

Terms and Conditions of

TD BANK, NATIONAL ASSOCIATION (the “Bank”)

4.644% Fixed Rate / Floating Rate Subordinated Notes due 2022

The Securities are a duly authorized issue of 4.644% Fixed Rate/Floating Rate Subordinated Notes Due 2022 of the Bank (the “Securities”) issued under the Issuing and Paying Agency Agreement.

PRINCIPAL AMOUNT:	CDN\$270,000,000
ISSUE DATE:	September 20, 2005
MATURITY DATE:	September 20, 2022
INTEREST PAYMENT DATE(S):	March 20 and September 20 during the Fixed Rate Period and March 20, June 20, September 20 and December 20 during the Floating Rate Period
GUARANTEED BY:	The Toronto-Dominion Bank

Interest

Interest shall be paid from and including the Issue Date specified above or from and including the most recent Interest Payment Date to which interest on this Security or any predecessor Security has been paid or duly provided for to, but excluding, the succeeding Interest Payment Date, on the Interest Payment Dates specified above in each year (each, an “Interest Payment Date”) and at the maturity date shown above (the “Stated Maturity”) or the date of earlier redemption of this Security, at the rate per annum equal to the interest rate specified below, until the principal hereof is paid or duly made available for payment.

Interest shall accrue from and including September 20, 2005, or from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, to but excluding September 20, 2017 (the “Fixed Rate Period”), at the rate of 4.644% per annum, calculated and payable semi-annually in arrears on each March 20 and September 20, commencing March 20, 2006 through and including September 20, 2017. Unless the Securities are redeemed on or before September 20, 2017, interest shall accrue from and including September 20, 2017, or from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, to but excluding the Stated Maturity or date of earlier redemption of the Securities (the “Floating Rate Period”), at a rate per annum equal to the Floating Interest Rate (as defined below) and shall be paid in respect of such period quarterly in

arrears on each March 20, June 20, September 20 and December 20, commencing December 20, 2017.

Interest payable in respect of the Fixed Rate Period will be computed on the basis of a year of 365 days, or 366 days in each leap year, as the case may be.

During the Floating Rate Period, the rate per annum at which these Securities shall bear interest shall be reset quarterly on the first day of each Interest Reset Period (as defined below) and shall equal the Bankers' Acceptance Rate (as defined below) plus 1.00% (the "Floating Interest Rate"), as determined by The Canada Trust Company ("Canada Trust"), as Calculation Agent (which term shall include any duly appointed successor). "Interest Reset Period" means each period during the Floating Rate Period from and including an Interest Payment Date to but excluding the next succeeding Interest Payment Date. The first Interest Reset Period will commence on and include September 20, 2017 and end on and exclude December 20, 2017. During the Floating Rate Period, the amount of interest for each day the Securities are outstanding (the "Daily Interest Amount") shall be calculated by dividing the interest rate in effect for that day by 365, or 366 in each leap year, as the case may be, and multiplying the result by the principal amount of the Securities outstanding on such day. The amount of interest to be paid on the Securities in respect of each Interest Reset Period shall be calculated by adding the Daily Interest Amounts for each day in the Interest Reset Period, and such amount shall be payable on the Interest Payment Date immediately following the last day of such Interest Reset Period. During the Floating Rate Period, the Calculation Agent shall, upon the request of any person in whose name a Security (or any predecessor Security) is registered (the "Holder"), provide the Floating Interest Rate then in effect for the current Interest Reset Period. All calculations of the Calculation Agent, in the absence of manifest error, shall be conclusive for all purposes and binding on the Bank and the Holder of a Security.

"Bankers' Acceptance Rate" for any Interest Reset Period means 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 Interest Reset Period; provided that if such rate does not appear on the Reuters Screen CDOR Page 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 Interest Reset Periods.

"Reuters Screen CDOR Page" means 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.

All percentages resulting from any calculation pursuant to the terms of this Security shall, if necessary, be rounded to the nearest one-thousandth of one percent, with five one millionths of a percentage point rounded upwards (e.g., 9.876545% (or .09876545) shall be rounded to

9.87655% (or .0987655)), and all dollar amounts used in or resulting from such calculation on this Security shall be rounded to the nearest cent, with one-half cent being rounded upwards.

