

The following are additional terms for the TD Canada Trust SECURITY GIC PLUS*. These terms supplement the Confirmation of Investment, the Financial Services Terms Booklet and the (Registered Plan) Terms and Conditions for Guaranteed Investment Certificates (GICs) and Term Deposits, as applicable. 594996 (0608) (1)

1. TD Canada Trust Security GIC Plus and Flexi-Retirement Income Options (RIO - consisting of RIF, LIF, LRIF and PRIF):

The Security GIC Plus cannot be held within a TD Canada Trust Flexi-RIO. If your TD Canada Trust Retirement Savings Plan (RSP) contains a Security GIC Plus at the time your RSP is converted to a TD Canada Trust Flexi-RIO, we shall redeem the GIC on that date. The proceeds will be equal to the Principal, as defined below, plus accrued interest up to the date of redemption at the interest rate set out in your Confirmation of Investment (the "Confirmation"). No Bonus Interest Return, as defined below, shall be payable. We shall purchase a TD Canada Trust GIC of our choice in the amount of the proceeds for your TD Canada Trust Flexi-RIO.

2. Bonus Interest Return for TD Canada Security GIC Plus is linked to the following:

Bonus Interest Return linked to the combined performance of the S&P/TSX Banks Index and the S&P/TSX Capped Utilities Index with a 50% weighting to each index.

3. Calculating Total Interest Return:

The TD Canada Trust Security GIC Plus is issued by TD Mortgage Corporation. The "Issuer" is indicated on your Confirmation. Total Interest Return consists of : 1) Guaranteed Minimum Interest Return and 2) Bonus Interest Return, if any. Total Interest Return shall not be greater than the Maximum (the "Maximum") as set out in the Confirmation and shall not be less than the Guaranteed Minimum Interest Return.

- 1) Guaranteed Minimum Interest Return is set out in your Confirmation.
- 2) Bonus Interest Return

You may receive a Bonus Interest Return at Maturity, which is calculated by multiplying:

- the Principal; by
- the Return, as set out below, if such Return is greater than the Guaranteed Minimum Interest Return; and
- subtracting the Guaranteed Minimum Interest Return

For purposes of calculating the Bonus Interest Return, "Return" is the sum of the following:

- (i) the difference, if any, expressed as a percentage, between the Closing Level (CL) and the Opening Level (OL) of the S&P/TSX Banks Index, multiplied by 50%; and
- (ii) the difference, if any, expressed as a percentage, between the Closing Level (CL) and the Opening Level (OL) of the S&P/TSX Capped Utilities Index, multiplied by 50%.

The OL is the closing level of the applicable index two business days after issue date. The CL is the closing level of the applicable index one business day prior to maturity date. The determination of the OL and CL is exclusive of dividends payable on securities listed in any "linked" index. Bonus Interest Return does not accrue and cannot be calculated prior to maturity.

A business day refers to a day on which trading business is conducted on The Toronto Stock Exchange.

4. Total Interest Return Is Payable at Maturity:

Total Interest Return will be paid at maturity and will comprise the Guaranteed Minimum Interest Return and the Bonus Interest Return, if any. If the Total Interest Return is greater than the Guaranteed Minimum Interest Return, you will receive your Principal and the Total Interest Return up to the Maximum. If the Total Interest Return is equal to or less than the Guaranteed Minimum Interest Return, you will receive your Principal and the Guaranteed Minimum Interest Return.

5. Miscellaneous:

- You will receive an annual tax receipt reflecting the interest earned during each calendar year over the term of your investment based on the Guaranteed Minimum Interest Return. After maturity of the Term, you will receive a tax receipt reflecting the Total Interest Return which will comprise the Guaranteed Minimum Interest Return for that year and the Bonus Interest Return, if any.
- Past performance of an index does not guarantee future performance.
- If, in the opinion of the Issuer or its professional advisors, acting reasonably any index does not fairly represent the performance of the market intended to be reflected by the index, due to material market disruption or any other circumstance or occurrence of a material nature, or if any index is no longer available, the Issuer may, acting reasonably, adjust the value or weighting of an index, or substitute or add another index for the purpose of calculation of the Bonus Interest Return on the GIC.
- The TD Canada Trust Security GIC Plus is not redeemable prior to maturity except in the event of death. Any redemption prior to maturity in any other circumstance is subject to approval by TD Canada Trust and to an early redemption penalty. Such penalty will be applied against the Principal and will result in you receiving less than the Principal. No Bonus Interest Return is payable in the event of any redemption prior to maturity.
- The TD Canada Trust Security GIC Plus may be suitable for you depending on your level of risk tolerance and your liquidity needs. You should consider whether and how this product meets your needs and risk tolerance to determine whether this product is suitable for you.
- The information contained herein is available upon request at any time prior to or after the GIC has been issued. This information is available on our website and also in written format upon request.
- If you enquire at any time about the performance of the index or indices to which the Bonus Interest Return on your GIC is linked, information regarding the last available measure, before the day of your request, of such index or indices and how that measure is related to the interest payable under the GIC is available upon request at your branch.

6. Additional Terms and Conditions Pertaining To Telephone Sales of the TD Canada Trust Security GIC Plus:

- If you purchase the TD Canada Trust Security GIC Plus over the telephone and do not receive at the time of purchase this TD Canada Trust Security GIC Plus Disclosure Statement, you may rescind the purchase within 48 hours of actual or deemed receipt of a Disclosure Statement.
- You are, by law, deemed to have received the Disclosure Statement five business days after the postmark date of such statement when sent by us. Upon the exercise of the rescission right, TD Canada Trust will refund to you the Principal, if any, deposited pursuant to the purchase and any fees relating to the purchase that you have paid.

7. Additional Terms and Conditions pertaining to electronic sales of the TD Canada Trust Security GIC Plus:

- If you purchase the TD Canada Trust Security GIC Plus over the internet, you will receive this Disclosure Statement electronically prior to your purchase. You may rescind the purchase within 48 hours of making the purchase. Upon the exercise of the rescission right, TD Canada Trust will refund to you the Principal, if any, deposited pursuant to the purchase and any fees relating to the purchase that you have paid.

I/We consent to provision of this Disclosure Statement at the time of GIC purchase. I/We acknowledge receipt of oral disclosure of: (1) the term of the GIC; (2) how I/we will receive the Principal and the Total Interest Return at maturity; (3) the maturity date of the GIC; and (4) the information contained in sections 3, 4 and 5 of this Disclosure Statement.

X _____ Date: _____

X _____ Date: _____

(1) "The S&P 500 Index", "Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500" and "500" are trade-marks of The McGraw-Hill Companies, Inc. TSX is a trade-mark of the Toronto Stock Exchange. These marks have been licensed for use by The Toronto-Dominion Bank. The Security GIC Plus is not sponsored, endorsed, sold or promoted by Standard & Poor's or the Toronto Stock Exchange, and neither makes any representation, warranty or condition regarding the advisability of investing in these products.