

*This pricing supplement, together with the prospectus supplement and the short form base shelf prospectus to which it relates, as amended or supplemented, and each document deemed to be incorporated by reference therein, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. These securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") and, subject to certain exceptions, may not be offered, sold or delivered within the United States of America, its possessions and other areas subject to its jurisdiction or to, or for the account or benefit of, U.S. persons. See "Plan of Distribution".*



## The Toronto-Dominion Bank

Pricing Supplement No.: 3  
Date: February 29, 2016

(to the short form base shelf prospectus of The Toronto-Dominion Bank (the "Bank") dated December 4, 2014 as supplemented by the prospectus supplement of the Bank dated June 18, 2015 (the "Prospectus Supplement" and collectively, the "Prospectus"))).

**\$1,250,000,000**  
**4.859% MEDIUM TERM NOTES DUE MARCH 4, 2031**  
**(Non-Viability Contingent Capital (NVCC))**  
**(subordinated indebtedness)**

The 4.859% medium term notes due March 4, 2031 (Non-Viability Contingent Capital (NVCC)) will be issued under a trust indenture dated November 1, 2005 between the Bank and Computershare Trust Company of Canada, as trustee (the "Trustee") as supplemented by a supplemental trust indenture to be dated on or about March 4, 2016 between the Bank and the Trustee (together, the "Indenture"). A copy of the Indenture may be obtained on request from the Corporate Secretary of the Bank at the following address: Toronto Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario, Canada, M5K 1A2 (telephone: (416) 308-6963), and will be available following the closing of the offering through the Internet at [www.sedar.com](http://www.sedar.com).

Designation:	4.859% Medium Term Notes due March 4, 2031 (Non-Viability Contingent Capital (NVCC)) (the "Notes")
ISIN/CUSIP No.:	CA8911457R92
Principal Amount:	\$1,250,000,000
Commission:	\$0.40
Issue Price:	100%
Net Proceeds to the Bank:	\$1,245,000,000
Currency:	Canadian
Issue Date:	March 4, 2016
Delivery Date:	March 4, 2016

Maturity Date: March 4, 2031

Specified Denominations: \$1,000 and integral multiples thereof

Interest: Interest on the Notes at the rate of 4.859% per annum will accrue from March 4, 2016, and will be payable in equal semi-annual instalments in arrears on March 4 and September 4 in each year, until March 4, 2026, with the first payment on September 4, 2016. On and after March 4, 2026, interest on the Notes will be payable at the Bankers' Acceptance Rate (as defined below) plus 3.49% payable quarterly in arrears on the 4<sup>th</sup> day of March, June, September and December in each year, commencing June 4, 2026 and ending on March 4, 2031.

**"Bankers' Acceptance Rate"**, for any quarterly interest period, shall mean the average bid rate of interest (expressed as an annual percentage rate) rounded to the nearest one-hundred-thousandth of one percent (with 0.000005 percent being rounded up) for Canadian dollar bankers' acceptances with maturities of three months which appears on the Reuters Screen CDOR Page as of 10:00 a.m., Toronto time, on the first Business Day of such quarterly interest period; provided that if such rate does not appear on the Reuters Screen CDOR Page on such day or if the Reuters Monitor Money Rates Service is not available or ceases to exist, the Bankers Acceptance Rate for such period will be determined using an Alternative CDOR Page as of an Alternative Time on such day. If no such Alternative CDOR Page is available on such day, the Bankers' Acceptance Rate for such period shall be the average of the bid rates of interest (expressed and rounded as set forth above) for Canadian dollar bankers' acceptances with maturities of three months for same day settlement as quoted by such of the Schedule I banks (as defined in the Bank Act (Canada)) as may quote such a rate as of 10:00 a.m., Toronto time, on the first Business Day of such quarterly interest period.

**"Business Day"** shall mean a day on which banks are open for business in Toronto and which is not a Saturday or a Sunday.

**"Reuters Screen CDOR Page"** shall mean the display designated as page "CDOR" on the Reuters Monitor Money Rates Service (or such other page as may replace the CDOR page on that service) for the purpose of displaying, among other things, Canadian dollar bankers' acceptance rates.

**"Alternative CDOR Page"** shall mean the display designated as page "CDOR" on Bloomberg or an equivalent service that displays average bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months.

**"Alternative Time"**, for any Alternative CDOR Page, shall mean the time of day at which such Alternative CDOR Page becomes available.

Form of Notes: The Notes will be issued in book-entry only form. A global certificate representing the Notes will be issued in registered form only to CDS and will be deposited with CDS on closing of the offering.

Redemption Provisions: On or after March 4, 2026, the Bank may, at its option, with the prior approval of the Superintendent of Financial Institutions (Canada) (the "Superintendent"), on giving not more than 60 nor less than 30 days' notice to the holders of the Notes, redeem the Notes, in whole or in part, at par plus accrued and unpaid interest to but excluding the date fixed for

redemption. See “Risk Factors”.

Prior to March 4, 2026, the Bank may, at its option, with the prior approval of the Superintendent, on giving not more than 60 days nor less than 30 days’ notice to the holders of the Notes, redeem all (but not less than all) of the Notes, at any time on or after a Regulatory Event Date or the date of the occurrence of a Tax Event (a “Special Event Redemption”). The redemption price per Note redeemed pursuant to a Special Event Redemption will be equal to the greater of par and the Canada Yield Price, together in either case with accrued and unpaid interest to, but excluding, the date fixed for redemption.

In cases of partial redemption, the Notes to be redeemed will be selected by the Trustee by lot or in such other manner as the Trustee may deem equitable.

Any Notes redeemed by the Bank shall be cancelled and may not be reissued.

