaser of Class A notes if it were to acquire beneficial ownership of a Class A note at par on the date hereof pursuant to an offering by the Issuing Entity and who, for purposes of the *Income Tax Act* (Canada) (the **Tax Act**) and at all relevant times, (i) is neither a resident nor deemed to be a resident of Canada, (ii) does not use or hold the Class A notes in, or in the course of carrying on, a business in Canada, (iii) is not a Person who is an "authorized foreign bank" or who carries on an insurance business in Canada and elsewhere, (iv) deals at arm's length with the issuing entity and with any Person or partnership who is a resident or deemed resident of Canada to whom the purchaser assigns or otherwise transfers a Class A note and (v) is not, and deals at arm's length with each Person who is, a "specified beneficiary" of the issuing entity for purposes of the thin capitalization rules in the Tax Act (for the purposes of this section, a **Holder**). This summary assumes that no interest paid or payable on the Class A notes will be in respect of a debt or other obligation to pay an amount to a Person with whom the issuing entity does not deal at arm's length for the purposes of the Tax Act and that the issuing entity will not make a designation under subsection 18(5.4) of the Tax Act in respect of any interest paid or credited by the issuing entity on the Class A notes.

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the **Regulations**) in force as of the date hereof, counsel's understanding of the current administrative and assessing policies and practices published in writing by the Canada Revenue Agency (the **CRA**) prior to the date hereof and all specific proposals to amend the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the **Tax Proposals**). This summary assumes that the Tax Proposals will be enacted as currently proposed, but no assurance can be given that this will be the case. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in law or in the administrative or assessing policies and practices of the CRA, whether by legislative, governmental or judicial decision or action, nor does it take into account other federal

or any provincial, territorial or foreign tax considerations, which may be materially different from those discussed herein.

**This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any prospective noteholder. Accordingly, prospective noteholders should consult their own tax advisors with respect to their particular circumstances.**

Interest (including amounts on account or in lieu of payment of, or in satisfaction of, interest) paid or credited, or deemed to be paid or credited, by the issuing entity to a Holder in respect of the Class A notes or any amount received by a Holder on the disposition of a Class A note will be exempt from Canadian non-resident withholding tax.

Generally, there are no other Canadian income taxes that would be payable by a Holder as a result of holding or disposing of a Class A note (including for greater certainty, any gain realized by a Holder on a disposition of a Class A note).

### **Benefit Plan Investors**

Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended (**ERISA**), and Section 4975 of the Code prohibit a pension, profit sharing or other employee benefit plan, as well as an individual retirement account, Keogh plan and any entity holding “plan assets” of any of the foregoing (each, a **Benefit Plan**), from engaging in specified transactions with persons that are “parties in interest” under ERISA or “disqualified persons” under the Code with respect to these Benefit Plans. A violation of these “prohibited transaction” rules may result in an excise tax or other penalties and liabilities under ERISA and the Code for these persons. Title I of ERISA also requires that fiduciaries of a Benefit Plan subject to ERISA make investments that are prudent, diversified (unless clearly prudent not to do so), and in accordance with the governing plan documents.

Some transactions involving the acquisition, holding or transfer of the Class A notes might be deemed to constitute or result in prohibited transactions under ERISA and/or Section 4975 of the Code if assets of the Trust were deemed to be assets of a Benefit Plan. Under a regulation issued by the United States Department of Labor (as modified by Section 3(42) of ERISA, the **Plan Asset Regulation**), the assets of the Trust would be treated as plan assets of a Benefit Plan for the purposes of ERISA and the Code only if the Benefit Plan acquires an “equity interest” in the Trust and none of the exceptions contained in the Plan Asset Regulation are applicable. An equity interest is defined under the Plan Asset Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there can be no assurances in this regard, it appears that, at the time of their issuance, the Class A notes should be treated as debt without substantial equity features for purposes of the Plan Asset Regulation. The debt characterization of the Class A notes could change after their issuance if the Trust incurs losses.

However, without regard to whether the Class A notes are treated as an equity interest for these purposes, the acquisition, holding or disposition of the Class A notes by or on behalf of Benefit Plans could be considered to give rise to a prohibited transaction if the seller, the issuing entity, the issuer trustee, the initial purchasers, certain of their affiliates or the indenture trustee, is or becomes a party in interest or a disqualified person with respect to such Benefit Plans. In that case, various exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the Benefit Plan fiduciary making the decision to acquire a Class A note. Included among these exemptions are:

- Prohibited Transaction Class Exemption 96-23, regarding transactions effected by “in-house asset managers”;
- Prohibited Transaction Class Exemption 95-60, regarding transactions effected by “insurance company general accounts”;
- Prohibited Transaction Class Exemption 91-38, regarding investments by bank collective investment funds;
- Prohibited Transaction Class Exemption 90-1, regarding investments by insurance company pooled separate accounts; and



- Prohibited Transaction Class Exemption 84-14, regarding transactions effected by “qualified professional asset managers.”

In addition to the class exemptions listed above, the U.S. Pension Protection Act of 2006 provides a statutory exemption under Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code for prohibited transactions between a Benefit Plan and a person or entity that is a party in interest or a disqualified person with respect to such Benefit Plan solely by reason of providing services to the Benefit Plan or a relationship to such a service provider (other than a party in interest or a disqualified person that is a fiduciary, or its affiliate, that has or exercises discretionary authority or control or renders investment advice with respect to the assets of the Benefit Plan involved in the transaction), *provided* that the Benefit Plan receives no less, and pays no more, than adequate consideration in connection with the transaction.

The seller, the issuer trustee, the initial purchasers, servicer, the administrative agent, the swap counterparty, the indenture trustee or their affiliates may be the sponsor of, or investment advisor with respect to, one or more Benefit Plans. Because these parties may receive certain benefits in connection with the sale or holding of Class A notes, the purchase of Class A notes using plan assets over which any of these parties has investment authority might be deemed to be a violation of a provision of Title I of ERISA or Section 4975 of the Code. Accordingly, Class A notes should not be purchased using the assets of any Benefit Plan if any of these parties has investment authority for those assets, or is an employer maintaining or contributing to the Benefit Plan, if such purchase would cause a non-exempt prohibited transaction.

By your acquisition of a Class A note, you will be deemed to represent and warrant that either (a) you are not acquiring the Class A note with the assets of a Benefit Plan or other plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code (**Similar Law**) or (b) your acquisition, holding and disposition of the Class A note will not result in a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a nonexempt violation of any Similar Law.

Employee benefit plans that are governmental plans, as defined in Section 3(32) of ERISA, non-U.S. plans, as described in Section 4(b)(4) of ERISA, and certain church plans, as defined in Section 3(33) of ERISA, are not subject to Section 406 of ERISA or Section 4975 of the Code, but may be subject to local, state or other federal or non-U.S. law requirements which may impose restrictions similar to those under ERISA and the Code discussed above.

If you are a Benefit Plan fiduciary considering the purchase of any of the Class A notes, you are encouraged to consult your tax and legal advisors regarding whether the assets of the Trust would be considered plan assets, the possibility of exemptive relief from the prohibited transaction rules and other issues and their potential consequences.

### **Certain Volcker Rule Considerations**

The issuing entity is not now, and immediately following the issuance of the Series 2016-3 notes pursuant to the trust indenture will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, commonly known as the “Volcker Rule.”

In reaching this conclusion, although other statutory or regulatory exclusions or exemptions under the Investment Company Act of 1940, as amended (the **Investment Company Act**) or the Volcker Rule may be available, we have relied on the determinations that:

- the issuing entity may rely on the exclusion from the definition of “investment company” under the Investment Company Act provided by Section 3(c)(5) thereunder, and accordingly,
- the issuing entity does not rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for its exemption from registration under the Investment Company Act and may rely on the exemption from the definition of “covered fund” under the Volcker Rule made available to entities that do not rely solely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act for their exemption from registration under the Investment Company Act.

## Selling and Transfer Restrictions

### Selling Restrictions

#### UNITED STATES

The Class A notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States or to or for the account or benefit of a U.S. person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Class A notes are being offered and sold only (a) outside the United States to persons other than U.S. persons as defined in Regulation S in offshore transactions in reliance on, and in compliance with, Regulation S and (b) in the United States to a limited number of QIBs as defined in the Securities Act in connection with resales by the Initial Purchasers, in reliance on, and in compliance with, Rule 144A.

In connection with any Class A notes which are offered or sold outside the United States in reliance on Regulation S (**Regulation S Notes**), each Initial Purchaser has represented and agreed that it has offered and sold, and will offer and sell, the Series 2016-3 notes (a) as part of its distribution at any time and (b) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, only in accordance with Rule 903 of Regulation S or Rule 144A. Accordingly, neither such Initial Purchaser nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the Class A notes, and such Initial Purchaser, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Each Initial Purchaser has agreed that, at or prior to confirmation of sale of the Series 2016-3 notes (other than a sale pursuant to Rule 144A), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Class A notes from it during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering, an offer or sale of Class A notes within the United States by any dealer (whether or not participating in the offering of the notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The Initial Purchasers may arrange for the resale of Class A notes to QIBs pursuant to Rule 144A and each such purchaser of Series 2016-3 notes is hereby notified that the Initial Purchasers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The issuing entity has undertaken to furnish, upon the request of a holder of such Class A notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by him, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of request, the issuing entity is neither subject to reporting under Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

#### EUROPEAN ECONOMIC AREA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Initial Purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**), it has not made and will not make an offer of the Class A notes to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Class A notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of the Class A notes to the public in that Relevant Member State at any time:

- (a) to a legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive (as defined below), 150, natural or legal persons (other than “qualified investors” as defined in the Prospectus Directive) subject to obtaining prior consent of the relevant Initial Purchaser nominated by the issuing entity for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive.

*provided* that no such offer of the Class A notes pursuant to clauses (a) to (c) above will require the issuing entity or the Initial Purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this section, the expression an “offer of the Class A notes to the public” in relation to any Class A notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Class A notes to be offered so as to enable an investor to decide to purchase or subscribe to the Class A notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU (the **2010 PD Amending Directive**), if implemented in the applicable Relevant Member State) and includes any relevant implementing measure in such Relevant Member State.

## UNITED KINGDOM

Each Initial Purchaser has represented and agreed that:

(a) in the United Kingdom, it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of the Class A notes in circumstances in which Section 21(1) of the FSMA does not apply to the issuing entity; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Class A notes in, from or otherwise involving the United Kingdom.