In no event will the rate of interest on the Securities be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

During the Fixed Rate Period, in the event that an Interest Payment Date is not a Business Day (as defined below), the Bank will pay interest on the next day that is a Business Day, with the same force and effect as if made on the Interest Payment Date, and without any interest or other payment with respect to the delay. During the Floating Rate Period, if an Interest Payment Date falls on a day that is not a Business Day, the Interest Payment Date will be postponed to the next day that is a Business Day, unless such next Business Day would fall in the next calendar month, in which case, the Interest Payment Date will be the immediately preceding Business Day. If the Stated Maturity or date of earlier redemption falls on a day that is not a Business Day, the payment of principal and interest, if any, will be made on the next succeeding Business Day, and no interest shall accrue and be payable for the period from and after such Stated Maturity or date of earlier redemption.

“Business Day” means, any day that is not a Saturday or Sunday and that is not a day on which banking institutions in the cities of Toronto, Ontario or Portland, Maine generally are authorized or obligated by law or executive order to close.

Redemption

Prior to September 20, 2017, the Bank may, at its option, redeem the Securities in whole at any time or in part from time to time (subject to applicable minimum denominations) on written notice given not more than 60 nor less than 30 calendar days prior to the date of redemption by the Bank to the Holder of the Security, at a redemption price which is equal to higher of: (i) 100% of the principal amount of the Securities to be redeemed and (ii) the Canada Yield Price (as defined below), together in each case with accrued and unpaid interest thereon at the applicable rate borne by the Securities to, but excluding, the date fixed for redemption. Redemptions prior to September 20, 2017 will be made in increments of CDN\$1,000 (provided that any remaining principal amount of the Securities shall be at least CDN\$250,000). On or after September 20, 2017, the Bank may, at its option, on written notice given not more than 60 nor less than 30 calendar days prior to the date of redemption by the Bank to the Holder, redeem all (but not less than all) of the Securities on any Interest Payment Date at 100% of the principal amount of the Securities to be redeemed together with accrued and unpaid interest thereon at the applicable rate borne by the Securities to, but excluding, the date fixed for redemption. Whenever less than all of the Securities at any time outstanding (the “Outstanding Securities”) is to be redeemed, the portion of the Securities to be so redeemed shall be selected by the Issuing and Paying Agent by lot or in any other manner as it may deem equitable.

“Canada Yield Price” shall mean a price equal to the price for the Securities to be redeemed calculated on the Business Day preceding the date on which the Bank has authorized the redemption (which shall be deemed to be the date upon which the Bank has given notice of

the redemption) to provide an annual yield from the date fixed for redemption to September 20, 2017 equal to the Government of Canada Yield (as defined below) plus 0.18%.

“Government of Canada Yield” on any date shall mean 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 Issuing and Paying Agent, 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 September 20, 2017.

Notwithstanding the above, the Bank may not redeem the Securities, in whole or in part, without obtaining (i) any required approval of the Office of the Comptroller of the Currency, U.S. Department of the Treasury (the “Comptroller”), and (ii) the written approval of the Superintendent of Financial Institutions (Canada) (the “Superintendent”).

The Bank may, with (i) any required approval of the Comptroller, and (ii) the written approval of the Superintendent, purchase any portion of the Securities in the market or by tender or by private contract at any price. All portions of the Securities purchased by the Bank shall be cancelled and may not be reissued.

At least 35 and not more than 60 days (unless shorter notice is acceptable to the Issuing and Paying Agent) before the redemption date specified by the Bank in such notice for such redemption, the Bank shall give to the Issuing and Paying Agent notice of its election to redeem such Securities, in whole or in part, on the redemption date, stating the principal amount in increments of CDN\$1,000 of the Securities to be redeemed, provided that any remaining principal amount of the Securities shall be at least CDN\$250,000. In the case of partial redemption, such notice shall state the principal amount of any such Securities to be redeemed. If less than all the Securities are to be redeemed, the particular Securities to be redeemed shall be selected by the Issuing and Paying Agent from the Outstanding Securities not previously called for redemption by lot or by such other method as the Issuing and Paying Agent may deem equitable. The Issuing and Paying Agent shall promptly give to the Bank notice of the Securities selected for redemption. Upon any partial redemption of any Security of this series, the Bank will issue and the Issuing and Paying Agent shall authenticate and make available for delivery in exchange therefor one or more Securities of the same series, of any authorized denomination and like tenor, as requested by the Holder, in aggregate principal amount equal to the unredeemed portion of the principal amount of such Security.

Payment of Principal and Interest

Payment of principal of, and interest on, the Securities will be made in such coin or currency of Canada as at the time of payment is legal tender for payment of public and private debts. The Bank will at all times appoint and maintain an issuing and paying agent (the “Issuing and Paying Agent”) authorized by the Bank to pay the principal of, and interest on, the Securities on behalf of the Bank or the Guarantor, as applicable, and having an office or agency (the “Issuing and Paying Agent Office”) in the City of Toronto, Ontario (the “Place of Payment”), where the Securities may be presented or surrendered for payment and where notices, designations or requests in respect of payments with respect to the Securities may be served.