**“Canada Yield Price”** means a price equal to the price for the Notes to be redeemed, calculated on the Business Day immediately preceding the date on which the Bank gives notice of the redemption of the Notes, to provide an annual yield thereon from the date fixed for redemption to, but excluding, March 4, 2026 equal to the GOC Redemption Yield (as defined below) plus 0.90%.

**“GOC Redemption Yield”** on any date means the arithmetic average of the interest rates quoted to the Bank by two registered Canadian investment dealers selected by the Bank, and approved by the Trustee, as being the annual yield to maturity on such date, compounded semi-annually, which a non-callable Government of Canada bond would carry, if issued in Canadian dollars in Canada, at 100% of its principal amount on the date of redemption with a maturity date of March 4, 2026.

**“Regulatory Event Date”** means the date specified in a letter from the Superintendent to the Bank on which the Notes will no longer be recognized in full as eligible “Tier 2 Capital” or will no longer be eligible to be included in full as risk-based “Total Capital” on a consolidated basis under the guidelines for capital adequacy requirements for banks as interpreted by the Superintendent.

**“Tax Event”** means the Bank has received an opinion of independent counsel of recognized standing experienced in such matters to the effect that, as a result of, (i) any amendment to, clarification of, or change (including any announced prospective change) in, the laws, or any regulations thereunder, or any application or interpretation thereof, of Canada, or any political subdivision or taxing authority thereof or therein, affecting taxation; (ii) any judicial decision, administrative pronouncement, published or private ruling, regulatory procedure, rule, notice, announcement, assessment or reassessment (including any notice or announcement of intent to adopt or issue such decision, pronouncement, ruling, procedure, rule, notice, announcement, assessment or reassessment) (collectively, an “administrative action”); or (iii) any amendment to, clarification of, or change in, the official position with respect to or the interpretation of any administrative action or any interpretation or pronouncement that provides for a position with respect to such administrative action that differs from the theretofore generally accepted

position, in each case (i), (ii) or (iii), by any legislative body, court, governmental authority or agency, regulatory body or taxing authority, irrespective of the manner in which such amendment, clarification, change, administrative action, interpretation or pronouncement is made known, which amendment, clarification, change or administrative action is effective or which interpretation, pronouncement or administrative action is announced on or after the date of the issue of the Notes, there is more than an insubstantial risk (assuming any proposed or announced amendment, clarification, change, interpretation, pronouncement or administrative action is effective and applicable) that the Bank is, or may be, subject to more than a de minimus amount of additional taxes, duties or other governmental charges or civil liabilities because the treatment of any of its items of income, taxable income, expense, taxable capital or taxable paid-up capital with respect to the Notes (including the treatment by the Bank of interest on the Notes) or the treatment of the Notes, as or as would be reflected in any tax return or form filed, to be filed, or otherwise could have been filed, will not be respected by a taxing authority.

Conversion Option:

On any interest payment date, a holder of the Notes may, but only upon notice from the Bank, which may be given from time to time only with the prior approval of the Superintendent and other required regulatory approvals, convert all, but not less than all, of the Notes held by such holder on the date specified in the notice into an equal aggregate principal amount of subordinated indebtedness issued by the Bank, which qualifies as regulatory capital. If given, such notice from the Bank shall be given not less than 30 days, nor more than 60 days prior to the date fixed for the conversion.

Contingent Conversion:

Upon the occurrence of a Trigger Event (as defined in the Prospectus Supplement), each Note will be, and will be deemed, for all purposes, to be, automatically and immediately converted (a "Contingent Conversion"), on a full and permanent basis, without the consent of the holder thereof, into that number of fully-paid Common Shares determined by dividing (a) the product of the Multiplier multiplied by the Note Value, by (b) the Conversion Price. In any case where the aggregate number of Common Shares to be issued to a holder of Notes pursuant to a Contingent Conversion includes a fraction of a Common Share, such number of Common Shares to be issued to such holder shall be rounded down to the nearest whole number of Common Shares and no cash payment shall be made in lieu of such fractional Common Share.

**Investors should therefore carefully consider the disclosure with respect to the Bank, the Notes, the Common Shares and the consequences of a Trigger Event included and incorporated by reference in this Pricing Supplement.**

As promptly as practicable after the occurrence of a Trigger Event, the Bank shall announce the Contingent Conversion by way of a press release and shall give notice of the Contingent Conversion to the then registered holders of the Notes. From and after the Contingent Conversion, the Notes will cease to be outstanding, the holders of the Notes will cease to be entitled to interest on such Notes, including any accrued but unpaid interest as of the date of the Contingent Conversion, and any Notes will represent only the right to receive upon surrender of such Note the applicable number of Common Shares described above. A Contingent Conversion shall be mandatory and binding upon both the Bank and all holders of the Notes notwithstanding anything else including: (a) any prior action to or in

furtherance of redeeming, exchanging or converting the Notes pursuant to the other terms and conditions of the Indenture; and (b) any delay in or impediment to the issuance or delivery of the Common Shares to the holders of the Notes. See “Risk Factors” for a discussion of the circumstances that may result in a Trigger Event and the consequences of a Trigger Event to a holder of Notes.

The Floor Price is subject to adjustment in the event of: (a) the issuance of Common Shares or securities exchangeable for or convertible into Common Shares to all or substantially all of the holders of the Common Shares as a stock dividend or similar distribution; (b) the subdivision, redivision or change of the Common Shares into a greater number of shares; or (c) the reduction, combination or consolidation of the Common Shares into a lesser number of shares.

No adjustment of the Floor Price will be made if the amount of such adjustment will be less than 1% of the Floor Price in effect immediately prior to the event giving rise to the adjustment, provided, however, that in such case any adjustment that would otherwise be required then to be made will be carried forward and will be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, will amount to at least 1% of the Floor Price.