## Transfer Restrictions

*As a result of the following restrictions, purchasers of Class A notes in the United States are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Class A notes.*

Each purchaser of Class A notes (other than a person purchasing an interest in a Registered Global Note with a view to holding it in the form of an interest in the same global note) or person wishing to transfer an interest from one Registered Global Note to another or from global to definitive form or vice versa, will be required to acknowledge, represent and agree, and each person purchasing an interest in a Registered Global Note with a view to holding it in the form of an interest in the same global note will be deemed to have acknowledged, represented and agreed, as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either: (i) it is a QIB, purchasing (or holding) the notes for its own account or for the account of one or more QIBs and it is aware that any sale to it is being made in reliance on Rule 144A or (ii) it is outside the United States and is not a U.S. person;
- (b) that the notes are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the notes have not been and will not be registered under the Securities Act or any other applicable U.S. State securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that, unless it holds an interest in a Regulation S Global Note and either is a person located outside the United States or is not a U.S. person, if in the future it decides to resell, pledge or otherwise transfer the Notes or any beneficial interests in the Notes, it will do so, prior to the date which is one year after the later

of the last issue date for the series and the last date on which the issuing entity or an affiliate of the issuing entity was the owner of such notes, only (i) to the issuing entity or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. State securities laws;

- (d) it will, and will require each subsequent holder to, notify any purchaser of the notes from it of the resale restrictions referred to in paragraph (c) above, if then applicable;
- (e) it is not acquiring the notes with a view to the resale, distribution or other disposition thereof in violation of the Securities Act;
- (f) that notes initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Notes and that notes offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Notes;
- (g) that the notes, other than the Regulation S Global Notes, will bear a legend to the following effect unless otherwise agreed to by the issuing entity:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

BY ITS ACQUISITION HEREOF, THE HOLDER (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE SECURITIES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE SECURITIES EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUING ENTITY OR AN AFFILIATE OF THE ISSUING ENTITY WAS THE OWNER OF SUCH SECURITIES OTHER THAN (1) TO THE ISSUING ENTITY OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

EACH PURCHASER WILL BE DEEMED TO REPRESENT, COVENANT AND AGREE, FOR THE BENEFIT OF THE TRUST, THE INDENTURE TRUSTEE, THE ISSUER TRUSTEE, THE SERVICER, THE INITIAL PURCHASERS AND THE SELLER, THAT EITHER (A) IT IS NOT ACQUIRING THIS NOTE (OR INTEREST HEREIN) WITH THE ASSETS OF A BENEFIT PLAN (AS DEFINED BELOW) OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR INTEREST HEREIN WILL NOT RESULT IN A NONEXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR A NONEXEMPT VIOLATION OF ANY APPLICABLE LAW THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”). FOR THESE PURPOSES, A “BENEFIT PLAN” INCLUDES (1) AN “EMPLOYEE BENEFIT PLAN” (AS DEFINED IN SECTION 3(3) OF ERISA) WHICH IS SUBJECT TO TITLE I OF ERISA, (2) A “PLAN” (AS DEFINED IN SECTION 4975(e)(1) OF THE CODE), WHICH IS SUBJECT TO SECTION 4975 OF THE CODE, (3) ANY ENTITY DEEMED TO HOLD “PLAN ASSETS” OF ANY OF THE FOREGOING BY REASON OF AN EMPLOYEE BENEFIT PLAN OR PLAN’S INVESTMENT IN THE ENTITY, OR (4) ANY GOVERNMENTAL, NON-U.S. OR CHURCH PLAN THAT IS SUBJECT TO SIMILAR LAW.”;

- (h) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the notes prior to the expiration of the distribution compliance period (defined as 40 days after the later of the commencement of the offering and the Issue Date with respect to the original issuance of the notes), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 under the Securities Act or (B) to a QIB in compliance with Rule 144A and (ii) in accordance with all applicable U.S. State securities laws; and it acknowledges that the Regulation S Global Notes will bear a legend to the following effect unless otherwise agreed to by the issuing entity:

“THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE TRUST INDENTURE AND THE INDENTURE SUPPLEMENT AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

THIS LEGEND SHALL CEASE TO APPLY UPON THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE NOTES OF THE TRANCHE OF WHICH THIS NOTE FORMS PART.”;

- (i) that it will not transfer or exchange any of the notes unless such transfer or exchange is in accordance with the indenture supplement, and that any purported transfer of any note (or any interest therein) in contravention of any of the restrictions and conditions in the indenture supplement shall be void, and the purported transferee in such transfer shall not be recognized by the issuing entity or any other person as a noteholder for any purpose;
- (j) that the issuing entity and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the issuing entity; and if it is acquiring any notes as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account; and

- (k) for so long as the transferee holds such Series 2016-3 note (or a beneficial interest therein) either (a) it is not acquiring such Series 2016-3 note with the assets of a Benefit Plan or any governmental, non-U.S. or church plan that is subject to any Similar Law; or (b) its acquisition, holding and disposition of such Series 2016-3 note will not result in a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a nonexempt violation of any Similar Law.

### **Certain Relationships and Related Transactions**

As described in the disclosure in “*Transaction Parties—The Seller*” TD is the sponsor of and servicer for, the issuing entity. TD is also the swap counterparty, the administrator of the issuing entity and the originator of the receivables. TD is not an affiliate of the issuer trustee or the indenture trustee. As described in the disclosure in “*Plan of Distribution*,” TD Securities (USA) LLC is an affiliate of TD. TD Securities (USA) LLC and any of its affiliates may from time to time purchase or acquire a position in any notes and may, at its option, hold or resell those notes. TD Securities (USA) LLC and any of its affiliates may offer and sell previously issued notes in the course of its business as a broker-dealer. TD Securities (USA) LLC and any of its affiliates may act as a principal or an agent in those transactions.

The issuer trustee and the indenture trustee may, from time to time, engage in arm’s-length transactions with TD, which are distinct from their respective role as issuer trustee or indenture trustee, as applicable.

### **Repurchases and Replacements**

Under the transfer agreement, the transferor makes certain representations and warranties to the issuing entity about the receivables. If the transferor materially breaches certain of those representations or warranties, under certain circumstances, all of the Ineligible Receivables will be reassigned to such transferor and the related accounts will no longer be included in the Trust Portfolio. See “*Sources of Funds to Pay the Notes—Representations and Warranties—Regarding the Accounts, the Receivables and the Collateral Certificates*.”

Under the receivables purchase agreement, TD makes certain representations and warranties to the applicable purchaser about the receivables. If TD breaches certain of those representations or warranties and, as a result, an applicable purchaser is required under the transfer agreement or a receivables purchase agreement to accept a reassignment of the related Ineligible Receivables, then TD will accept reassignment of such Ineligible Receivables. See “*Description of the Receivables Purchase Agreement—Repurchase Obligations*.”

TD intends to file on Form ABS-15G all demands for reassignment or repurchase for breach of representations and warranties as required thereby under CIK number 0000947263.

### **Legal Matters**

Certain legal matters relating to the issuance of the notes will be passed upon for TD, the depositor and the issuing entity by McCarthy Tétrault LLP, and certain United States legal matters relating to the issuance of the notes will be passed upon for TD, the depositor and the issuing entity by Allen & Overy LLP. Certain legal matters will be passed upon for the Initial Purchasers by Morgan, Lewis & Bockius LLP.

### **Glossary of Defined Terms**

**2010 PD Amending Directive** has the meaning described in “*Selling and Transfer Restrictions—Selling Restrictions*.”

**Addition Limit** means, unless and until each rating agency consents in writing:

- the number of Additional Accounts designated for any three consecutive Monthly Periods will not exceed 15% of the number of accounts as of the first day of such three-month period;
- the number of Additional Accounts designated for any twelve consecutive Monthly Periods will not exceed 20% of the number of accounts as of the first day of such twelve-month period;
- the amount of receivables added to the issuing entity for any three consecutive Monthly Periods will not exceed 15% of the amount of receivables in the issuing entity as of the first day of such three-month period; and
- the amount of receivables added to the issuing entity for any twelve consecutive Monthly Periods will not exceed 20% of the amount of receivables in the issuing entity as of the first day of such twelve-month period.

**Additional Accounts** means each credit card account designated to be included in the Trust Portfolio and whose receivables are transferred to the issuing entity as described in “*Sources of Funds to Pay the Notes—Addition of Assets.*”

**Adjusted Outstanding Dollar Principal Amount** means, for any date of determination, the outstanding dollar principal amount of the Series 2016-3 notes as of that date, *less* any amounts on deposit in the principal funding account.

**Adverse Effect** means, with respect to any series or class of notes with respect to any action, that such action will at the time of its occurrence (a) result in the occurrence of an early amortization event or event of default relating to such series or class of notes, as applicable, (b) materially adversely affect the amount or timing of payments to be made to the noteholders of any series or class of notes pursuant to the trust indenture, or (c) adversely affect the security interest of the indenture trustee in collateral securing the notes unless otherwise permitted by the trust indenture.

**Bank Act** means the *Bank Act* (Canada).

**Base Rate** means, for any Monthly Period, the sum of (i) the annualized percentage equivalent of a fraction, the numerator of which is equal to the sum of the Class A Canadian Dollar Monthly Interest, the Class B Monthly Interest and the Class C Monthly Interest for such Monthly Period and the denominator of which is the outstanding dollar principal amount of the Series 2016-3 notes as of the last day of the preceding Monthly Period and (ii) the Successor Servicing Fee Percentage for the Monthly Period.

**Business Day** means (i) any day other than a Saturday or Sunday or other day on which banks are required or authorized to be closed in Toronto, Ontario or New York, New York and (ii) with respect to the determination of LIBOR, a London Business Day.

**Card Income** means, with respect to a credit card account, and other than any foreign transaction fees, any receivables billed to the obligor under the related account agreement in respect of (a) interest or other finance charges, (b) check return fees, rush card fees, and over-limit fees, (c) annual membership fees, if any, in respect of such account, (d) cash advance fees and balance transfer fees and cash-like transaction fees (including for promotional cash advances, balance transfers and credit card checks), (e) inactive account fees, if any, (f) statement reprint fees, and (g) amounts in respect of any other fees, charges or amounts with respect to such account designated by TD to the transferor and the issuing entity as Card Income, in each case, billed in accordance with its account guidelines and net of goodwill adjustments and other ordinary course adjustments. **Cards Income** means (i) for or in respect of any particular business day, the aggregate of all such amounts billed on all accounts after the end of the immediately preceding business days and at or before the end of the particular business day; and (ii) for or in respect of a Monthly Period or a period of days in a Monthly Period, the aggregate of all such amounts billed on all accounts after the end of the immediately preceding Monthly Period and at or before the end of such monthly period or period of days.

**Canadian dollar equivalent** means, in relation to the Class A notes and any amount which is denominated in a currency other than Canadian dollars, the Canadian dollar equivalent of such amount ascertained using (i) if a Swap

Termination Event has not occurred, the initial exchange rate set out in the Swap Agreement and (ii) if a Swap Termination Event has occurred, the exchange rate at which the administrator is able to acquire U.S. dollars in the Canadian spot foreign exchange market.

**CDIC** means Canada Deposit Insurance Corporation.

**CDIC Act** means the *Canada Deposit Insurance Corporation Act* (Canada).

**Class A Additional Interest** means, for any Payment Date, the product of:

- the excess of Class A Monthly Interest for that Payment Date and any unpaid Class A Monthly Interest for a prior Payment Date over the aggregate amount of funds allocated and available to pay Class A Monthly Interest for that Payment Date;
- the interest rate in effect for the Interest Period related to the current Payment Date; and
- the actual number of days in that Interest Period divided by 360.

**Class A Canadian Dollar Monthly Interest** means, for any Payment Date, an amount equal to:

- if no Swap Termination Event has occurred, the “fixed amounts” as defined in the Swap Agreement (which, for greater certainty shall not include any amounts payable by the issuing entity upon any applicable early termination under the Swap Agreement) in respect of accruals under the Swap Agreement with respect to the related Interest Period; and
- from and after the occurrence and during the continuance of a Swap Termination Event, the Canadian dollar equivalent of the interest accrued on the outstanding dollar currency-specific principal amount of the Class A notes as of the immediately preceding Record Date.

**Class A Monthly Interest** means, for any Payment Date, the product of:

- the Class A note interest rate in effect for the Interest Period related to the current Payment Date;
- the actual number of days in that Interest Period divided by 360; and
- the outstanding currency specific dollar principal amount of the Class A notes as of the immediately preceding Record Date.

**Class B Additional Interest** means, for any Payment Date, the product of:

- the excess of Class B Monthly Interest for that Payment Date and any unpaid Class B Monthly Interest for a prior Payment Date over the aggregate amount of funds allocated and available to pay Class B Monthly Interest for that Payment Date;
- the Class B note interest rate in effect for the Interest Period related to the current Payment Date; and
- 30/360.

**Class B Monthly Interest** means, for any Payment Date, the product of:

- the Class B note interest rate in effect for the Interest Period related to the current Payment Date;
- 30/360; and
- the outstanding dollar principal amount of the Class B notes as of the immediately preceding Record Date;



*provided, however*, that for the first Payment Date, Class B Monthly Interest shall be CDN\$26,734.53.

