

THIS RESIGNATION AND APPOINTMENT AGREEMENT is made as of 28th day of February, 2025,

AMONG: **CIBC MELLON TRUST COMPANY**, a trust company existing under the laws of Canada (“**CIBC Mellon**”), as existing Indenture Trustee

AND: **BNY TRUST COMPANY OF CANADA**, a trust company existing under the laws of Canada (“**BNY**”), as successor Indenture Trustee

AND: **GOLDEN CREDIT CARD TRUST by COMPUTERSHARE TRUST COMPANY OF CANADA**, its successor issuer trustee, who acquired the trust business of TD Bank on May 1, 2007 (the “**Issuer**”)

WHEREAS pursuant to an asset purchase agreement dated April 1, 2010 (the “**Sale Agreement**”) BNY acquired substantially all of the corporate trust services business of CIBC Mellon, and pursuant thereto, CIBC Mellon agreed, *inter alia*, to transfer to BNY the trusts, rights, powers and obligations of CIBC Mellon in its capacity as the Indenture Trustee as set out in the TRUST INDENTURE dated July 9, 1999 between the Issuer, and the Indenture Trustee (as may have been amended, supplemented, restated or otherwise modified to the date hereof, collectively the “**Indenture**”);

AND WHEREAS CIBC Mellon wishes to resign as Indenture Trustee pursuant to Section 12.12 of the Indenture, and in so doing, also wishes to resign as paying agent and registrar under the Indenture;

AND WHEREAS the Issuer is prepared to waive the notice requirements of Section 12.12 of the Indenture and accept CIBC Mellon’s resignation as the Indenture Trustee, paying agent and registrar under the Indenture, all supplemental indentures delivered thereunder and all other Assigned Agreements (as defined below) and wishes to appoint BNY as the successor Indenture Trustee under the Assigned Agreements pursuant to Section 12.12 of the Indenture and the successor registrar and paying agent pursuant to Section 12.12 of the Indenture;

AND WHEREAS the Issuer wishes to acknowledge and agree to CIBC Mellon's resignation as the Indenture Trustee, paying agent and registrar under the Assigned Agreements and to the appointment of BNY as the successor Indenture Trustee, paying agent and registrar under the Assigned Agreements.

AND WHEREAS BNY has agreed to accept the appointment as successor Indenture Trustee, paying agent and registrar under the Assigned Agreements pursuant to terms of the Indenture;

AND WHEREAS in connection with and in furtherance of the Sale Agreement and this Agreement, CIBC Mellon further wishes to expressly assign all of its rights, powers and benefits under the Assigned Agreements and BNY wishes to expressly assume the obligations, covenants and liabilities of CIBC Mellon under such Assigned Agreements.

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:

ARTICLE I. DEFINED TERMS

Section 1.01 Unless otherwise defined in this Agreement capitalized terms shall have the meanings given to them in the Indenture.

"Assigned Agreements" means, collectively, the Indenture, all supplemental indentures delivered thereunder and all other documents relating thereto to which CIBC Mellon as former Indenture Trustee is a party (including, without limitation, the deed of hypothec executed by the Issuer and CIBC Mellon, as former Indenture Trustee, on July 9, 1999 before Me Catherine Bolduc, notary, under her minute number 133 (the **"Deed of Hypothec"**), which was registered in the Québec Register of Personal and Movable Real Rights (the **"RPMRR"**) under number 99-0110329-0001 (as amended from time to time, the **"Québec Registration"**)).

ARTICLE II. RESIGNATION AND APPOINTMENT

Section 2.01 CIBC Mellon hereby provides written notice pursuant to Section 12.12 of the Indenture of its resignation as Indenture Trustee, paying agent and registrar and is hereby

discharged as Indenture Trustee, paying agent and registrar and from all further duties and liabilities under the Indenture and the other Assigned Agreements effective as of the date hereof.

1. The Issuer hereby accepts CIBC Mellon's resignation and waives the 60-day notice period as set out in Section 12.12 of the Indenture.
2. The Issuer hereby appoints BNY as the successor Indenture Trustee, paying agent and registrar under the Assigned Agreements and BNY hereby accepts such appointment pursuant to Section 12.12 of the Indenture effective as of the date hereof. The parties confirm that the Rating Agencies have been duly notified of such resignation and the resulting appointment of BNY.

ARTICLE III. ASSIGNMENT AND ASSUMPTION

Section 3.01 CIBC Mellon hereby sells, assigns, transfers and conveys to BNY, and BNY hereby acquires and accepts, all of CIBC Mellon's right, title and interest in, to and under the Assigned Agreements and all of its rights, powers and benefits thereunder, in each case, to the same extent and with the same force and effect as if BNY was named party to the Assigned Agreements in the place and stead of CIBC Mellon.