In the event of a capital reorganization, consolidation, merger or amalgamation of the Bank or comparable transaction affecting the Common Shares, the Bank shall take all necessary action to ensure that the holders of Notes receive, pursuant to a Contingent Conversion, after such event, the number of shares or other securities that the holders of Notes would have received if the Contingent Conversion occurred immediately prior to the record date for such event.

Notwithstanding any other provision of the Notes, a Contingent Conversion of such notes shall not be an event of default and the only consequence of a Trigger Event under the provisions of such notes will be the conversion of such notes into Common Shares.

**“Common Share Price”** means the volume weighted average per share trading price of the Common Shares on the Toronto Stock Exchange (the “TSX”) for the 10 consecutive Trading Day period ending on the Trading Day immediately before the occurrence of a Trigger Event, or if the Common Shares are not then listed on the TSX, the principal stock exchange on which the Common Shares are then listed or quoted (being the stock exchange with the greatest volume of trading in the Common Shares during the previous six months), or if such shares are not listed or quoted on any stock exchange, or if no such trading prices are available, the Floor Price.

**“Conversion Price”** means the greater of the Common Share Price and the Floor Price.

**“Floor Price”** means \$5.00, as such price may be adjusted.

**“Multiplier”** means 1.5.

**“Note Value”** means the principal amount of the Note plus accrued and unpaid interest thereon as of the date of the Trigger Event.

**“Trading Day”** means, with respect to any stock exchange or market, a day on which shares may be traded through the facilities of that stock exchange or in that market.

Ineligible Persons,  
Significant Shareholders  
and Ineligible Government  
Holders:

Upon a Contingent Conversion, the Bank reserves the right not to (i) deliver Common Shares to any person whom the Bank or its transfer agent has reason to believe is an Ineligible Person or any person who, by virtue of the Contingent Conversion, would become a Significant Shareholder or (ii) record in its securities register a transfer or issue of Common Shares to any person whom the Bank or its transfer agent has reason to believe is an Ineligible Government Holder based on a declaration submitted to the Bank or its transfer agent by or on behalf of such person. In those circumstances, the Trustee will hold, as agent of any such person, all or the relevant number of Common Shares otherwise to be delivered to such Ineligible Persons and or persons who would become Significant Shareholders or registered to such Ineligible Government Holder, as the case may be, and the Trustee will deliver such shares to a broker retained by the Trustee for the purposes of selling such Common Shares to parties other than the Bank and its affiliates on behalf of any such person. Such sales, if any, will be made at such times and at such prices, as the Trustee, in its sole discretion, may determine. Neither the Bank nor the Trustee will be subject to any liability for failure to sell any such Common Shares on behalf of any such person or at any particular price on any particular day. The net proceeds received by the Trustee from the sale of any such Common Shares will be delivered to any such person, after deducting the costs of sale and any applicable withholding taxes, in accordance with CDS procedures or otherwise.

**“Ineligible Government Holder”** means any person who is the federal or a provincial government in Canada or agent or agency thereof, or the government of a foreign country or any political subdivision of a foreign country, or any agent or agency of a foreign government, in each case to the extent that the recording in the Bank’s securities register of a transfer or issue of any share of the Bank to such person would cause the Bank to contravene the *Bank Act*.

**“Ineligible Person”** means any person whose address is in, or whom the Bank or the Trustee has reason to believe is a resident of, any jurisdiction outside of Canada and the United States to the extent that the issuance or delivery by the Bank to such person, upon a Contingent Conversion, of Common Shares (i) would require the Bank to take any action to comply with securities, banking or analogous laws of such jurisdiction or (ii) would give rise to a liability for withholding tax in connection with such issuance or delivery.

**“Significant Shareholder”** means any person who beneficially owns, directly or indirectly, through entities controlled by such person or persons associated with or acting jointly or in concert with such person (as determined in accordance with the *Bank Act*), shares of any class of the Bank in excess of 10% of the total number of outstanding shares of that class in contravention of the *Bank Act*.

Status and Subordination:

In the absence of a Contingent Conversion, the Notes will be direct unsecured subordinated indebtedness of the Bank ranking equally and rateably with all other subordinated indebtedness of the Bank from time to time issued and outstanding.

Following a Contingent Conversion, holders of the Notes immediately prior to the Contingent Conversion will receive Common Shares in exchange for the Notes and such Common Shares will rank equally with all other common shares in relation to the Bank's assets. See "Contingent Conversion".

The Notes will not be deposits insured under the *Canada Deposit Insurance Corporation Act*.

The terms of the Notes do not contain any restriction on the Bank's ability to incur additional indebtedness that ranks senior to the Notes.

Events of Default: An event of default will occur only if the Bank becomes insolvent or bankrupt or resolves to wind-up or liquidate or is ordered wound-up or liquidated. For greater certainty, a Trigger Event will not constitute an event of default.

Use of Proceeds: The proceeds to the Bank from the sale of the Notes will be added to the Bank's general funds and will qualify as Tier 2 capital of the Bank for regulatory purposes.

Purchase for Cancellation: The Bank may, with the prior approval of the Superintendent and subject to any applicable law, purchase the Notes in the market or by tender or by private contract at any price. All Notes purchased by the Bank shall be cancelled and may not be reissued.