**Class C Additional Interest** means, for any Payment Date, the product of:

- the excess of Class C Monthly Interest for that Payment Date and any unpaid Class C Monthly Interest for a prior Payment Date over the aggregate amount of funds allocated and available to pay Class C Monthly Interest for that Payment Date;
- the Class C note interest rate in effect for the Interest Period related to the current Payment Date; and
- 30/360.

**Class C Monthly Interest** means, for any Payment Date, the product of:

- the Class C note interest rate in effect for the Interest Period related to the current Payment Date;
- 30/360; and
- the outstanding dollar principal amount of the Class C notes as of the immediately preceding Record Date;

*provided, however*, that for the first Payment Date, Class C Monthly Interest shall be equal to CDN\$24,148.74.

**Co-Managers** has the meaning specified in “Plan of Distribution”.

**Collateral Deposit Amount** means any amount required pursuant to the Swap Agreement to be transferred by the swap counterparty upon certain ratings downgrades of the swap counterparty.

**Controlled Accumulation Amount** for each Monthly Period occurring during the controlled accumulation period, an amount equal to CDN\$119,608,000.00; *provided, however*, that if the transferor elects to postpone the commencement of the controlled accumulation period in accordance with the indenture supplement, the Controlled Accumulation Amount for each Monthly Period occurring during the controlled accumulation period will be an amount equal to the quotient of (a) the Initial Dollar Principal Amount, divided by (b) the number of Monthly Periods in the controlled accumulation period.

**Controlled Deposit Amount** means, for any Payment Date relating to the controlled accumulation period, an amount equal to the sum of the Controlled Accumulation Amount for such Payment Date and any Deficit Controlled Accumulation Amount for the immediately preceding Payment Date.

**Credit Support Balance** means the value of all eligible credit support that has been transferred by the swap counterparty to the issuing entity and that has not been returned to the swap counterparty, in each case pursuant to the Swap Agreement.

**Date of Processing** means, for any transaction or receipt of collections, the date on which such transaction is first recorded on the servicer’s credit management system, without regard to the effective date of such recording.

**Default Amount** means, for any Monthly Period, the sum of:

- with respect to receivables included in the issuing entity, the aggregate amount of Principal Receivables other than Ineligible Receivables which became Defaulted Receivables in such Monthly Period, *minus* the amount of any Defaulted Receivables that the transferor or servicer became obligated to accept reassignment or assignment as described under “*Sources of Funds to Pay the Notes—Representations and Warranties*” and “*—Servicer Covenants*”; *provided* that, in the event of certain insolvency or bankruptcy events with respect to the transferor or the servicer, the amount of Defaulted Receivables subject to reassignment to the transferor or assignment to the servicer, as the case may be, will not be added to the sum so subtracted, and

- with respect to any collateral certificate included in the issuing entity, the investor Default Amount or similar amount in the related master trust or other securitization special purpose entity allocated to the holder of the collateral certificate under the applicable securitization agreements for the related master trust or other securitization special purpose entity for such Monthly Period.

**Defaulted Account** has the meaning specified in “*Credit Card Business of the Seller—Collection of Delinquent Accounts.*”

**Defaulted Receivables** means, for any Monthly Period, Principal Receivables that were written-off as uncollectible in such Monthly Period in accordance with the account guidelines. For purposes of this definition, a Principal Receivable in any account becomes a Defaulted Receivable on the date such account is recorded as a Defaulted Account on such servicer’s computer file of accounts.

**Deficit Controlled Accumulation Amount** means:

- on the first Payment Date for the controlled accumulation period, the excess, if any, of the Controlled Accumulation Amount for such Payment Date over the amount deposited in the principal funding account on such Payment Date, and
- on each subsequent Payment Date for the controlled accumulation period, the excess, if any, of the Controlled Deposit Amount for such Payment Date over the amount deposited in the Principal Funding Account on such Payment Date.

**Definitive Notes** means notes in definitive, fully registered form.

**Discount Option Percentage** has the meaning specified in “*Sources of Funds to Pay the Notes—Discount Option.*”

**Discount Option Receivables** means on any Date of Processing occurring in any Monthly Period following the Monthly Period in which a discount option date occurs, the product of (a) the Discount Option Percentage and (b) receivables received on such Date of Processing.

**Eligible Account** means a credit card account established upon the issuance or acquired by TD and resulting in the issuance or continuance of one or more credit cards pursuant to the related account agreement and which provides for the extension of credit on a revolving basis by TD to the cardholder under the related account agreement to (i) finance the purchase of products and services from persons that accept credit cards for payment and/or (ii) obtain cash advances directly through a financial institution or an automated bank machine or indirectly by way of convenience checks, balance transfer or other means, and which meets the following requirements as of the respective selection date:

- is a credit card account in existence and owned and maintained by TD and serviced by the servicer;
- the receivables thereunder are payable in Canadian dollars;
- is not classified in TD’s records as a Defaulted Account;
- has an obligor who has a statement address in Canada as of the date of the most recent statement sent to such obligor preceding the respective selection date;
- is not classified in TD’s records as counterfeit, cancelled, fraudulent, stolen or lost; and
- is not, and the receivables thereunder are not, subject to any lien or have not been sold by TD or any other person.

**Eligible Collateral Certificate** means a collateral certificate that has been duly authorized by the transferor and validly issued by the applicable master trust or other securitization special purpose entity and is entitled to the benefits of the applicable declaration of trust or pooling and servicing agreement and with respect to which certain

representations and warranties made by the transferor in the transfer agreement are true and correct in all material respects.

**Eligible Deposit Account** means, in relation to the Series 2016-3 notes, an account that is a segregated account with an Eligible Institution.

**Eligible Institution** means, in relation to the Series 2016-3 notes, (a) a bank, trust company or other financial institution, including an Affiliate of the issuer trustee, the indenture trustee or the Administrator, having: (i) (A) a long-term unsecured debt rating of “A” or better by Fitch and a short-term credit rating of “F-1” or better by Fitch and (B) either (x) a long-term unsecured debt rating of “A” or better and a short-term credit rating of “A-1” or better by S&P or (y) a long-term unsecured debt rating of “A+” or better by S&P or (ii) the equivalent rating thereof from time to time from such Note Rating Agencies; or (b) any institution that otherwise satisfies the Note Rating Agency Condition.

**Eligible Investments** means, in relation to the Series 2016-3 notes, negotiable instruments or securities represented by instruments in bearer or registered form which evidence:

- (a) direct obligations of, and obligations fully guaranteed as to timely payment by, the Government of Canada or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the Government of Canada, which, for greater certainty, does not include NHA Mortgage-Backed Securities;
- (b) short term or long term unsecured debt obligations issued or fully guaranteed by any province, territory or municipality of Canada *provided* that such securities receive a rating of “A-1+” (short term) or “AA” (long term) or better from S&P and, if such securities are rated by Fitch, “F1+” (short term) or “AA-” (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and “F1” (short term) or better or “A” (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment;
- (c) demand deposits, time deposits or certificates of deposit of any chartered bank or trust company or credit union or co-operative credit society incorporated under the laws of Canada or any province thereof and subject to supervision and examination by federal banking or depository institution authorities; *provided, however*, that at the time of the investment or contractual commitment to invest therein, the commercial paper or other short-term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) of such depository institution or trust company shall have a short term issuer credit rating of “A-1” or better from S&P and, if such securities are rated by Fitch, “F1+” (short term) or “AA-” (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and “F1” (short term) or better or “A” (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment;
- (d) call loans to and notes, including bearer deposit notes, or bankers’ acceptances issued or accepted by any bank, trust company, credit union or co-operative society described in paragraph (c) above;
- (e) commercial paper having, at the time of the investment or contractual commitment to invest therein, a rating of “A-1” or “A-1 (sf)” or better from S&P and, if such securities are rated by Fitch, “F1+” (short term) or “AA-” (long term) or better from Fitch for securities that are scheduled to mature greater than 30 days following the date of investment, and “F1” (short term) or better or “A” (long term) or better from Fitch for securities that are scheduled to mature within 30 days of the date of the investment and “F1+sf from Fitch for asset-backed commercial paper backed by global style liquidity;
- (f) investments in money market funds having a rating when purchased of “AAAm” from S&P and, if such securities are rated by Fitch, “AAAmf” from Fitch, or otherwise satisfy the Note Rating Agency Condition;

- (g) demand deposits, term deposits and certificates of deposit which when purchased are issued by an entity, the commercial paper of which has a short term issuer credit rating of “A-1” or better from S&P and, if such securities are rated by Fitch, a rating of “F1” or better from Fitch;
- (h) any other investment with respect to the investment in which the Note Rating Agency Condition shall have been satisfied at the time of the investment therein or contractual commitment to invest therein; or
- (i) deposits in a deposit account established and maintained with an Eligible Institution or an institution that otherwise satisfies the Note Rating Agency Condition,

*provided that:*

- (x) if any Note Rating Agency referred to above changes its name or is the subject of any amalgamation or merger, the required rating must be given by the applicable successor thereof;
- (y) if any Note Rating Agency referred to above ceases to exist or to rate Canadian debt offerings, all of the above references to such agency shall be deemed deleted; and
- (z) if any Note Rating Agency referred to above changes the designation of its debt rating categories, the above references to such designations shall be deemed amended to refer to the then applicable equivalent of such original rating designation.

**Eligible Receivable** means each receivable:

- which has arisen in an Eligible Account;
- which was created in compliance in all material respects with all requirements of law applicable to TD and pursuant to an account agreement that complies with all requirements of law applicable to TD, the failure to comply with which would have an Adverse Effect;
- as to which, immediately prior to the transfer to the issuing entity, the transferor or the issuing entity will have good and marketable title, free and clear of all liens;
- which has been the subject of either:
  - a valid transfer and assignment from the transferor to the issuing entity of all its right, title and interest therein (including any proceeds thereof), or
  - the grant of a first-priority perfected security interest therein (and in the proceeds thereof), effective until the termination of the issuing entity;
- which is the legal, valid and binding payment obligation of an obligor thereof, legally enforceable against such obligor in accordance with its terms (with certain bankruptcy and equity-related exceptions);
- which, at the time of its transfer to the issuing entity, has not been waived or modified except as permitted in accordance with the account guidelines and which waiver or modification is reflected in the servicer’s computer file of accounts;
- which, at the time of its transfer to the issuing entity, is not subject to any right of rescission, setoff, counterclaim or other defense of an obligor (including the defense of usury), other than certain bankruptcy and equity-related defenses;
- as to which, at the time of its transfer to the issuing entity, the transferor has satisfied all obligations on its part to be satisfied; and
- as to which, at the time of its transfer to the issuing entity, neither the transferor nor TD, as the case may be, has taken any action which, or failed to take any action the omission of which, would, at the time of its

transfer to the issuing entity, impair in any material respect the rights of the issuing entity or noteholders of any series or class therein.

**Excess Spread Percentage** means, with respect to each Payment Date, as determined on the Business Day prior to such Payment Date, the amount, if any, by which the Series 2016-3 Portfolio Yield for the related Monthly Period exceeds the Base Rate for such Monthly Period.

**FSMA** has the meaning described in “*Selling and Transfer Restrictions—Selling Restrictions*.”

**Finance Charge Collections** means, for any Monthly Period, the sum of:

- with respect to receivables included in the issuing entity, collections of Finance Charge Receivables (including collections received with respect to Cards Income, Interchange Fees, Discount Option Receivables and recoveries, if any, for such Monthly Period) received by the servicer on behalf of the issuing entity;
- with respect to a collateral certificate included in the issuing entity, collections of Finance Charge Receivables allocable to the holder of that collateral certificate under the applicable securitization agreements for the related master trust or other securitization special purpose entity for such Monthly Period;
- any amounts received by the issuing entity to be treated as Finance Charge Collections with respect to such series or class as described in the related offering memorandum for such Monthly Period; and
- the amount of investment earnings (net of losses and investment expenses), if any, on amounts in deposit in the collection account and the excess funding account for such Monthly Period.

