

SUPPLEMENTAL TRUST INDENTURE

THIS AGREEMENT made as of the 22 day of April, 2008.

AMONG: CIBC MELLON TRUST COMPANY
("Indenture Trustee")

AND: THE CANADA TRUST COMPANY, as predecessor issuer trustee
a trust company amalgamated under the laws of Canada,
("Canada Trust")

AND: COMPUTERSHARE TRUST COMPANY OF CANADA, as successor
issuer trustee
a trust company incorporated under the laws of Canada,
("Computershare").

WHEREAS the trust indenture made as of July 9, 1999 between Golden Credit Card Trust by Canada Trust as issuer trustee, CIBC Mellon Trust Company as Indenture Trustee ("Trust Indenture"), provides for the evidence of succession to the issuer trustee;

AND WHEREAS Canada Trust and Computershare represent that Computershare acquired substantially all of the corporate trust services business of Canada Trust pursuant to an asset purchase agreement, dated February 26, 2007, and pursuant thereto Canada Trust agreed to transfer to Computershare the appointment as issuer trustee under the Declaration of Trust;

AND WHEREAS the aforementioned transaction closed on April 30, 2007 ("**Closing Date**");

AND WHEREAS pursuant to a supplemental declaration of trust, made as of April 22, 2008 ("Supplemental Declaration of Trust") Computershare was appointed as the successor issuer trustee (the "**Appointment**") and all such requirements under the Declaration of Trust for succession have been satisfied;

AND WHEREAS to give effect to the foregoing, Canada Trust, as predecessor issuer trustee is , to be discharged from its obligations under the Trust Indenture, and transfers to Computershare all of its rights, powers and obligations as issuer trustee under the Trust Indenture;

AND WHEREAS the parties wish to execute this Agreement, in accordance with section 13.01(g) of the Trust Indenture, to evidence and provide for the succession of Computershare as issuer trustee to take effect as of the date first written above (the "**Transfer Date**").

NOW THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:

1. Canada Trust provided written notice as per Article 5.01 of the Declaration of Trust of its resignation as issuer trustee on April 22nd, 2008, and all conditions required under the Declaration of Trust have been satisfied.
2. Canada Trust hereby transfers and assigns to Computershare, as successor issuer trustee, all the estates, properties, rights, powers, covenants, responsibilities, liabilities and obligations (“**Rights**”) of Canada Trust arising or existing under and pursuant to the Trust Indenture, and any related document, agreement or instrument to which Canada Trust is a party in its capacity as issuer trustee, by operation of law, or otherwise in order to vest in Computershare, as successor issuer trustee, all such Rights of Canada Trust in the same manner and to the same extent as if Computershare had been originally named as issuer trustee pursuant to the Trust Indenture.
3. The parties hereby acknowledge and agree that Canada Trust shall not be responsible for any obligations or liabilities relating to or arising in respect of the Trust Indenture on or after the Transfer Date. For greater certainty, the terms of this Appointment shall not release Canada Trust of any of its obligations or liabilities under the Trust Indenture which arose prior to the Transfer Date.
4. Canada Trust has transferred and delivered to Computershare and Computershare has accepted all of Canada Trust’s right, title and interest in (a) any and all books and records in printed format and where it is reasonably practicable, in electronic format relating exclusively to the Declaration of Trust and (b) any and all cash, shares, stocks, bonds and other property that were held by Canada Trust, as issuer trustee, in connection with the Trust Indenture.
5. Any and all notices delivered to the successor issuer trustee should be sent to the address as follows:

Head office of the Trust:

Computershare Trust Company of Canada
9th Floor, North Tower
100 University Avenue
Toronto, Ontario. M5J 2Y1
Attention: Manager, Corporate Trust
Fax: 416-981-9777
6. Notwithstanding any of the foregoing, the resignation, discharge, appointment, transfers, assignments and other agreements provided for herein will not be effective unless this Agreement has been executed by all parties hereto.
7. Each party hereto agrees to execute upon the original instrument, by facsimile or in counterparts, or any combination thereof and deliver all such documents and instruments and do such other acts as may be reasonably necessary or advisable to give effect to the terms hereof.

8. This Agreement is supplemental to the Trust Indenture and shall be read in conjunction therewith. Except only insofar as the same may be inconsistent with the express provisions of this Agreement, all of the provisions of the Trust Indenture shall apply to and shall have effect in the same manner as if they and the provisions of this Agreement were contained in one instrument.
9. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
11. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trust Indenture.

In witness whereof this Agreement has been duly executed by the parties hereto as of the date first above written.

THE CANADA TRUST COMPANY

By: "Mary Allan"
Name: Mary Allan
Title: Authorized Signatory

COMPUTERSHARE TRUST COMPANY OF CANADA

By: "Ruby Garcha"
Name: Ruby Garcha
Title: Professional, Corporate Trust

By: "Mircho Mirchev"
Name: Mircho Mirchev
Title: Professional, Corporate Trust

CIBC MELLON TRUST COMPANY, as Indenture Trustee

By: "Eugenia Petryea"
Name: Eugenia Petryea
Title: Account Manager

By: "Denice M. Elleston"
Name: Denice M. Elleston
Title: Associate Manager