Ratings (Preliminary): DBRS Limited ("DBRS"), "A(low)" with a stable outlook  
Standard & Poor's Ratings Services ("S&P"), "A-"  
Moody's Investors Service, Inc. ("Moody's"), "A2 (hyb)"

The "A(low)" rating assigned to the Notes by DBRS is in the 3<sup>rd</sup> highest of DBRS' ten rating categories, which range from AAA to D. DBRS uses high or low designations to indicate the relative strength of the securities being rated within a particular rating category. DBRS uses three categories of rating trends - "positive", "stable" or "negative" - to provide guidance in respect of its opinion regarding the outlook for the rating of the issuer in question. The rating trend indicates the direction in which DBRS considers the Bank's rating is headed should present tendencies continue. S&P has ten rating categories, ranging from AAA to D, and uses + or - designations to indicate the relative standing of the securities being rated within a particular rating category. The "A-" rating assigned to the Notes by S&P indicates that the Notes rank at the low end of S&P's 3<sup>rd</sup> highest rating category. The "A2" rating assigned by Moody's is in the 3<sup>rd</sup> of nine categories used by Moody's, which range from AAA to C. The modifier 2 indicates that the obligation ranks at the mid-range of the applicable rating category. A "(hyb)" indicator is appended to all ratings of hybrid securities issued by banks, insurers, finance companies, and securities firms.

Credit ratings are intended to provide investors with an independent assessment of the credit quality of an issue or issuer of securities and do not speak to the suitability of particular securities for any particular investor. The credit ratings assigned to the Notes may not reflect the potential impact of all risks on the value of the Notes. A rating is therefore not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the rating agency.

Dealers: TD Securities Inc., RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., Desjardins Securities Inc., National Bank Financial Inc., Scotia Capital Inc., Merrill Lynch Canada Inc., HSBC Securities (Canada) Inc., Laurentian Bank Securities Inc. and Manulife Securities Incorporated (collectively, the “Dealers”). **TD Securities Inc. is a wholly-owned subsidiary of the Bank. By virtue of such ownership, the Bank is a related and connected issuer of TD Securities Inc. under applicable securities legislation.** See “Plan of Distribution”.

Method of Distribution: Agency



## **DOCUMENTS INCORPORATED BY REFERENCE**

This Pricing Supplement is deemed to be incorporated by reference into the Prospectus solely for the purpose of the offering of the Notes. Other documents are also incorporated or deemed to be incorporated by reference into the Prospectus and reference should be made to the Prospectus for full particulars thereof. In addition, the following documents filed with the Superintendent and the various securities commissions or similar authorities in Canada are incorporated by reference into this Pricing Supplement:

- (i) the consolidated audited financial statements for the fiscal year ended October 31, 2015 with comparative consolidated financial statements for the fiscal year ended October 31, 2014, together with the auditors' report thereon and management's discussion & analysis for the fiscal year ended October 31, 2015;
- (ii) the management proxy circular dated as of January 28, 2016;
- (iii) the consolidated interim financial statements for the three months ended January 31, 2016 with comparative consolidated financial statements for the three months ended January 31, 2015, together with management's discussion & analysis for the three months ended January 31, 2016; and
- (iv) the indicative term sheet dated February 26, 2016 and the final term sheet dated February 26, 2016, in each case delivered to potential investors with respect to this offering and filed on SEDAR (collectively, the "Marketing Materials").

Any management proxy circular, annual information form, consolidated audited financial statements, interim unaudited financial statements, material change reports (excluding confidential material change reports) or business acquisition reports, all as filed by the Bank with the various securities commissions or similar authorities in Canada pursuant to the requirements of applicable securities legislation after the date of this Prospectus Supplement and prior to the termination of this offering shall be deemed to be incorporated by reference into this Prospectus Supplement.

Any statement contained in the Prospectus, as supplemented by this Pricing Supplement, or in a document incorporated or deemed to be incorporated by reference therein or herein shall be deemed to be modified or superseded for the purposes of this Pricing Supplement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement is not to be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that was required to be stated or that was necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Pricing Supplement.

## **MARKETING MATERIALS**

The Marketing Materials are not part of this Pricing Supplement or the Prospectus to the extent that the contents of such materials have been modified or superseded by a statement contained in this Pricing Supplement or any amendment. In addition, any template version of any other marketing materials filed with the securities commission or similar authority in each of the provinces and territories of Canada in connection with this offering after the date hereof but prior to the termination of the distribution of the Notes under this Pricing Supplement is deemed to be incorporated by reference herein and in the Prospectus.

## **ELIGIBILITY FOR INVESTMENT**

In the opinion of McCarthy Tétrault LLP, counsel to the Bank, and Fasken Martineau DuMoulin LLP, counsel to the Dealers, the Notes to be issued by the Bank pursuant to this Pricing Supplement, if issued on the date of this Pricing

Supplement, would be, on such date, qualified investments under the Income Tax Act (Canada) (the “Tax Act”) and the regulations thereunder for trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), registered education savings plans, registered disability savings plans, deferred profit sharing plans (other than a trust governed by a deferred profit sharing plan to which contributions are made by the Bank or an employer with which the Bank does not deal at arm’s length within the meaning of the Tax Act) and tax-free savings accounts (“TFSAs”).

The Notes, if issued on the date of this Pricing Supplement, would not be, on such date, a “prohibited investment” (within the meaning of the Tax Act) for a trust governed by a TFSA, RRSP or RRIF provided the holder of the TFSA or the annuitant under the RRSP or RRIF, as the case may be, deals at arm’s length with the Bank for purposes of the Tax Act and does not have a significant interest (within the meaning of the Tax Act) in the Bank.

Prospective investors should consult and rely on their own tax advisors.