If so specified in the related offering memorandum, Finance Charge Collections for any Monthly Period will include the issuing entity rate fee amount, if any, paid to the issuing entity with respect to such Monthly Period (to the extent received by the issuing entity and deposited into the collection account).

**Finance Charge Receivables** means, for any date of determination, the sum of all Cards Income, all Interchange Fees, all recoveries and the aggregate amount of Discount Option Receivables, if any.

**First Note Transfer Date** means, for any Monthly Period, the first Note Transfer Date for any series, class or tranche of notes for such Monthly Period.

**Fitch** means Fitch, Inc., or any successor thereto.

**Floating Allocation Percentage** for any series of notes will be determined as set forth in the related offering memorandum.

**Ineligible Collateral Certificate** means a collateral certificate that has been reassigned to the transferor as a result of the transferor’s breach of certain representations, warranties and covenants described in “*Sources of Funds to Pay the Notes—Representations and Warranties*.”

**Ineligible Receivables** means all receivables with respect to an affected account that have been reassigned to the transferor as a result of the transferor’s breach of certain representations, warranties and covenants described in “*Sources of Funds to Pay the Notes—Representations and Warranties*.”

**Initial Cut-Off Date** means April 30, 2016.

**Initial Purchasers** means the Joint Bookrunners and the Co-Managers.

**Interest Funding Account Investment Proceeds** means, with respect to the Series 2016-3 notes and each Payment Date, all interest and other investment income (net of investment expenses and losses) on funds on deposit in or credit to the interest funding account for the period from and including the immediately preceding Payment Date to buy excluding such Payment Date.

**Interest Payment Date** means (i) with respect to the Class A notes, December 15, 2016 and the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day, and (ii) with respect to the Class B notes and the Class C notes, May 15, 2017 and, prior to the occurrence of an Event of Default with respect to the Series 2016-3 notes and acceleration of such Series 2016-3 notes, the 15th day of May and November of each year (or if such 15th day is not a Business Day, the next succeeding Business Day), and, following the occurrence of an Event of Default with respect to the Series 2016-3 notes and acceleration of such Series 2016-3 notes, the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day.

**Invested Amount** means, for any date of determination with respect to each collateral certificate included in the issuing entity, the Invested Amount of that collateral certificate as described in the applicable securitization agreements for the related master trust or other securitization special purpose entity.

**Interchange Fees** means all interchange fees, as set by any credit card payment network, payable to TD in connection with cardholder charges for goods or services with respect to the receivables.

**Interest Period** means the period beginning on and including any Interest Payment Date for a class of notes and ending on but excluding the next Interest Payment Date; *provided* that the first Interest Period will begin on and include the Issue Date and end on but exclude the next Interest Payment Date for such class.

**Interest Rate Swap Payment** means, for any swap payment date, the fixed amounts payable by the issuing entity on such swap payment date under the Swap Agreement.

**Issue Date** means November 25, 2016.

**Joint Bookrunners** means J.P. Morgan Securities LLC, TD Securities (USA) LLC, and Wells Fargo Securities, LLC.

**LIBOR** means, as of any LIBOR Determination Date, the rate for deposits in United States dollars for a one-month period (commencing on the first day of the relevant Interest Period) which appears on Reuters Screen LIBOR01 Page, (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices) as of 11:00 a.m., London time, on such date. If such rate does not appear on that page, the rate for that LIBOR Determination Date will be determined by the servicer on the basis of the rates at which deposits in United States dollars are offered by four reference banks in the London interbank market for a one-month period (commencing on the first day of the relevant Interest Period). The servicer will request the principal London office of each of the reference banks to provide a quotation of its rate. If at least two quotations are provided, the rate for that LIBOR Determination Date will be the arithmetic mean of such quotations. If fewer than two quotations are provided, the rate for that LIBOR Determination Date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the servicer, at approximately 11:00 a.m., New York City time, on that day for loans in United States dollars to leading European banks for a one-month period (commencing on the first day of the relevant Interest Period). If the banks selected by the servicer are not quoting rates as provided in the immediately preceding sentence, LIBOR for such Interest Period will be LIBOR for the immediately preceding Interest Period.

**LIBOR Determination Date** means, for the Class A note interest rate, (i) for the initial Interest Period, the second London Business Day prior to the Issue Date and (ii) for each Interest Period following the initial Interest Period, the second London Business Day prior to the first day of such Interest Period. For purposes of the LIBOR Determination Date, a London Business Day is any day on which dealings in deposits in United States dollars are transacted in the London interbank market.

**London Business Day** means any day on which dealings in deposits in U.S. dollars are transacted in the London UK interbank market.

**Monthly Period** means, with respect to each Payment Date, the period (i) from and including the first day of each calendar month and (ii) to and including the last day of such calendar month, *provided, however*, that the initial Monthly Period with respect to any series will commence on the Issue Date with respect to such series.

**Monthly Pool Balance Percentage** means, for any day, the percentage equivalent of a fraction, the numerator of which is an amount equal to the portion of the Pool Balance attributable to the transferor or TD with respect to which an insolvency event or the inability to transfer assets has occurred, and the denominator of which is an amount equal to the Pool Balance, in each as of the last day of the immediately preceding Monthly Period.

**Monthly Principal** means, for any Payment Date during the controlled accumulation period and the early amortization period, an amount equal to the least of:

- the Series Available Principal Collections on deposit in the collection account with respect to that Payment Date;
- for each Payment Date with respect to the controlled accumulation period, the Controlled Deposit Amount for that Payment Date; and
- the Series Nominal Liquidation Amount (as adjusted for any charge-offs resulting from any uncovered Series Default Amount and Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount on that Payment Date).

**Monthly Subordination Amount** means, for any Monthly Period, the sum of:

(a) the lower of:

- (i) the excess of the amounts needed to pay current and past due Class A Monthly Interest and Class A Additional Interest as described in the first clause of “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*,” the Series Successor Servicing Fee as described in the fourth clause of “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*” and the Series Default Amount as described in the fifth clause of “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*” over the Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes that are allocated to cover these amounts; and
- (ii) 6.5% of the initial Series Nominal Liquidation Amount *minus* the amount of unreimbursed charge-offs resulting from any uncovered Series Default Amount and unreimbursed Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past amounts due thereon, or any uncovered Series Default Amount; *plus*

(b) the lower of:

- (i) the excess of the amounts needed to pay current and past due Class B Monthly Interest and Class B Additional Interest, as described in the second clause of “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*” over the Series Available Finance Charge Collections and Shared Excess Available Finance Charge Collections, if any, allocated from other series of notes that are allocated to cover these amounts; and
- (ii) 2.5% of the initial Series Nominal Liquidation Amount *minus* the amount of unreimbursed charge-offs resulting from any uncovered Series Default Amount and unreimbursed Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, including any amounts allocated pursuant to clause (i) above with respect to the related Payment Date.

**Nominal Liquidation Amount** has the meaning described in “*The Notes—Stated Principal Amount, Outstanding Dollar Principal Amount, Initial Dollar Principal Amount, Adjusted Outstanding Dollar Principal Amount and Nominal Liquidation Amount—Nominal Liquidation Amount*.”

**Note Rating Agency** means each of Fitch and S&P.

**Note Rating Agency Condition** means, the issuing entity shall deliver written notice of the proposed action to such Note Rating Agency or Note Rating Agencies at least 10 Business Days' prior to the effective date of such action (or if 10 Business Days' prior notice is impractical, such advance notice as is practicable) and the Note Rating Agencies (i) shall not have informed the issuing entity prior to the effective date of such action that such action will result in the reduction or withdrawal of the rating in effect with respect to any outstanding notes immediately before the taking of such action or (ii) in the case of S&P, or any successor thereto, when it is a Note Rating Agency, such Note Rating Agency shall have informed the issuing entity in writing prior to the effective date of such action that such action will not result in the reduction or withdrawal of the rating of any outstanding notes immediately before the taking of such action.

**Note Transfer Date** means the Business Day prior to a payment date for a series, class or tranche of notes.

**Payment Date** means (i) with respect to the Series 2016-3 notes, December 15, 2016 and the 15th day of each calendar month thereafter, or if such 15th day is not a Business Day, the next succeeding Business Day and (ii) with respect to any other series of notes, the meaning specified in the applicable indenture supplement for such series of notes.

**Pool Balance** has the meaning described in "*Sources of Funds to Pay the Notes—Required Pool Balance.*"

**PPSA** means, in respect of each province or territory in Canada (other than Québec), the *Personal Property Security Act* as from time to time in effect in such province or territory and, in respect of Québec, the *Civil Code of Québec* as from time to time in effect in such province.

**Principal Allocation Percentage** for any series of notes will be determined as set forth in the related offering memorandum.

**Principal Collections** means, with respect to any Monthly Period,

- with respect to receivables, collections other than those designated as Finance Charge Collections on designated accounts for such Monthly Period;
- with respect to a collateral certificate, collections of Principal Receivables allocable to the holder of that collateral certificate under the applicable securitization agreements for the related master trust or other securitization special purpose entity for such Monthly Period; and
- the amount of funds withdrawn from the excess funding account for such Monthly Period which are required to be deposited into the collection account and treated as Principal Collections during an accumulation period or an amortization period pursuant to the trust indenture.

**Principal Payment Rate** means, for any Monthly Period, the percentage equivalent of a fraction, the numerator of which is the aggregate amount of Principal Collections received during such Monthly Period and the denominator of which is the aggregate principal amount of billed balances as of the first day of such Monthly Period.

**Principal Receivables** means, for any date of determination, all receivables other than Finance Charge Receivables.

**Prospectus Directive** has the meaning described in "*Selling and Transfer Restrictions—Selling Restrictions.*"

**Quarterly Excess Spread Percentage** means (a) with respect to the December 2016 Payment Date, the Excess Spread Percentage with respect to the immediately preceding Monthly Period, (b) with respect to the January 2017 Payment Date, the percentage equivalent of a fraction, the numerator of which is the sum of the Excess Spread Percentages for the immediately preceding two Monthly Periods and the denominator of which is two and (c) with respect to the February 2017 Payment Date and each Payment Date thereafter, the percentage equivalent of a fraction, the numerator of which is the sum of the Excess Spread Percentages for the immediately preceding three Monthly Periods and the denominator of which is three.



**Quarterly Principal Payment Rate** means (a) with respect to the December 2016 Payment Date, the Principal Payment Rate with respect to the immediately preceding Monthly Period, (b) with respect to the January 2017 Payment Date, the percentage equivalent of a fraction, the numerator of which is the sum of the Principal Payment Rates for the immediately preceding two Monthly Periods and the denominator of which is two and (c) with respect to the February 2017 Payment Date and each Payment Date thereafter, the percentage equivalent of a fraction, the numerator of which is the sum of the Principal Payment Rates for the immediately preceding three Monthly Periods and the denominator of which is three.

**Reallocated Principal Collections** means, for any Monthly Period, Series Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, in an amount equal to the lesser of:

- the Monthly Subordination Amount for such Monthly Period; and
- Series Principal Collections for such Monthly Period.

**Reallocation Group** means any series of notes that, as specified in the related offering memorandum, is entitled to receive reallocations of Finance Charge Collections as more fully described under *“The Notes—Groups—Reallocations Among Different Series Within Reallocation Group A.”*

**Reallocation Group A** means any series of notes that, as specified in the related offering memorandum, is entitled to receive reallocations of Reallocation Group A Finance Charge Collections.

**Reallocation Group A Additional Amounts** means, for any Payment Date, the sum of the amounts determined with respect to each series in Reallocation Group A equal to the amount by which the Nominal Liquidation Amount of any such series has been reduced due to charge-offs resulting from any uncovered Default Amount or due to reallocations of available principal collections to pay shortfalls in interest.