The Bank has initially appointed Canada Trust, a trust company established under the laws of Canada, as such Issuing and Paying Agent pursuant to the Issuing and Paying Agency Agreement, dated as of September 20, 2005 (the "Issuing and Paying Agency Agreement"), between the Bank and the Issuing and Paying Agent, with the Issuing and Paying Agent Office currently located at 79 Wellington Street West, 8th Floor, Toronto, Ontario M5K 1A2.

Payment of the principal of, and premium, if any, and interest on, the Securities due at maturity or upon earlier redemption will be made in immediately available funds upon presentation and surrender of the Securities to the Issuing and Paying Agent at the Issuing and Paying Agent Office in the Place of Payment; provided that the Securities are presented to the Issuing and Paying Agent in time for the Issuing and Paying Agent to make such payment in accordance with its normal procedures. Payments of interest on the Securities (other than at maturity or upon earlier redemption) will be made by wire transfer to such account as has been appropriately designated to the Issuing and Paying Agent by the person entitled to such payments.

Subordination

The indebtedness of the Bank evidenced by the Securities, including principal, premium and interest, is unsecured and subordinate and junior in right of payment to the Bank's obligations to its depositors, its obligations under banker's acceptances, letters of credit and its obligations to its other creditors, including its obligations to any Federal Reserve Bank, to the United States Federal Deposit Insurance Corporation ("FDIC") and any rights acquired by the FDIC as a result of loans made or other assistance provided by the FDIC to the Bank or the purchase or guarantee of any of its assets by the FDIC pursuant to the provisions of 12 U.S.C. Section 1823(c) or (d), whether now outstanding or hereafter incurred, other than obligations to (i) holders of debt obligations which rank on a parity with or junior to the Securities or (ii) arising out of claims of the FDIC pursuant to the provisions of 12 U.S.C. Section 1815(e) (relating to losses incurred in connection with commonly controlled depository institutions). In the event of any insolvency, receivership, conservatorship, reorganization, readjustment of debt, marshalling of assets and liabilities or similar proceedings or any liquidation or winding-up of or relating to the Bank, whether voluntary or involuntary, all such obligations (except obligations which rank on a parity with or junior to the Securities) shall be entitled to be paid in full before any payment would be made on account of the principal of, or premium, if any, or interest on the Securities. In the event of any such proceeding, after payment in full of all sums owing with respect to such prior obligations, Holders of the Securities, together with holders of any obligations of the Bank ranking on a parity with the Securities, shall be entitled to be paid from the remaining assets of the Bank the unpaid principal of, and the unpaid premium, if any, and interest on, the Securities or such other obligations before any payment or other distribution, whether in cash, property, or otherwise, shall be made on account of any capital stock or any obligations of the Bank ranking junior to the Securities.

Rights of the Comptroller

Notwithstanding any other provisions of the Securities, including sections relating to subordination, events of default and covenants of the Bank, it is expressly understood and agreed that the Comptroller or any receiver or conservator of the Bank appointed by the Comptroller

shall have the right in the performance of its legal duties, and as part of any transaction or plan of reorganization or liquidation designed to protect or further the continued existence of the Bank or the rights of any parties or agencies with an interest in, or claim against, the Bank or its assets, to transfer or direct the transfer of the obligations of the Securities to any bank or bank holding company selected by such official which shall expressly assume the obligation of the due and punctual payment of the unpaid principal of, and interest and premium, if any, on the Securities and the due and punctual performance of all covenants and conditions of the Securities and the completion of such transfer and assumption shall serve to supersede and void any default, acceleration or subordination which may have occurred, or which may occur due or related to such transaction, plan, transfer or assumption, pursuant to the provisions of the Securities, and shall serve to return the Holder to the same position, other than for substitution of the obligor, it would have occupied had no default, acceleration or subordination occurred, except that any interest and principal previously due, other than by reason of acceleration, and not paid shall, in the absence of a contrary agreement by the Holder, be deemed to be immediately due and payable as of the date of such transfer and assumption, together with interest from its original due date at the rate provided for herein.

If any Security is held by a depository institution, such depository institution hereby waives any right of setoff it may have with respect to the obligation of the Bank evidenced by the Security to the extent required by capital regulations applicable to the Bank.