## RECENT DEVELOPMENTS

The Canadian federal budget released on April 21, 2015 confirmed the Government of Canada’s intention to implement a Taxpayer Protection and Bank Recapitalization (bail-in) regime for Canada’s systemically important banks (“D-SIBs”). The budget did not provide details of implementation but it is the Bank’s understanding that the principles of the regime would be largely based on the attributes discussed in the consultation paper issued by the Canadian Department of Finance on August 1, 2014. The overarching policy objective is to preserve financial stability while protecting taxpayers in the event of the failure of D-SIBs. The bail-in regime is designed to enable the expedient conversion, in whole or in part, of certain bank liabilities (bail-in debt) into common equity, thus ensuring that the D-SIBs emerge from conversion as adequately capitalized. Bail-in debt includes long-term senior unsecured debt that is tradable and transferable, and has an original term to maturity of over 400 days. Consumer deposits are excluded.

Upon (i) the determination by the Superintendent that a D-SIB has ceased, or is about to cease, to be viable and (ii) all capital instruments that meet the Basel III requirements for absorption of loss at the point of non-viability having been converted into common equity, all or a portion of the bail-in debt may be converted into common equity. The proposal specifies that the hierarchy of claims between bail-in debt holders and other capital providers (including holders of non-viability contingent capital subordinated debentures, such as the Notes, and preferred shares) would be respected such that the bail-in debt holders would receive economic entitlements more favourable than those received by other capital providers.

No implementation timeline has been provided. The federal budget stipulated that the rules would not be applied retroactively to liabilities outstanding as of the implementation date. The proposed changes could adversely affect the Bank’s cost of funding.

## TRADING PRICE AND VOLUME OF THE COMMON SHARES

The following chart sets out the trading price and volume of the Common Shares on the Toronto Stock Exchange during the 12 months preceding the date of this Pricing Supplement:

	Feb 2015	Mar 2015	April 2015	May 2015	June 2015	July 2015	August 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 1 to Feb 25, 2016
<b>COMMON SHARES</b>													
High (\$)	55.89	55.18	56.34	56.48	55.09	53.59	53.38	53.18	55.38	55.09	55.47	53.94	53.07
Low (\$)	50.71	52.81	53.84	54.15	52.57	50.29	47.75	50.52	51.15	53.11	52.76	48.90	48.52
Vol ('000)	64,465	70,562	51,661	51,166	81,185	62,929	63,051	75,490	70,867	51,359	76,075	81,192	56,813

## CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of McCarthy Tétrault LLP, counsel to the Bank, and Fasken Martineau DuMoulin LLP, counsel to the Dealers, the following is a summary of the principal Canadian federal income tax considerations generally applicable to a holder of Notes who acquires the Notes pursuant to this Pricing Supplement and who, for purposes of the Tax Act and at all relevant times, is resident or deemed to be resident in Canada, deals at arm's length with and is not affiliated with the Bank, holds the Notes and will hold Common Shares acquired on a Contingent Conversion as capital property and is not exempt from taxation under Part I of the Tax Act. Generally, the Notes and Common Shares will be considered to constitute capital property to a holder provided that the holder does not use or hold the Notes or the Common Shares in or in the course of carrying on a business of trading or dealing in securities or as part of an adventure or concern in the nature of trade. Certain holders who might not otherwise be considered to hold their Notes or Common Shares as capital property may, in certain circumstances, be entitled to have them and all of their other "Canadian securities", as defined in the Tax Act, treated as capital property by making the irrevocable election permitted under subsection 39(4) of the Tax Act. This summary is not applicable to a purchaser an interest in which is a "tax shelter investment" (as defined in the Tax Act), a purchaser who has elected to determine its Canadian tax results in a currency (other than Canadian currency) that is a "functional currency" (as defined in the Tax Act), a purchaser who is a "financial institution" (as defined in the Tax Act) for purposes of certain rules applicable to securities held by financial institutions (referred to as the "mark-to-market" rules) or a purchaser who enters into a "derivative forward agreement" (as defined in the Tax Act) with respect to the Notes. Such purchasers should consult their own tax advisors.

This summary is based upon the current provisions of the Tax Act and the regulations issued thereunder in force as of the date hereof, all specific proposals to amend the Tax Act and the regulations thereunder publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "Tax Proposals") and counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the "CRA") published in writing by the CRA prior to the date hereof. 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 CRA administrative policies or assessing practices, whether by way of legislative, governmental or judicial decision or action, nor does it take into account or consider any other federal tax considerations or any provincial, territorial or foreign tax considerations, which may differ materially from those discussed herein. While this summary assumes that the Tax Proposals will be enacted in the form proposed, no assurance can be given that this will be the case, and no assurance can be given that judicial, legislative or administrative changes will not modify or change the statements below.

**This summary is of a general nature only and is not, and is not intended to be, and should not be construed to be, legal or tax advice to any particular holder and no representation with respect to the income tax consequences to any particular holder is made. Prospective purchasers of Notes should consult their own tax advisors with respect to the tax consequences to them of acquiring, holding and disposing of Notes having regard to their own particular circumstances.**

### *Interest on the Notes*

A holder of a Note that is a corporation, partnership, unit trust or trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest or amount that is considered for the purposes of the Tax Act to be interest on the Note that accrued to it to the end of the year or became receivable or was received by it before the end of the year, to the extent that the interest (or amount considered to be interest) was not included in computing its income for a preceding taxation year.

A holder of a Note (other than a holder referred to in the previous paragraph) will be required to include in computing the holder's income for a taxation year any amount received or receivable (depending upon the method regularly followed by the holder in computing income) by the holder as interest or amount considered to be interest in the year on the Note, to the extent that such amount was not included in computing the holder's income for a preceding taxation year.