**Reallocation Group A Default Amount** means, for any Payment Date, the sum of the amounts determined with respect to each series in Reallocation Group A equal to the product of:

- the Default Amount, and
- the applicable Floating Allocation Percentage for each series for that Payment Date.

**Reallocation Group A Fees** means, for any Payment Date, the sum of the amounts determined with respect to each series in Reallocation Group A equal to the product of:

- any Successor Servicing Fee with respect to the related Monthly Period and any other similar fees with respect to such Monthly Period which are paid out of Reallocation Group A Finance Charge Collections for that series, and
- the applicable Floating Allocation Percentage for each series for that Payment Date.

**Reallocation Group A Finance Charge Collections** means, for any Payment Date, the sum of:

- Series Finance Charge Collections for such Payment Date; and
- the aggregate amount of Finance Charge Collections allocated to other series in Reallocation Group A for such Payment Date.

**Reallocation Group A Interest** means, for any Payment Date, the sum of the aggregate amount of monthly interest, including overdue monthly interest and any additional interest, if applicable, for all series in Reallocation Group A.

**Reassignment Amount** means, with respect to the receivables or a particular collateral certificate, subject to reassignment as described under *“Sources of Funds to Pay the Notes—Representations and Warranties,”* for any First Note Transfer Date, the sum of (i)(a) an amount equal to the outstanding principal balance of such receivables

as of the last day of the prior Monthly Period or (b) the Invested Amount of that collateral certificate *plus* (ii) any accrued, past due and additional interest through the related payment date on notes with an outstanding dollar principal amount equal to the applicable amount specified in clause (i), which interest shall be determined based on the applicable note interest rates of each series, class or tranche of notes through the related payment date of such series, class or tranche.

**Receivables Servicing Fee** has the meaning specified in “*Deposit and Application of Funds—Servicer Compensation and other Fees and Expenses.*”

**Record Date** means, for the interest or principal payable on the Series 2016-3 notes on any applicable Payment Date, the last day of the calendar month immediately preceding such Payment Date.

**Relevant Implementation Date** has the meaning specified in “*Selling and Transfer Restrictions—Selling Restrictions.*”

**Relevant Member State** has the meaning specified in “*Selling and Transfer Restrictions—Selling Restrictions.*”

**Required Excess Spread Percentage** means 0%.

**Required Pool Balance** has the meaning specified in “*Sources of Funds to Pay the Notes—Required Pool Balance.*”

**Required Transferor Amount** has the meaning specified in “*Sources of Funds to Pay the Notes—Required Transferor Amount.*”

**Required Transferor Amount Percentage** has the meaning specified in “*Sources of Funds to Pay the Notes—Required Transferor Amount.*”

**Reuters Screen LIBOR01 Page** means the display page currently designated as page LIBOR01 on the Reuters Screen (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices).

**S&P** means S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC, or any successor thereto.

**Series Available Finance Charge Collections** means, with respect to the Series 2016-3 notes, for any Monthly Period, an amount equal to the sum of:

- the amount of Reallocation Group A Finance Charge Collections allocated to the Series 2016-3 notes for such Monthly Period as described in “*Deposit and Application of Funds—Reallocations Among Different Series Within Reallocation Group A*”;
- if such Monthly Period relates to a Payment Date with respect to the controlled accumulation period, net investment earnings, if any, on amounts on deposit in the principal funding account;
- amounts, if any, to be withdrawn from the accumulation reserve account that must be included in Series Available Finance Charge Collections pursuant to the Series 2016-3 indenture supplement with respect to the related Payment Date; and
- Interest Funding Account Investment Proceeds, if any, with respect to the related Payment Date.

**Series Available Principal Collections** means, with respect to the Series 2016-3 notes, for any Monthly Period, Series Principal Collections, *minus* Reallocated Principal Collections, *plus* any Series Available Finance Charge Collections available to cover the Series Default Amount or to reimburse reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount, *plus*,

following an event of default and acceleration of the Series 2016-3 notes, Series Available Finance Charge Collections, if any, available in the ninth clause in *“Deposit and Application of Funds—Payments of Interest, Fees and other Items.”*

**Series Default Amount** means, with respect to the Series 2016-3 notes, for any Monthly Period, an amount equal to the Series Floating Allocation Percentage *times* the Default Amount for such Monthly Period.

**Series Finance Charge Collections**, with respect to the Series 2016-3 notes, has the meaning specified in *“Deposit and Application of Funds—Allocations of Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee.”*

**Series Floating Allocation Percentage** means, with respect to the Series 2016-3 notes, for any Monthly Period, the percentage equivalent (which percentage shall never exceed 100%) of a fraction:

- the numerator of which is the Series Nominal Liquidation Amount as of the beginning of the first day of such Monthly Period (or, for the first Monthly Period, the initial dollar principal amount of the Series 2016-3 notes); and
- the denominator of which is the greater of:
  - (i) the Pool Balance as of the beginning of the first day of such Monthly Period (or, for the first Monthly Period, the Pool Balance as of the Issue Date), and
  - (ii) the sum of the Nominal Liquidation Amounts as of the last day of the preceding Monthly Period for all series of notes as of the beginning of the first day of such Monthly Period;

However, the amount calculated above pursuant to clause (i) of the denominator shall be increased by (a) the aggregate amount of Principal Receivables or additional collateral certificates added to the issuing entity during such Monthly Period or (b) the aggregate amount by which the Invested Amount of an existing collateral certificate included in the issuing entity was increased during such Monthly Period and shall be decreased by the aggregate amount of Principal Receivables or collateral certificates removed from the issuing entity during such Monthly Period, as though such receivables or collateral certificates had been added to or removed from, as the case may be, the issuing entity as of the beginning of the first day of such Monthly Period.

**Series Nominal Liquidation Amount** means, as of the Issue Date, the initial dollar principal amount of the Series 2016-3 notes and on any date of determination thereafter, the sum of, without duplication,

- the Series Nominal Liquidation Amount determined on the immediately prior date of determination, plus
- all reimbursements of reductions in the Series Nominal Liquidation Amount due to charge-offs resulting from any uncovered Series Default Amount and due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount since the prior date of determination, minus
- any reductions in the Series Nominal Liquidation Amount from an allocation of charge-offs resulting from any uncovered Series Default Amount since the prior date of determination, minus
- any reductions in the Series Nominal Liquidation Amount due to Reallocated Principal Collections used to pay shortfalls in interest on the Class A notes or the Class B notes or shortfalls in the Series Successor Servicing Fee, including past due amounts thereon, or any uncovered Series Default Amount since the prior date of determination, minus
- the amount deposited in the principal funding account or paid to the Series 2016-3 noteholders (in each case, after giving effect to any deposits, allocations, reallocations or withdrawals to be made on that day);

*provided, however*, that (i) the Series Nominal Liquidation Amount may never be less than zero, (ii) the Series Nominal Liquidation Amount may never be greater than the Adjusted Outstanding Dollar Principal Amount; and *provided further* that, if there is a sale of assets in the issuing entity following (i) an event of default and acceleration of the Series 2016-3 notes or (ii) the series legal maturity date as described in “*Deposit and Application of Funds—Sale of Assets*,” the Series Nominal Liquidation Amount will be reduced to zero upon such sale.

**Series Portfolio Yield** means, with respect to the Series 2016-3 notes, for any Monthly Period, the annualized percentage equivalent of a fraction:

- the numerator of which is equal to the sum of:
  - Series Available Finance Charge Collections for such Monthly Period, minus
  - the Series Default Amount for such Monthly Period; and
- the denominator of which is the Series Nominal Liquidation Amount as of the last day of the preceding Monthly Period.

**Series Principal Allocation Percentage** means, with respect to the Series 2016-3 notes, for any Monthly Period, the percentage equivalent (which percentage shall never exceed 100%) of a fraction:

- the numerator of which is (A) during the revolving period, the Series Nominal Liquidation Amount as of the beginning of the first day of such Monthly Period (or, for the first Monthly Period, the initial dollar principal amount of the Series 2016-3 notes) and (B) during the controlled accumulation period or the early amortization period, the Series Nominal Liquidation Amount as of the close of business on the last day of the revolving period; and
- the denominator of which is, during the revolving period, the greatest of:
  - (i) the Pool Balance as of the beginning of the first day of such Monthly Period (or, for the first Monthly Period, the Pool Balance as of the Issue Date),
  - (ii) the sum of the Nominal Liquidation Amounts as of the beginning of the first day of such Monthly Period for all series of notes for such Monthly Period, and
  - (iii) the sum of the numerator above in (A) and the numerators used to calculate the Principal Allocation Percentages for all other series of notes for such Monthly Period; or
- the denominator of which is, during the controlled accumulation period or the early amortization period, the greatest of:
  - (iv) the Pool Balance as of the close of business on the last day of the revolving period,
  - (v) the sum of the Nominal Liquidation Amounts as of the beginning of the first day of such Monthly Period for all series of notes for such Monthly Period, and
  - (vi) the sum of the numerator in (B) above and the numerators used to calculate the Principal Allocation Percentages for all other series of notes for such Monthly Period;

*provided, however*, the amount calculated above pursuant to clauses (i) and (iv) of the denominator shall be increased by (a) the aggregate amount of Principal Receivables or additional collateral certificates added to the issuing entity during such Monthly Period or (b) the aggregate amount by which the Invested Amount of an existing collateral certificate included in the issuing entity was increased during such Monthly Period and shall be decreased by the aggregate amount of Principal Receivables or collateral certificates removed from the issuing entity during such Monthly Period, and provided further that any such increase or decrease, as the case may be, shall be made as

though such receivables or collateral certificates had been added to or removed from, as the case may be, the issuing entity as of the first day of such Monthly Period.

**Series Principal Collections**, with respect to the Series 2016-3 notes, has the meaning specified in “*Deposit and Application of Funds—Allocations of Finance Charge Collections, Principal Collections, the Default Amount and the Successor Servicing Fee.*”

**Series Successor Servicing Fee** means, with respect to the Series 2016-3 notes, for any Monthly Period, the Successor Servicing Fee for such Monthly Period times the Series Floating Allocation Percentage for such Monthly Period. For the avoidance of doubt, so long as TD is the servicer, the Series Successor Servicing Fee shall be zero.

**Servicer Default** means any of the following events with respect to the issuing entity:

- (a) failure by the servicer to make any payment, transfer or deposit, or to give instructions or to give notice or instructions to the indenture trustee to make such payment, transfer or deposit, on or before the date the servicer is required to do so under the servicing agreement or the trust indenture (including any supplement thereto), which is not cured within a five Business Day grace period; *provided, however*, that any failure caused by a nonwillful act of the servicer will not constitute a Servicer Default if the servicer promptly remedies the failure within five Business Days after receiving notice or otherwise becoming aware of the failure;
- (b) failure on the part of the servicer duly to observe or perform in any material respect any other covenants or agreements of the servicer in the servicing agreement which has an Adverse Effect and which continues unremedied for a period of 60 days after written notice has been delivered to the servicer and, in some cases, to the issuer trustee and the indenture trustee, or the servicer assigns or delegates its duties under the servicing agreement, except as specifically permitted thereunder;
- (c) any representation, warranty or certification made by the servicer in the servicing agreement or in any certificate delivered pursuant thereto proves to have been incorrect when made, which has an Adverse Effect, and which Adverse Effect continues for a period of 60 days after written notice has been delivered to the servicer and, in some cases, to the issuer trustee and the indenture trustee; or
- (d) the occurrence of certain events of bankruptcy, insolvency or receivership with respect to the servicer.

Notwithstanding the foregoing, a delay in or failure of performance referred to under clause (a) above for a period of 10 Business Days after the applicable grace period or referred to under clause (b) or (c) above for a period of 60 days after the applicable grace period shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the servicer and such delay or failure was caused by an act of God or other similar occurrence.