Event of Default

An "Event of Default" with respect to the Securities shall occur only if the Bank shall consent to, or a court or other governmental agency shall enter a decree or order for, the appointment of a receiver, liquidator, trustee or other similar official in any liquidation, insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding with respect to the Bank or all or substantially all of its property, and, in the case of a decree or order, such decree or order shall have remained in force for a period of 60 days.

If an Event of Default shall occur and be continuing, the Holder of the global note representing the Securities may declare the principal of the Securities, together with any unpaid accrued interest thereon, to be due and payable immediately by written notice to the Bank and upon such declaration and notice such principal amount and accrued interest shall become immediately due and payable, PROVIDED, HOWEVER, THAT NO ACCELERATED PAYMENT MAY BE MADE WITHOUT OBTAINING (i) ANY REQUIRED APPROVAL OF THE COMPTROLLER AND (ii) THE WRITTEN APPROVAL OF THE SUPERINTENDENT. There is no right of acceleration in the case of a default in the payment of interest on the Securities or the performance of any other obligation of the Bank under the Issuing and Paying Agency Agreement or contained herein. Any Event of Default with respect to the Securities may be waived by the Holder of the global note representing the Securities.

The Bank will promptly notify, and provide copies of any such notice of the occurrence or the curing of an Event of Default to, the Issuing and Paying Agent, and the Issuing and Paying Agent will promptly mail by first class mail, postage prepaid, copies of such notice to the holders of the Securities, upon the occurrence of an Event of Default or of the curing of an Event of Default.

Merger; Consolidation

Nothing contained herein shall prevent any consolidation or merger of the Bank with any other corporation, national banking association or other legal entity (collectively, "corporation") or shall prevent any sale, conveyance, transfer or lease of the property of the Bank to any other corporation, provided, however, that any such consolidation, merger, sale or conveyance shall be upon the condition that: (i) the newly-formed corporation, or the corporation to which such sale or conveyance shall have been made, shall not be in default in the performance, or observance of any of the terms of the Securities to be observed or performed by the Bank; and (ii) the surviving corporation (if other than the Bank), or the corporation to which such sale or conveyance shall have been made, shall be a corporation organized under the laws of the United States or any state thereof or the District of Columbia and shall expressly assume the obligations for the payment of the principal and interest on the Securities. In case of any such consolidation, merger, sale, conveyance, transfer or lease, and upon the assumption by the successor corporation of the performance of all the covenants in the Securities to be performed or observed by the Bank, such successor corporation shall succeed to the Bank with the same effect as if it had been named in the Securities as the Bank and thereafter except in the case of a lease, the predecessor corporation shall be relieved of all obligations and covenants in the Securities and may be liquidated and dissolved.

Guarantee

Payment of the principal of and interest on the Securities is irrevocably and unconditionally guaranteed by The Toronto-Dominion Bank, acting through its head office in Toronto, Ontario (the "Guarantor"), a Canadian chartered bank, pursuant to the Guarantee dated as of September 20, 2005 and attached hereto (the "Guarantee"). Acceleration of the maturity of the Securities shall not affect or accelerate the liability of the Guarantor with respect to payment of the principal amount of the Securities. Payment of the outstanding principal and interest in respect of the Securities shall only be accelerated and be immediately due and payable under the Guarantee if the Guarantor becomes bankrupt or insolvent. The Guarantee will constitute subordinated indebtedness of the Guarantor within the meaning of the *Bank Act* (Canada).

Miscellaneous

The Securities will not be subject to any sinking fund.

The Securities shall initially be represented by one or more permanent global certificates registered in the name of the The Canadian Depository for Securities Limited ("Depository") or its nominee. Beneficial interests represented by the global certificate are exchangeable for certificated Securities in registered form, of like tenor and of an equal aggregate principal amount, only if (x) the Depository notifies the Bank that it is unwilling or unable to continue as Depository for the Securities or if at any time the Depository ceases to be recognized by the Ontario Securities Commission as a "clearing agency" pursuant to the Securities Act (Ontario), and a successor depository is not appointed by the Bank within 60 days, (y) the Bank in its sole discretion determines not to have such beneficial interests represented by the global certificate representing the Securities or (z) an Event of Default shall have happened and be continuing or an event shall have happened and be continuing which, after notice or lapse of time, or both,

would become an Event of Default with respect to the Securities. Any Security representing such beneficial interests that is exchangeable pursuant to the preceding sentence shall be exchangeable in whole for certificated Securities in registered form, of like tenor and of an equal aggregate principal amount, in minimum denominations of CDN\$250,000 and integral multiples of CDN\$1,000 in excess thereof. Such certificated Securities shall be registered in the name or names of such person or persons as the Depository shall instruct the Security Registrar (as defined below).