### *Dispositions*

On a disposition or deemed disposition of a Note (including a purchase or redemption by the Bank prior to maturity or a repayment by the Bank upon maturity), a holder will generally be required to include in computing its income for the taxation year in which the disposition or deemed disposition occurred the amount of interest (including amounts considered to be interest) that has accrued on the Note to the date of disposition or deemed disposition, to the extent that such amount has not otherwise been included in computing the holder's income for the year in which the disposition or deemed disposition occurred or a preceding taxation year. On a disposition of a Note as a result of a Contingent Conversion, a holder will be required to include in computing its income for the taxation year in which the Contingent Conversion occurs any amount that is paid in respect of accrued and unpaid interest on the Note to the date of the Contingent Conversion, to the extent that such amount has not otherwise been included in computing the holder's income for that year or a preceding taxation year.

Any premium paid by the Bank to a holder on the purchase or redemption of a Note (other than in the open market in the manner any such obligation would normally be purchased in the open market by any member of the public) will generally be deemed to be interest received by the holder at the time of payment to the extent that it can reasonably be considered to relate to, and does not exceed the value at that time of, the interest that would have been paid or payable by the Bank on the Note for a taxation year of the Bank ending after the time of payment. Such interest will be required to be included in computing the holder's income in the manner described above.

In general, on a disposition or deemed disposition of Notes, a holder will realize a capital gain (or sustain a capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any amount included in the holder's income as interest and any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of such Notes to the holder immediately before the disposition or deemed disposition. On a Contingent Conversion, the proceeds of disposition of a Note, and the cost of the Common Shares received, will be equal to the fair market value of the Common Shares received by the holder at the time of the Contingent Conversion. The cost of a Common Share so received will be averaged with the adjusted cost base to a holder of all other Common Shares owned by the holder as capital property at such time for the purposes of determining the adjusted cost base of each Common Share.

Generally, a holder is required to include in computing its income for a taxation year one-half of the amount of any such capital gain (a "taxable capital gain") realized in the year. Subject to and in accordance with the provisions of the Tax Act, a holder is required to deduct one half of the amount of any such capital loss (an "allowable capital loss") realized in a taxation year from taxable capital gains realized by the holder in the year and allowable capital losses in a taxation year in excess of taxable capital gains in the taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years. Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax.

### *Additional Refundable Tax*

A holder that is a Canadian-controlled private corporation (as defined in the Tax Act) may be liable to pay an additional refundable tax on certain investment income including amounts in respect of interest and taxable capital gains.

## **PLAN OF DISTRIBUTION**

Under an agreement (the "Dealer Agreement") between the Dealers and the Bank dated February 29, 2016, the Dealers have agreed to offer for sale in Canada if, as and when issued by the Bank in accordance with the terms of the Dealer Agreement, up to \$1,250,000,000 principal amount of the Notes at a price of \$100 per \$100 principal amount of Notes.

The Bank has agreed to indemnify the Dealers against certain liabilities. The Bank has agreed to pay the Dealers a commission of \$0.40 on account of services rendered in connection with the offering of the Notes per \$100 principal amount of Notes sold.

It is expected that the closing of the issue of the Notes will take place on or about March 4, 2016, or such later date as the Bank and the Dealers may agree but, in any event, not later than April 4, 2016.

The Bank reserves the right to accept or reject any subscription in whole or in part. While the Dealers have agreed to use their reasonable best efforts to sell the Notes, they are not obligated to purchase any Notes which are not sold. The obligations of the Dealers under the Dealer Agreement may be terminated, and the Dealers may withdraw all subscriptions for Notes on behalf of subscribers, at the Dealer's discretion, upon the occurrence of certain stated events.

Each of the Dealers may from time to time purchase and sell Notes in the secondary market, but no Dealer is obligated to do so and may discontinue market-making activities at any time.

The Notes have not been and will not be registered under the U.S. Securities Act and, subject to certain exceptions, may not be offered, sold or delivered within the United States of America, its possessions and other areas subject to its jurisdiction 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 U.S. Securities Act.

The Bank has applied to list the Common Shares that would be issued upon a Contingent Conversion on the TSX. The Bank will also apply to list the Common Shares that would be issued upon a Contingent Conversion on the New York Stock Exchange. Listing will be subject to the Bank fulfilling all of the requirements of the TSX and the New York Stock Exchange, respectively.

TD Securities Inc., one of the Dealers, is a wholly-owned subsidiary of the Bank. By virtue of such ownership, the Bank is a related and connected issuer of TD Securities Inc. under applicable securities legislation. The decision to distribute the Notes and the determination of the terms of the distribution were made through negotiations between the Bank on the one hand and the Dealers on the other hand. TD Securities Inc. will not receive any benefit in connection with this offering, other than its share of the Dealers' commission payable by the Bank.

Under applicable securities legislation, RBC Dominion Securities Inc. ("RBC") is an independent agent in connection with this offering and is not related or connected to the Bank or to TD Securities Inc. In that capacity, RBC has participated with all other Dealers in due diligence meetings relating to this Pricing Supplement with the Bank and its representatives, has reviewed this Pricing Supplement and has had the opportunity to propose such changes to this Pricing Supplement as it considered appropriate. In addition, RBC has participated, together with the other Dealers, in the structuring and pricing of this offering.

#### **LEGAL MATTERS**

Certain legal matters in connection with the offering of the Notes will be passed upon by McCarthy Tétrault LLP, on behalf of the Bank, and by Fasken Martineau DuMoulin LLP, on behalf of the Dealers. The partners, counsel and associates of McCarthy Tétrault LLP and Fasken Martineau DuMoulin LLP, respectively, as a group, beneficially own, directly or indirectly, less than one percent of any class of security issued by the Bank.

#### **TRANSFER AGENT AND REGISTRAR**

The transfer agent and registrar for the Notes is Computershare Trust Company of Canada or its agent at its principal office in Toronto, Ontario.