**Successor Servicing Fee Percentage** means 2%.

**Shared Excess Available Finance Charge Collections** means, for any Monthly Period, as of the related date of determination, with respect to any series of notes in Shared Excess Available Finance Charge Collections Group A, the sum of (i) with respect to the Series 2016-3 notes, the amount of Series Available Finance Charge Collections with respect to such Monthly Period, available in the tenth clause in “*Deposit and Application of Funds—Payments of Interest, Fees and other Items*” and (ii) the Finance Charge Collections remaining after all required deposits and payments from all other series identified as belonging to Shared Excess Available Finance Charge Collections Group A which the applicable indenture supplements for those series specify are to be treated as “Shared Excess Available Finance Charge Collections.”

**Shared Excess Available Finance Charge Collections Group** means a group of series of notes that, as specified in the related offering memorandum, are entitled to receive Shared Excess Available Finance Charge

Collections as more fully described under “*Deposit and Application of Funds—Groups—Shared Excess Available Finance Charge Collections.*”

**Shared Excess Available Finance Charge Collections Group A** means the various series—including the Series 2016-3 notes—that have been designated as a single group for the purpose of sharing Shared Excess Available Finance Charge Collections.

**Shared Excess Available Principal Collections** has the meaning described under “*Deposit and Application of Funds—Groups—Shared Excess Available Principal Collections.*”

**Shared Excess Available Principal Collections** means, for any Monthly Period, the sum of (i) with respect to the Series 2016-3 notes, the amount of Series Available Principal Collections remaining after all deposits and payments described in “*Deposit and Application of Funds—Payments of Principal*” and (ii) with respect to any other series of notes in Shared Excess Available Principal Collections Group A, the Principal Collections allocated to that series of notes remaining after all required deposits and payments that are specified to be treated as Shared Excess Available Principal Collections in the applicable indenture supplement.

**Shared Excess Available Principal Collections Group** means a group of series of notes that, as specified in the related offering memorandum, are entitled to receive Shared Excess Available Principal Collections as more fully described under “*Deposit and Application of Funds—Groups—Shared Excess Available Principal Collections.*”

**Shared Excess Available Principal Collections Group A** means the various series of notes—including the Series 2016-3 notes—that have been designated as a single group for the purpose of sharing Shared Excess Available Principal Collections.

Subordinated Loan Agreement means the subordinated loan agreement dated as of the Issue Date between the issuing entity, as borrower, and TD, as lender.

**Successor Servicing Fee** has the meaning described in “*Deposit and Application of Funds—Servicer Compensation and other Fees and Expenses.*”

**Swap Agreement** has the meaning described in “*Description of the Swap Agreement.*”

**Total Portfolio** means the portfolio of personal consumer and business credit card accounts owned by TD or any of its affiliates from which the accounts designated to be included in the Trust Portfolio are selected.

**Transferor Amount** means, for any asset, for any Monthly Period, an amount equal to (i) the Pool Balance for such Monthly Period, *minus* (ii) the aggregate Nominal Liquidation Amount of all series, classes and tranches of notes as of the close of business on the last day of such Monthly Period.

**Transferor Percentage** means, for any Monthly Period, 100% *minus* the sum of (a) the sum of the aggregate Floating Allocation Percentages and (b) the sum of the aggregate Principal Allocation Percentages, as applicable, of all series of notes outstanding with respect to principal collections, Finance Charge Collections, the successor servicing fee or Default Amount, as applicable.

**Trust Portfolio** means (i) with respect to the issuing entity, the initial accounts and any Additional Accounts selected from the Total Portfolio to have their receivables included in the issuing entity based on the eligibility criteria specified in the receivables purchase agreements and the transfer agreement and (ii) with respect to any master trust or other securitization special purpose entity which has issued a collateral certificate included in the issuing entity, certain accounts selected from a portfolio of accounts owned by TD or any of its affiliates and included in that master trust or other securitization special purpose entity based on the eligibility criteria specified in the applicable declaration of trust or pooling and servicing agreement.

### Outstanding Series, Classes and Tranches of Notes

*The information in this Annex I forms an integral part of the offering memorandum.*

As of the date of this offering memorandum, the issuing entity has outstanding the following additional series of asset-backed notes:

(i) Series 2016-1 Asset Backed Notes

<b>Series 2016-1</b>	
Initial Principal Amount	Cdn. \$1,383,531,000
Class A Stated Principal Amount	U.S. \$1,000,000,000 (Cdn. \$1,293,600,000)
Class B Stated Principal Amount	Cdn. \$55,342,000
Class C Stated Principal Amount	Cdn. \$34,589,000
Class A Interest Rate	1-Month LIBOR + 0.72%
Class B Interest Rate	1.741%
Class C Interest Rate	2.542%
Expected Final Payment Date	April 16, 2018
Legal Maturity Date	April 15, 2020
Series Issuance Date	May 20, 2016

(ii) Series 2016-2 Asset Backed Notes

<b>Series 2016-2</b>	
Initial Principal Amount	Cdn. \$695,990,000
Class A Stated Principal Amount	U.S. \$500,000,000 (Cdn. \$650,750,000)
Class B Stated Principal Amount	Cdn. \$27,840,000
Class C Stated Principal Amount	Cdn. \$17,400,000
Class A Interest Rate	1-Month LIBOR + 1.05%
Class B Interest Rate	2.512%
Class C Interest Rate	3.342%
Expected Final Payment Date	April 17, 2023
Legal Maturity Date	April 15, 2025
Series Issuance Date	July 13, 2016

### The Total Portfolio and the Trust Portfolio

*The information in this Annex II forms an integral part of the offering memorandum.*

#### Account Performance

The following tables set forth the historical performance of the Trust Portfolio (and for loss experience, the Total Portfolio) for each of the indicated periods, which in some cases predate the designation of certain accounts as the initial accounts on August 22, 2014. The amounts and percentages in the following tables have been calculated based on the current provisions in the transaction documents with respect to cash flows and composition of the Trust Portfolio (and for loss experience, the Total Portfolio). There can be no assurance that the loss, delinquency, default rates, recoveries, revenue and payment rate experience or other amounts and percentages below for the Trust Portfolio in the future will be similar to the historical experience set forth below.

The following tables may not reflect all non-material adjustments made from time to time. Percentages and totals may not add exactly due to rounding.

#### *Loss and Delinquency Experience*

The loss experience in the following table for the years ended October 31, 2016, October 31, 2015, October 31, 2014 and October 31, 2013 is calculated with reference to TD's entire portfolio of TD-branded credit card accounts in its retail business, which we refer to as the Total Portfolio. The loss experience of the Total Portfolio is as follows:

#### Loss Experience for the Total Portfolio (dollars in thousands) (unaudited)

	<u>Year Ended Oct. 31, 2016</u>	<u>Year Ended Oct. 31, 2015</u>	<u>Year Ended Oct. 31, 2014<sup>(3)</sup></u>	<u>Year Ended Oct. 31, 2013<sup>(3)</sup></u>
Average Monthly Total Portfolio Balance <sup>(1)</sup> .....	\$12,120,417	\$11,878,599	\$9,870,384	\$8,692,497
Total Portfolio Losses <sup>(2)</sup> .....	\$281,563	\$273,434	\$271,409	\$268,165
Total Portfolio Losses as a Percentage of Average Monthly Total Portfolio Balance .....	2.32%	2.30%	2.75%	3.09%

(1) Average Monthly Total Portfolio Balance is the average of the beginning balance of the Total Portfolio (including Principal Receivables and Cards Income) over the period.

(2) Sum of (i) Principal Receivables (including Default Amounts) and Finance Charge Receivables classified as being in default during the period indicated less (ii) recoveries (calculated with reference to the Total Portfolio) during the period. See "*Credit Card Business of the Seller—Collection of Delinquent Accounts*."

(3) Excludes Aeroplan accounts which were acquired by TD in June 2014.

As of October 31, 2016, the Trust Portfolio represented approximately 64% of the dollar value of the Total Portfolio and 54% of the number of accounts in the Total Portfolio. The loss experience of the Trust Portfolio for the years ended October 31, 2016 and October 31, 2015 are as follows:



**Loss Experience for the Trust Portfolio**  
(dollars in thousands)  
(unaudited)

	<b>Year Ended Oct. 31, 2016</b>	<b>Year Ended Oct. 31, 2015</b>
Average Monthly Trust Portfolio Balance <sup>(1)</sup> .....	\$7,943,412	\$8,004,936
Trust Portfolio Losses <sup>(2)</sup> .....	\$216,040	\$193,469
Trust Portfolio Losses as a Percentage of Average Monthly Trust Portfolio Balance .....	2.72%	2.42%

(1) Average Monthly Trust Portfolio Balance is the average of the beginning balance of the Trust Portfolio (including Principal Receivables and Cards Income) over the period.

(2) Sum of (i) Principal Receivables (including Default Amounts) and Finance Charge Receivables classified as being in default during the period indicated less (ii) recoveries (calculated with reference to the Trust Portfolio) during the period. See “*Credit Card Business of the Seller—Collection of Delinquent Accounts.*”

The delinquency experience in the following tables is calculated with reference to the Trust Portfolio and is as follows (references to “Receivables Outstanding” and “Percentage of Total Receivables” in the following tables include both Finance Charge Receivables and Principal Receivables):

**Delinquency Experience for the Trust Portfolio**  
(unaudited)

<b>As at Oct. 31, 2016</b>				
<b>Days Delinquent</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Current.....	4,222,854	96.87%	\$7,587,506,852	93.90%
Up to 30 Days.....	105,568	2.42%	\$360,314,729	4.46%
31 to 60 Days.....	14,163	0.32%	\$54,104,552	0.67%
61 to 90 Days.....	6,820	0.16%	\$28,711,956	0.36%
91 to 120 Days.....	4,216	0.10%	\$20,080,621	0.25%
121 to 150 Days.....	3,044	0.07%	\$15,925,266	0.20%
151 to 180 Days.....	2,468	0.06%	\$13,435,536	0.17%
181 or More Days .....	11	0.00%	\$131,840	0.00%
Totals .....	4,359,144	100.00%	8,080,211,353	100.00%

**Delinquency Experience for the Trust Portfolio**  
(unaudited)

<b>As at Oct. 31, 2015</b>				
<b>Days Delinquent</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Current.....	4,297,992	96.61%	\$7,440,764,095	93.64%
Up to 30 Days.....	115,640	2.60%	\$371,593,682	4.68%
31 to 60 Days.....	16,677	0.37%	\$53,908,476	0.68%
61 to 90 Days.....	7,901	0.18%	\$28,326,951	0.36%
91 to 120 Days.....	4,574	0.10%	\$20,449,477	0.26%
121 to 150 Days.....	3,377	0.08%	\$16,724,389	0.21%
151 to 180 Days.....	2,833	0.06%	\$13,919,555	0.18%
181 or More Days.....	7	0.00%	\$58,692	0.00%
Totals.....	4,449,001	100.00%	\$7,945,745,318	100.00%

**Delinquency Experience for the Trust Portfolio**  
(unaudited)

<b>As at Oct. 31, 2014</b>				
<b>Days Delinquent</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Current.....	4,400,545	96.99%	\$7,635,190,123	94.70%
Up to 30 Days.....	109,211	2.41%	\$333,133,836	4.13%
31 to 60 Days.....	15,182	0.33%	\$46,187,187	0.57%
61 to 90 Days.....	6,195	0.14%	\$21,482,524	0.27%
91 to 120 Days.....	3,480	0.08%	\$15,117,194	0.19%
121 to 150 Days.....	2,435	0.05%	\$10,733,253	0.13%
151 to 180 Days.....	245	0.01%	\$772,217	0.01%
181 or More Days.....	3	0.00%	\$2,393	0.00%
Totals.....	4,537,296	100.00%	\$8,062,618,727	100.00%

**Delinquency Experience for the Trust Portfolio**  
(unaudited)

<b>As at Oct. 31, 2013</b>				
<b>Days Delinquent</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Current.....	4,198,414	97.40%	\$7,425,410,385	95.79%
Up to 30 Days.....	103,135	2.39%	\$305,363,258	3.94%
31 to 60 Days.....	7,911	0.18%	\$18,458,301	0.24%
61 to 90 Days.....	1,165	0.03%	\$2,125,774	0.03%
91 to 120 Days.....	20	0.00%	\$72,265	0.00%
121 to 150 Days.....	2	0.00%	\$2,382	0.00%
151 to 180 Days.....	2	0.00%	\$304	0.00%
181 or More Days.....	0	0.00%	\$0	0.00%
Totals.....	4,310,649	100.00%	\$7,751,432,668	100.00%

***Revenue Experience***

The revenue experience in the following table is calculated with reference to the Trust Portfolio and is presented on a billed basis before deduction for write-offs. During periods of increasing delinquencies and write-offs, revenues from Card Income and Interchange Fees in a current billing period may exceed Collections as amounts collected on or allocated to receivables conveyed to the Trust Portfolio lag behind amounts billed to cardholders. Conversely, as

delinquencies and write-offs decrease, Collections may exceed revenues from Card Income, Interchange Fees and recoveries as amounts collected in a current period may include amounts billed to cardholders during prior billing periods. Revenues from Card Income on both a billed and a cash basis are affected by numerous factors, including the interest charge on receivables conveyed to the Trust Portfolio, the amount of any annual fees, other fees, or charges paid by cardholders, and the percentage of cardholders who pay off their balances in full each month and do not incur interest charges on purchases.