In case any Security shall at any time become mutilated, destroyed, lost or stolen and such Security or evidence satisfactory to the Bank of the loss, theft or destruction thereof (together with indemnity satisfactory to the Issuing and Paying Agent and the Bank and such other documents or proof as may be required by the Issuing and Paying Agent and the Bank) shall be delivered to the Issuing and Paying Agent and the Bank, a new Security of like tenor will be issued by the Bank in exchange for the Security so mutilated, or in lieu of the Security so destroyed or lost or stolen. All expenses and reasonable charges associated with procuring the indemnity referred to above and with the preparation, authentication and delivery of a new Security shall be borne by the holder of the Security so mutilated, destroyed, lost or stolen. If any Security which has matured or is about to mature shall become mutilated, destroyed, lost or stolen, the Bank may, instead of issuing a substitute Security, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Security) upon compliance by the holder thereof with the provisions of this paragraph.

The Bank shall cause to be kept at the office of the Security Registrar designated below a register (the register maintained in such office or any other office or agency of the Bank in the Place of Payment herein referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Bank shall provide for the registration of the Securities and of transfers of the Securities. The Bank has initially appointed the Issuing and Paying Agent "Security Registrar," pursuant to the Issuing and Paying Agency Agreement, for the purposes of registering the Securities and transfers of the Securities as herein provided.

The transfer of the Securities is registrable in the Security Register, upon surrender of the Securities for registration of transfer at the office or agency of the Bank in the Place of Payment, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Bank and the Issuing and Paying Agent duly executed by, the holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge (other than any cost of delivery) shall be made for any such registration of transfer or exchange, but the Bank may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of a Security for registration of transfer, the Bank, the Issuing and Paying Agent and any agent of the Bank or the Issuing and Paying Agent may treat the person in whose name the Security is registered as the owner for all purposes, whether or not the Security is overdue, and neither the Bank, the Issuing and Paying Agent nor any such agent shall be affected by notice to the contrary.

No recourse shall be had for the payment of principal or interest on the Securities, for any claim based hereon, or otherwise in respect of the Securities, against any (i) shareholder (other than the Guarantor, in its capacity thereof), employee, agent, officer or director, as such, past, present or future, of the Bank or any successor corporation, or (ii) the Issuing and Paying Agent or any shareholder (other than the Guarantor, in its capacity thereof), director, officer, agent, employee or representative of the Issuing and Paying Agent, or any successor to the Issuing and Paying Agent.

No provision of the Securities shall alter or impair the obligation of the Bank, which is absolute and unconditional, to pay the principal of and interest on the Securities at the times, place and rate, and in the coin or currency, herein prescribed.

Any money that the Bank pays to the Issuing and Paying Agent for the purpose of making payments on the Securities and that remains unclaimed two years after the payments were due will, at the Bank's request, be returned to it. After that time the Holder can only look to the Bank for payment on the Securities.

Any consent or waiver given by the Holder of the global certificate representing the Securities shall be conclusive and binding upon such Holder and upon all future Holders of the global certificate representing the Securities and of any Security issued upon the registration of transfer of the global certificate representing the Securities or in exchange herefor or in lieu of the global certificate representing the Securities, whether or not notation of such consent or waiver is made upon the global certificate representing the Securities.

Subject to any required regulatory approvals, the Bank may, without the consent of the holders of the Securities, create and issue additional securities ranking equally with the Securities and otherwise similar in all respects (except for the issue date and issue price) so that such further securities shall be consolidated and form a single series with the Securities.

All notices under the Securities shall be in writing and in the case of the Bank addressed c/o TD Bank, 1701 Route 70 East, Cherry Hill, New Jersey 08034 (Attention: Treasurer) or to such other address of the Bank as the Bank may notify the Issuing and Paying Agent and the holders of the Securities and in the case of the Issuing and Paying Agent addressed 79 Wellington Street West, 8th Floor, Toronto, Ontario M5K 1A2, (Attention: Assistant Vice President, Corporate Trust) or to such other address of the Issuing and Paying Agent as the Issuing and Paying Agent may notify the holders of the Securities. All notices to the Holder of the global certificate representing the Securities will be given by first-class mail to the address of the Holder as it appears in the Security Register.

Governing Law

The Securities shall be governed by and construed in accordance with the laws of the State of New York.

September 13, 2005