#### **RISK FACTORS**

An investment in the Notes is subject to certain risks including those set out in the Prospectus and the following. From time to time, the stock market experiences significant price and volume volatility that may affect the market price of the Notes and Common Shares for reasons unrelated to the Bank's performance. Also, the financial markets are generally characterized by extensive interconnections among financial institutions. As such, financial difficulties experienced, or a perception in the marketplace of such difficulties, by other financial institutions in Canada, the United States or other countries could adversely affect the Bank and the market price of the Notes and Common Shares. Additionally, the Notes and Common Shares are subject to market value fluctuations based upon factors

which influence the Bank's operations, such as legislative or regulatory developments, competition, technological change and global capital market activity.

*Automatic Conversion into Common Shares Upon a Trigger Event*

Upon the occurrence of a Trigger Event, an investment in the Notes will become an investment in fully-paid Common Shares without the consent of the holder. See "Contingent Conversion". After a Contingent Conversion, a holder of Notes will no longer have any rights as a creditor of the Bank and will only have rights as a common shareholder. Absent a Contingent Conversion, the claims of holders of Notes have certain priority of payment over the claims of holders of equity shares of the Bank. Given the nature of a Trigger Event, a holder of Notes will become a common shareholder of the Bank at a time when the Bank's financial condition has deteriorated. If the Bank were to become insolvent or wound-up after the occurrence of a Trigger Event, the holders of Common Shares may receive, if anything, substantially less than the holders of Notes might have received had the Notes not been converted into Common Shares. A Contingent Conversion may also occur at a time when a federal or provincial government or other government agency in Canada has provided, or will provide, a capital injection or equivalent support, the terms of which may rank in priority to the Common Shares with respect to the payment of dividends, rights on liquidation or other terms.

*A Trigger Event Involves a Subjective Determination Outside the Bank's Control*

The decision as to whether a Trigger Event will occur is a subjective determination by the Superintendent that the Bank has ceased, or is about to cease, to be viable and that the conversion of all contingent instruments is reasonably likely, taking into account any other factors or circumstances that are considered relevant or appropriate by the Superintendent, to restore or maintain the viability of the Bank. See the definition of "Trigger Event" in the Prospectus Supplement.

The Office of the Superintendent of Financial Institutions ("OSFI") has stated that the Superintendent will consult with the Canada Deposit Insurance Corporation, the Bank of Canada, the Department of Finance and the Financial Consumer Agency of Canada prior to making a non-viability determination. The conversion of contingent instruments alone may not be sufficient to restore an institution to viability and other public sector interventions, including liquidity assistance, would likely be used along with the conversion of contingent instruments to maintain an institution as a going concern.

In assessing whether the Bank has ceased, or is about to cease, to be viable and that, after the conversion of all contingent instruments, it is reasonably likely that the viability of the Bank will be restored or maintained, OSFI has stated that the Superintendent will consider, in consultation with the authorities referred to above, all relevant facts and circumstances. Those facts and circumstances could include, in addition to other public sector interventions, a consideration of whether, among other things:

- the assets of the Bank are, in the opinion of the Superintendent, sufficient to provide adequate protection to the Bank's depositors and creditors;
- the Bank has lost the confidence of depositors or other creditors and the public (for example, ongoing increased difficulty in obtaining or rolling over short-term funding);
- the Bank's regulatory capital has, in the opinion of the Superintendent, reached a level, or is eroding in a manner, that may detrimentally affect its depositors and creditors;
- the Bank has failed to pay any liability that has become due and payable or, in the opinion of the Superintendent, the Bank will not be able to pay its liabilities as they become due and payable;
- the Bank has failed to comply with an order of the Superintendent to increase its capital;
- in the opinion of the Superintendent, any other state of affairs exists in respect of the Bank that may be materially prejudicial to the interests of the Bank's depositors or creditors or the owners of any assets under the Bank's administration; and

- the Bank is unable to recapitalize on its own through the issuance of Common Shares or other forms of regulatory capital (for example, no suitable investor or group of investors exists that is willing or capable of investing in sufficient quantity and on terms that will restore the Bank's viability, nor is there any reasonable prospect of such an investor emerging in the near-term in the absence of conversion of contingent instruments).

If a Contingent Conversion occurs, then the interests of depositors, other creditors of the Bank, and holders of the Bank's securities which are not contingent instruments will all rank in priority to the holders of contingent instruments, including the Notes. The Superintendent retains full discretion to decide whether or not a Trigger Event has occurred notwithstanding a determination that the Bank has ceased, or is about to cease, to be viable. Under such circumstances, the holders of Notes could be exposed to losses through the use of other resolution tools or in liquidation.

*Number and Value of Common Shares to be Received on Contingent Conversion is Variable*

The number of Common Shares to be received for each Note is calculated by reference to the prevailing market price of Common Shares immediately prior to a Trigger Event, subject to the Floor Price. See "Contingent Conversion." If there is a Contingent Conversion at a time when the market price of the Common Shares is below the Floor Price, investors will receive Common Shares with an aggregate market price less than the aggregate principal amount of the Notes being converted.

The Bank is expected to have outstanding from time to time other subordinated debt and preferred shares that will automatically convert into Common Shares upon a Trigger Event. Other subordinated debt or preferred shares that are convertible into Common Shares upon a Trigger Event may also use a lower floor price than that applicable to the Notes to determine the maximum number of Common Shares to be issued to holders of such instruments upon a Contingent Conversion. Accordingly, holders of Notes will receive Common Shares pursuant to a Contingent Conversion at a time when other subordinated debt and preferred shares are converted into Common Shares, possibly at a conversion rate that is more favourable to the holder of such instruments than the rate applicable to the Notes, thereby causing substantial dilution to holders of Common Shares, and the holders of the Notes, who will become holders of Common Shares upon the Contingent Conversion.