### **Revenue Experience for the Trust Portfolio**

(dollars in thousands)

(unaudited)

	<b>Year Ended Oct. 31, 2016</b>	<b>Year Ended Oct. 31, 2015</b>	<b>Year Ended Oct. 31, 2014</b>	<b>Year Ended Oct. 31, 2013</b>
Average Monthly Trust Portfolio Balance <sup>(1)</sup> .....	\$7,943,412	\$8,004,936	\$7,870,895	\$7,386,079
Revenue <sup>(2)</sup> .....	\$1,813,362	\$1,818,703	\$1,800,948	\$1,612,288
Revenue as a Percentage of Average Monthly Trust Portfolio Balance .....	22.83%	22.72%	22.88%	21.83%

(1) Average Monthly Trust Portfolio Balance is the average of the beginning balance of the Trust Portfolio (including Principal Receivables and Cards Income) over the period.

(2) Sum of Card Income, Interchange Fees and recoveries over the period.

The revenue experience in the above table is attributable to interest charges and annual and other fees or charges billed to cardholders and include amounts attributable to Interchange Fees and any recoveries. See “*Credit Card Business of the Seller—Interchange*” and “*Credit Card Business of the Seller—Collection of Delinquent Accounts*.” The revenues related to interest charges and other fees or charges (other than annual fees) depend in part upon the collective preference of cardholders to use their credit cards to finance purchases and/or obtain cash advances over time rather than for convenience use (where the cardholders pay off their entire balance each month, thereby avoiding interest charges on purchases). Revenues also depend in part on the cardholders’ use of other optional services offered by the seller for additional fees and upon the collection of payments on delinquent accounts. Accordingly, revenues will be affected by future changes in the types of charges and fees assessed on the accounts in the Trust Portfolio, the respective percentages of the receivables balances of the various types of accounts in the Trust Portfolio, the types of accounts in the Trust Portfolio under which the receivables arise optional fee based services enrolled in by the cardholders, changes in the fees relating to Interchange Fees and changes in the seller's collection strategies for delinquent accounts.

### ***Cardholder Monthly Payment Rates for the Trust Portfolio***

The following table sets forth the highest and lowest cardholder monthly payment rates for the Trust Portfolio for all months during the periods shown, in each case, calculated as a percentage of the ending account balances (including Principal Receivables and Finance Charge Receivables) for the previous month. Monthly payment rates on the receivables conveyed to the Trust Portfolio may vary due to, among other things, the availability and cost of other sources of credit or payment methods, general economic conditions, consumer spending and borrowing patterns and the terms of the accounts in the Trust Portfolio (which are subject to change by the seller).

**Cardholder Monthly Payment Rates for the Trust Portfolio**  
(unaudited)

	<u>Year Ended Oct. 31, 2016</u>	<u>Year Ended Oct. 31, 2015</u>	<u>Year Ended Oct. 31, 2014</u>	<u>Year Ended Oct. 31, 2013</u>
Lowest Month .....	45.62%	44.18%	42.54%	40.86%
Highest Month .....	53.94%	55.98%	53.41%	52.24%
Average of Months in the Period..	50.06%	50.24%	49.31%	47.55%

**The Trust Portfolio**

***General***

The receivables conveyed to the Trust Portfolio arise in accounts originated or acquired by TD and selected from the Total Portfolio.

The information in the above tables entitled “Loss Experience for the Trust Portfolio,” “Delinquency Experience for the Trust Portfolio,” “Revenue Experience for the Trust Portfolio” and “Cardholder Monthly Payment Rates for the Trust Portfolio” relates to the historical accounts in the Trust Portfolio. If the mix of receivables conveyed to the Trust Portfolio changes, the loss, delinquency, revenue and payment rate experience of the Trust Portfolio may be different from that set forth in the tables referred to above.

The transferor (without independent verification of its authority) will have the right, from time to time, to designate Additional Accounts to be included in the Trust Portfolio. Such Additional Accounts may not be originated or collected in the same manner as the accounts described below and may materially differ with respect to loss, delinquency, revenue and payment rate experience. Such Additional Accounts may also have different terms than those described below, including lower interest charges and fees. The transferor (without independent verification of its authority) may also designate accounts and receivables arising under those accounts for removal from the issuing entity. Such removed accounts may, individually or in the aggregate, be of a higher credit quality than the accounts that remain in the issuing entity. Consequently, the designation of such Additional Accounts or the removal of accounts could have the effect of reducing the average portfolio yield.

In addition, the seller may offer different types of credit card accounts which may be included as Additional Accounts from time to time as part of the Trust Portfolio.

As of October 31, 2016, the aggregate balance in the Trust Portfolio was approximately \$8,080,211,353. There were 4,359,144 accounts in the Trust Portfolio which had an average balance of approximately \$1,854 and an average credit limit of approximately \$11,210. The average account balance for such accounts as a percentage of the average credit limit with respect to the accounts in the Trust Portfolio was approximately 17% as of October 31, 2016.

The following tables summarize the Trust Portfolio by various criteria as at October 31, 2016 (references to “Receivables Outstanding” and “Percentage of Total Receivables” in the following tables include both Finance Charge Receivables and Principal Receivables). The amounts and percentages have been calculated based on the current provisions in the transaction documents with respect to cash flows and composition of the Trust Portfolio. These tables are not necessarily indicative of the future composition of the Trust Portfolio.

The following tables may not reflect all non-material adjustments made from time to time. Percentages and totals may not add exactly due to rounding.

**Composition of the Trust Portfolio by Account Balance**  
(as at October 31, 2016)  
(unaudited)

<b>Account Balance</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Credit Balance .....	418,840	9.61%	(\$55,047,096)	-0.68%
\$0 to \$500 .....	2,079,032	47.69%	\$163,599,915	2.02%
Over \$500 to \$1,000 .....	387,716	8.89%	\$289,401,227	3.58%
Over \$1,000 to \$2,000 .....	411,037	9.43%	\$596,322,178	7.38%
Over \$2,000 to \$5,000 .....	540,134	12.39%	\$1,790,789,325	22.16%
Over \$5,000 to \$10,000 .....	332,521	7.63%	\$2,352,157,661	29.11%
Over \$10,000 to \$12,500 .....	72,527	1.66%	\$808,231,174	10.00%
Over \$12,500 to \$15,000 .....	44,377	1.02%	\$609,692,760	7.55%
Over \$15,000 to \$20,000 .....	44,730	1.03%	\$767,289,715	9.50%
Over \$20,000 .....	28,230	0.65%	\$757,774,493	9.38%
Totals .....	<u>4,359,144</u>	<u>100.00%</u>	<u>\$8,080,211,353</u>	<u>100.00%</u>

**Composition of the Trust Portfolio by Credit Limit**  
(as at October 31, 2016)  
(unaudited)

<b>Credit Limit</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Less than or equal to \$1,000 .....	544,028	12.48%	\$141,508,612	1.75%
Over \$1,000 to \$2,000 .....	337,503	7.74%	\$190,622,392	2.36%
Over \$2,000 to \$3,000 .....	256,261	5.88%	\$212,724,550	2.63%
Over \$3,000 to \$4,000 .....	142,128	3.26%	\$158,421,221	1.96%
Over \$4,000 to \$5,000 .....	550,684	12.63%	\$636,262,259	7.87%
Over \$5,000 to \$10,000 .....	1,112,940	25.53%	\$1,964,008,856	24.31%
Over \$10,000 to \$15,000 .....	712,987	16.36%	\$1,757,036,484	21.74%
Over \$15,000 to \$20,000 .....	401,124	9.20%	\$1,285,084,343	15.90%
Over \$20,000 .....	301,489	6.92%	\$1,734,542,636	21.47%
Totals .....	<u>4,359,144</u>	<u>100.00%</u>	<u>\$8,080,211,353</u>	<u>100.00%</u>

**Composition of the Trust Portfolio by Age**  
(as at October 31, 2016)  
(unaudited)

<b>Age of Accounts</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Up to 12 months .....	0	0.00%	\$0	0.00%
Over 12 months to 24 months .....	0	0.00%	\$0	0.00%
Over 24 months to 36 months .....	248,326	5.70%	\$299,409,757	3.71%
Over 36 months to 48 months .....	335,847	7.70%	\$457,776,062	5.67%
Over 48 months to 60 months .....	337,885	7.75%	\$526,818,290	6.52%
Over 60 months .....	3,437,086	78.85%	\$6,796,207,244	84.11%
Totals .....	<u>4,359,144</u>	<u>100.00%</u>	<u>\$8,080,211,353</u>	<u>100.00%</u>

**Composition of the Trust Portfolio by Geographic Distribution**  
(as at October 31, 2016)  
(unaudited)

<b>Jurisdiction</b>	<b>Number of Accounts</b>	<b>Percentage of Total Accounts</b>	<b>Receivables Outstanding</b>	<b>Percentage of Total Receivables</b>
Alberta .....	526,645	12.08%	\$1,172,992,067	14.52%
British Columbia .....	574,110	13.17%	\$1,124,224,825	13.91%
Manitoba .....	99,931	2.29%	\$193,639,980	2.40%
New Brunswick .....	43,400	1.00%	\$80,490,622	1.00%
Newfoundland .....	21,585	0.50%	\$51,744,996	0.64%
Northwest Territories .....	1,827	0.04%	\$4,667,055	0.06%
Nova Scotia .....	63,567	1.46%	\$135,834,234	1.68%
Nunavut .....	288	0.01%	\$540,835	0.01%
Ontario .....	2,563,120	58.80%	\$4,529,462,966	56.06%
Prince Edward Island .....	9,281	0.21%	\$18,262,734	0.23%
Quebec .....	355,985	8.17%	\$572,699,994	7.09%
Saskatchewan .....	85,181	1.95%	\$175,415,207	2.17%
Yukon .....	4,285	0.10%	\$12,181,378	0.15%
Other <sup>(1)</sup> .....	9,939	0.23%	\$8,054,460	0.10%
Totals .....	<u>4,359,144</u>	<u>100.00%</u>	<u>8,080,211,353</u>	<u>100.00%</u>

- (1) This category is in respect of those accounts in the Trust Portfolio for which the obligor's statement address at the time of determination of eligibility for such accounts was in one of the provinces or territories of Canada and such obligor currently resides outside Canada.

### ***Credit Risk Scores***

The following table sets forth the composition of the Trust Portfolio as at October 31, 2016 by FICO equivalent score ranges (references to “Percentage of Total Receivables” in the following table includes both Finance Charge Receivables and Principal Receivable). To the extent available, credit risk scores obtained from primarily Equifax Canada Inc. (**Equifax**) or secondarily Trans Union of Canada, Inc. (**TransUnion**) are used in combination with other credit bureau and client supplied demographic data in the adjudication and line assignment credit decision for “new to bank” credit applicants (i.e., applicants with no relevant established TD relationship). Some “new to bank” credit applicants such as students and recent immigrants to Canada do not have a credit bureau score available and would accordingly be underwritten using internal performance metrics. When an applicant has an existing relationship with TD, internal custom models as well as internal performance metrics are used in addition to the credit risk score and credit bureau data to assess credit worthiness. A credit risk score is a measurement that uses information collected by credit bureaus, like Equifax or TransUnion, to assess credit risk. Credit risk scores rank-order individuals according to the likelihood that their credit obligations will be paid in accordance with the terms of their accounts. Although Equifax and TransUnion disclose only limited information about the variables they use to assess credit risk, those variables likely include, but are not limited to, debt level, credit history, payment patterns (including delinquency experience), and level of utilization of available credit. An individual’s credit risk score may change over time, depending on the conduct of the individual, including the individual’s usage of his or her available credit, payment history and changes in credit score technology used by Equifax and TransUnion.

Credit risk scores are based on independent, third-party information, the accuracy of which the issuing entity cannot verify. The seller does not use standardized credit scores alone for the purpose of credit adjudication. See “*Credit Card Business of the Seller—Acquisition and Use of Credit Cards.*”

The information presented in the table below should not be used alone as a method of forecasting whether obligors will make payments in accordance with the terms of their cardholder agreements. Since the future composition of the Trust Portfolio may change over time, the following table is not necessarily indicative of the composition of the Trust Portfolio at any specific time in the future.

**FICO Equivalent Scores  
As at October 31, 2016**

<b>FICO Equivalent Score Range<sup>(1)</sup></b>	<b>Percentage of Total Accounts</b>	<b>Percentage of Total Receivables</b>
760 and above .....	52.0%	34.9%
700 to 759 .....	20.8%	33.0%
660 to 699 .....	7.9%	15.6%
560 to 659 .....	6.2%	12.0%
Less than 560 or no score .....	13.0%	4.4%
Totals .....	100.00%	100.00%

(1) This table excludes written-off, closed and security fraud accounts. The sources of FICO equivalent score information in the above table are the credit risk scores from Equifax and TransUnion. The credit risk score information in the table above is as of the most recent billing date in October 2016 for the applicable obligor based on TD’s monthly billing files.

### ***Billing and Payments***

The accounts in the Trust Portfolio have various billing and payment structures, including varying interest charges and fees. The following is information on the current billing and payment characteristics of the accounts in the Trust Portfolio.

Monthly billing statements are generally sent by the seller to the primary cardholder (for personal credit card accounts) and to one cardholder (for business credit card accounts) at the end of the billing period unless (a) there is no activity on the account that billing period and there is a zero balance on the account, in which case no billing statement will be sent for that billing period, or (b) the account has a credit or debit balance that is below a de minimis limit, in which case the billing statement will be sent every third billing period. Each month, cardholders must pay at least the minimum payment shown on the monthly billing statement by its payment due date. In general, the minimum payment is based on a percentage of an account's current balance, unpaid minimum payment or past due amounts in respect of preceding monthly billing statements, over-limit amounts, and other charges and fees assessed, which may change from time to time in accordance with the seller's policies.

Interest charges are assessed on accounts at the applicable annual interest rate(s) specified at the time each account is opened and disclosed thereafter (including any changes thereto) on the account's initial disclosure statement and in the subsequent monthly billing statements (the periodic disclosure statements) relating to such account. Interest is charged on any amounts owed on (i) cash advances (which include credit card checks, balance transfers or cash-like transactions) starting from the date of the advances until the amount of such advances have been paid in full, and (ii) purchases and fees charged to an account, subject to an interest-free grace period, as applicable, on such purchases and fees, starting from the date that they are charged (*i.e.*, the transaction date) until the amount has been paid in full.

Interest charges for the amounts owed for new purchases and fees which appear on an account statement for the first time, will not be charged for certain accounts (other than the TD Venture Line of Credit Card Account) if the then current balance on the account is paid in full by the payment due date shown on such billing statement (this is referred to as an interest-free grace period on new purchases and fees).

The seller may increase the annual interest rate(s) on the various types of accounts at any time by providing not less than thirty (30) days plus five business days' prior written notice to the cardholders.

In the case of the variable rate that applies to a TD Emerald Visa Card Account and a TD Venture Line of Credit Card Account, the fixed rate component of that variable rate is assessed, at a minimum, on an annual basis by the seller. In addition, changes to TD's prime rate used by the seller will result in changes to the variable rates on those variable rate accounts.

The seller may, at its discretion, also apply a risk based interest rate(s) (*i.e.*, a higher interest rate) on any account if the minimum payment on the account is not received by the seller within thirty (30) days of the payment due date shown on the monthly billing statement.

The seller may assess an annual fee on a primary and any additional cards (the authorized user cards or additional cards) that varies depending on the features of the account.

Payments by cardholders to TD on the accounts are processed and applied to the balance in an account in the following order:

- (a) The minimum payment on the account is applied as follows (for both personal consumer and business credit card accounts): (i) *first*, to any interest that appears on the billing statement; (ii) *second*, to any fees that appear on the monthly billing statement; (iii) *third*, to any transactions that appear on the billing statement, including any amount that exceeds the authorized credit limit on the account or any past due amounts; (iv) *fourth*, to any fees and other transactions that do not yet appear on the monthly billing statement. In any of these categories (i) to (iv), those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.
- (b) For any amount paid that is above the minimum payment on the account, the seller applies that excess amount (after applying the minimum payment to the account) based on a pro-rated calculation, as follows:
  - (A) *first*, all items on the account that have the same interest rate(s) are placed into the same category;
  - (B) *second*, the seller allocates the amount paid above the minimum payment to the different interest rate(s) categories determined under item (A) in the proportion that the amount in each category represents to the remaining balance on the account.



- (c) If more than the then current balance that appears on the monthly billing statement is paid, that excess amount will be applied to transactions that have not yet appeared on the billing statement for that account, using the same pro-rata payment allocation described above in subsection (b) above for payments of the remaining balance after the minimum payment has been applied to the account.

There can be no assurance that fees and other charges will remain at current levels. See *“Risk Factors—TD may change the terms of the accounts in a way that reduces or slows collections. These changes may result in reduced, accelerated or delayed payments to you.”*

### **Pool Asset Review**

The review described below is designed and effected to provide reasonable assurance that the disclosure regarding the receivables in the Trust Portfolio in this offering memorandum, including the information provided in Annex II to this offering memorandum, is accurate in all material respects.

#### ***Review of Data Flow and Controls***

TD and its affiliates have data collection systems that, together, are designed to process and validate all incoming financial transactions for Canadian credit and credit cardmembers and service establishments, including cardmember spending and other activity such as remittances, fees, account adjustments and merchant transactions. TD and its affiliates have established controls over these data collection systems to provide reasonable assurance regarding the completeness, accuracy, validity and timeliness of data received and sent by the data collection systems.

Data relating to cardmember spending and remittance activity is output from the data collection systems to the servicer’s account servicing platform, which accumulates and processes spending and other activity for TD’s credit and credit cardmembers. The servicer and its affiliates have established controls over the account servicing platform to provide reasonable assurance regarding the completeness, accuracy, validity and timeliness of the data received and sent by the account servicing platform.

Data generated by the account servicing platform is sent to the servicer’s computer system. The computer system also utilizes data provided by an internal risk information management system, including cardmembers’ credit bureau information. Within the computer system, information relating to the accounts in the Trust Portfolio is processed and consolidated for reporting purposes, including for the inclusion in this offering memorandum of data relating to the receivables in the Trust Portfolio. The servicer and its affiliates have established controls over the computer system to provide reasonable assurance regarding the completeness, accuracy, validity and timeliness of the data input from the account servicing platform to the computer system.

As described above, the servicer and their affiliates have developed financial controls over the data collection systems, the account servicing platform and the computer system to provide reasonable assurance regarding the completeness, accuracy and timeliness of data received by and exchanged between these systems. Included among these are controls to validate, confirm, balance, reconcile and calculate data as it moves through the systems. Discrepancies identified by these controls are recorded, investigated and resolved. Internal risk management standards developed by the servicer and their affiliates require the periodic testing of these controls using predetermined sampling methodologies. The sample size used for testing each control is based on the frequency with which that control operates and whether the control is automated or manual. The servicer and its affiliates have determined that the frequency with which these controls are tested and the testing methods used provide reasonable assurance that the data generated by these systems is accurate in all material respects. In addition to periodic testing of the controls, the internal departments that oversee the controls certify to the effectiveness of the controls on a quarterly or annual basis, depending on the type of control.

#### ***Review of Data and Other Disclosure***

The transferor and its affiliates use information generated by the computer system to create reports used to populate the tables included in Annex II to this offering memorandum. The transferor and its affiliates, with the assistance of a third party, conduct a review of the quantitative data in those tables in which the data presented is

compared with the reports generated by the computer system and certain recalculations are performed. The transferor attributes all findings and conclusions of the review to itself.

Disclosure in this offering memorandum consisting of qualitative or factual information regarding the receivables in the Trust Portfolio was reviewed and approved by those officers and employees of the servicer, the transferor and their affiliates who are knowledgeable about such information.

#### ***Underwriting and Authorization Process***

The underwriting and authorization procedures applicable to the accounts are described under “*Credit Card Business of the Seller*.” TD and its affiliates regularly engage in activities that are designed to monitor and measure compliance with established credit underwriting and authorization policies, including testing of automated approval systems. These activities are overseen by several credit risk committees at both the Canadian Corporate and Canadian Credit Card Levels. These committees review monitoring reporting and discuss any relevant issues. The Risk Management division is responsible for the design and implementation of credit processes and credit risk controls, including in the areas of authorizations, new account approval, credit line management, risk modeling, identification, monitoring and measurement of risk, and escalation of risk issues to the various committees as described.

On a quarterly basis, employees of TD and its affiliates conduct a review to validate the accuracy of the proprietary risk score used in the underwriting and authorization process to predict future credit performance. The results of this validation are evaluated by Risk Management to determine whether adjustments to the individual credit risk model should be made. Scores and adjudication logic are applied predominantly using automated systems which receive rigorous periodic testing to ensure accuracy of both input and output. On a monthly basis, employees of TD and its affiliates measure the outcomes of the underwriting and authorization systems and specified portfolio level statistics against pre-set escalation metrics. Issues are escalated to the credit risk committees for evaluation to determine whether any changes to policies, strategies or models should be made.

#### ***Conclusion of Review***

After undertaking the review described above, the transferor has concluded that it has reasonable assurance that the disclosure regarding the receivables in the Trust Portfolio in this offering memorandum, including the information provided in Annex II to this offering memorandum, is accurate in all material respects.

**Evergreen Credit Card Trust™**  
Issuing Entity  
**Evergreen Funding Limited Partnership**  
Depositor and Transferor  
**The Toronto-Dominion Bank**  
Seller, Servicer, Administrator and Swap Counterparty  
**Series 2016-3**  
**U.S.\$ 500,000,000 Class A Asset Backed Notes**

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Offering Memorandum

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J.P. Morgan

*Joint Bookrunners*

TD Securities

Wells Fargo Securities

BofA Merrill Lynch

*Co-Managers*

Citigroup

RBC Capital Markets

You should rely only on the information contained or incorporated by reference in this offering memorandum. We have not authorized anyone to provide you with different information.

We are not offering the notes in any state or other jurisdiction where the offer is not permitted.

We do not claim the accuracy of the information in this offering memorandum as of any date other than the dates stated on the front cover.