*Common Shares Received on a Contingent Conversion Could be Subject to Further Dilution*

In the circumstances surrounding a Trigger Event, the Superintendent or other governmental authorities or agencies may also require other steps to be taken to restore or maintain the viability of the Bank, such as the exercise of the bail-in conversion powers discussed under "Recent Developments", injection of new capital and the issuance of additional Common Shares or other securities. Accordingly, holders of the Notes will receive Common Shares pursuant to a Contingent Conversion at a time when senior debt obligations of the Bank may be converted into Common Shares, possibly at a conversion rate that is more favourable to the holders of such obligations than the rate applicable to the Notes, and additional Common Shares or other securities ranking in priority to the Common Shares may be issued, thereby causing substantial dilution to holders of Common Shares and the holders of the Notes, who will become holders of Common Shares upon the Trigger Event.

*Circumstances Surrounding Contingent Conversion and Effect on Market Price*

The occurrence of a Trigger Event is subject to a subjective determination by the Superintendent that the conversion of all contingent instruments is reasonably likely to restore or maintain the viability of the Bank. See the definition of "Trigger Event" in the Prospectus Supplement. As a result, a Contingent Conversion may occur in circumstances that are beyond the control of the Bank. Also, even in circumstances where the market expects the Superintendent to cause a Trigger Event, the Superintendent may choose not to take that action. Because of the inherent uncertainty regarding the determination of when a Contingent Conversion may occur, it will be difficult to predict, when, if at all, the Notes will be mandatorily converted into Common Shares. Accordingly, trading behavior in respect of the Notes is not necessarily expected to follow trading behavior associated with other types of convertible or exchangeable securities. Any indication, whether real or perceived, that the Bank is trending towards a Trigger Event can be expected to have an adverse effect on the market price of the Notes and the Common Shares, whether or not such Trigger Event actually occurs.

### *Credit Ratings*

Real or anticipated changes in credit ratings on the Notes may affect the market value of the Notes. In addition, real or anticipated changes in credit ratings can affect the cost at which the Bank can transact or obtain funding, and thereby affect its liquidity, business, financial condition or results of operations.

### *Rankings on Insolvency or Winding-Up*

The Notes are direct unsecured subordinate indebtedness of the Bank which, provided such Notes have not been converted into Common Shares upon a Trigger Event, rank equally with other subordinated indebtedness of the Bank in the event of the insolvency or winding-up of the Bank. If the Bank becomes insolvent or is wound-up while the Notes remain outstanding, the Bank's assets must be used to pay deposit liabilities and prior and senior ranking indebtedness before payments may be made on the Notes, other subordinated indebtedness and the Common Shares. Subject to the Bank's regulatory capital requirements, there is no limit on the Bank's ability to incur additional subordinated debt. In addition, the terms of the Notes do not restrict the Bank's ability to incur indebtedness that ranks senior to the Notes.

Upon a Contingent Conversion of the Notes, the terms of such notes with respect to priority and rights upon liquidation will not be relevant as such securities will have been converted to Common Shares ranking on parity with all other outstanding Common Shares. If the Bank were to become insolvent or wound-up after the occurrence of a Trigger Event, the holders of the Common Shares may receive, if anything, substantially less than the holders of the Notes might have received had the Notes not been converted into Common Shares.

### *Interest Rate Fluctuations*

Prevailing interest rates will affect the market value of the Notes. Assuming all other factors remain unchanged, the market value of the Notes will decline as prevailing interest rates for comparable debt instruments rise, and increase as prevailing interest rates for comparable debt instruments decline.

### *Reinvestment Risk*

The Notes may be redeemed, in the sole discretion of the Bank but with the prior approval of the Superintendent, on and after March 4, 2026. The Notes may also be redeemed prior to March 4, 2026, at the option of the Bank but with the prior approval of the Superintendent, at any time on or after a Regulatory Event Date or the date of the occurrence of a Tax Event. If the Notes are redeemed prior to their maturity date, investors will be subject to reinvestment risk, since it may not be possible to reinvest in securities with similar risk and yield as the Notes. If the Notes are not redeemed on March 4, 2026, investors will thereafter be subject to uncertainty with respect to both the rate of interest payable on the Notes, which will fluctuate quarterly based on the applicable Bankers' Acceptance Rate, and with respect to the length of the remaining term of the Notes, which will be dependent upon whether or not the Notes are redeemed prior to their maturity date. If the Notes are not redeemed prior to their maturity date, the principal amount on the Notes will not be payable until the maturity date of March 4, 2031.



**CERTIFICATE OF THE DEALERS**

Dated: February 29, 2016

To the best of our knowledge, information and belief, the Prospectus, together with the documents incorporated in the Prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the Prospectus and this supplement as required by the securities legislation of each of the provinces and territories of Canada.

TD SECURITIES INC.

By: (signed) Greg McDonald

RBC DOMINION SECURITIES INC.

By: (signed) Peter Hawkrigg

BMO NESBITT  
BURNS INC.

By: (signed) Bradley  
J. Hardie

CIBC WORLD  
MARKETS INC.

By: (signed) Shannan  
M. Levere

DESJARDINS  
SECURITIES INC.

By: (signed) Ryan  
Godfrey

NATIONAL BANK  
FINANCIAL INC.

By: (signed) John  
Carrique

SCOTIA CAPITAL  
INC.

By: (signed) Graham  
Fry

MERRILL LYNCH  
CANADA INC.

By: (signed) Eric Giroux

HSBC SECURITIES  
(CANADA) INC.

By: (signed) Sean Rosas

LAURENTIAN BANK  
SECURITIES INC.

By: (signed) Thomas Berky

MANULIFE SECURITIES  
INCORPORATED

By: (signed) David MacLeod