Section 3.02 BNY hereby assumes, from and after the date hereof, and agrees to be bound by and to perform, all obligations, covenants and liabilities of CIBC Mellon as Indenture Trustee, paying agent and registrar under the Assigned Agreements, arising on and after the date hereof, in each case, to the same extent and with the same force and effect as if BNY was named party to the Assigned Agreements in the place and stead of CIBC Mellon.

Section 3.03 The Issuer hereby accepts this Agreement as evidence of the appointment of BNY as successor Indenture Trustee, paying agent and registrar under the Assigned Agreement and acknowledges and agrees that no further document(s) or amendment(s) to the Indenture or any of the other Assigned Agreements or any other act, deed or conveyance are required to evidence such resignation and appointment (other than, in respect of the Deed of Hypothec, (i) a Deed of Replacement of Indenture Trustee (the "**Replacement Deed**"), in the form attached hereto as Schedule A, to be signed before a Québec notary by all parties to this Agreement following their execution and delivery of this Agreement, and (ii) the registration in the RPMRR of an amendment

to the Québec Registration in order to reflect the replacement of CIBC Mellon by BNY, as the secured party under such registration).

Section 3.04 Each party acknowledges that, upon the execution of this Agreement and the Replacement Deed, CIBC Mellon will hereby immediately vacate the office of the Indenture Trustee, paying agent and registrar and that all of the estates, monies, properties, rights, powers, duties, responsibilities and trusts arising or existing under and pursuant to the Indenture and each other Assigned Agreement will immediately be assigned and delivered to and vest in BNY, as successor Indenture Trustee, paying agent and registrar, as if BNY had been originally named as Indenture Trustee, paying agent and registrar pursuant to the Indenture and each other Assigned Agreement. From and after the date hereof, each party agrees that each reference in the Assigned Agreements to CIBC Mellon in its capacity as Indenture Trustee, paying agent and registrar is and shall be deemed, without the need of any act, deed, agreement, writing or formality of any kind, to be a reference to BNY (or if BNY changes its name following the date hereof, such new name) in its capacity as Indenture Trustee, paying agent and registrar and except for the matters provided for herein, each Assigned Agreement remains in full force and effect and unamended, and is hereby ratified and confirmed in all respects.

Section 3.05 Each party hereto acknowledges and agrees that CIBC Mellon shall not be responsible for any obligations or liabilities relating to or arising in respect of the Indenture or any other Assigned Agreement on or after the date hereof. For greater certainty, the terms of this Agreement shall not release CIBC Mellon from any of its obligations or liabilities under the Indenture or any other Assigned Agreement which arose prior to the date hereof.

Section 3.06 CIBC Mellon has transferred and delivered to BNY and BNY has accepted all of CIBC Mellon's right, title and interest in any and all existing books and records in printed format and where it is reasonably practicable, in electronic format relating exclusively to the Indenture and the other Assigned Agreements; and any and all cash, shares, stocks, bonds and other collateral that were held by CIBC Mellon, as Indenture Trustee, in connection with the Assigned Agreements.

Section 3.07 The Issuer and/or BNY Mellon, in its capacity as successor Indenture Trustee, paying agent and registrar under the Assigned Agreements shall send notice of its appointment to those requisite parties to the extent required under the terms of the Indenture.

Section 3.08 Any and all notices delivered to the successor Indenture Trustee (including in its capacity as paying agent and registrar) should be sent to the address as follows:

BNY Trust Company of Canada
1 York Street, 6th Floor
Toronto, Ontario
M5J 0B6
Attention: Corporate Trust Administration
E-mail: csmtoronto@bnymellon.com

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.01 BNY hereby represents and warrants to the Issuer:

- (a) it is not bankrupt or insolvent and is able to exercise its duties under the Assigned Agreements; and
- (b) there is no material conflict of interest in its acting as fiduciary under the Indenture; and
- (c) it is authorized to carry on the business of a trust company in each of the provinces and Territories of Canada as may be necessary to enable it to act as trustee, paying agent and registrar under the Indenture and the other Assigned Agreements; and
- (d) the execution, delivery, and performance by BNY of this Agreement and the other Assigned Agreements and thereby the matters contemplated hereby are within the powers of BNY and have been duly authorized by all necessary action on the part of BNY and do not contravene any law or contractual restriction binding on or affecting BNY.

ARTICLE V. MISCELLANEOUS

Section 5.01 This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereby attorns to the jurisdiction of the courts of the Province of Ontario, in the City of Toronto.

Section 5.02 This Agreement shall become effective as of the date hereof and shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

Section 5.03 If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other provision contained therein and each provision of this Agreement is deemed to be separate and distinct.

Section 5.04 This Agreement may be executed in counterparts and by way of electronic signature, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by facsimile or electronic transmission (including PDF) shall be as effective as delivery of an originally executed signature page by such party.

Section 5.05 Each party shall do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, deeds, mortgages, transfers, and assurances as are reasonably required for the purpose of accomplishing and effecting the intention of this Agreement, including, without limitation, executing and delivering the Replacement Deed before a Québec notary promptly following the execution and delivery of this Agreement.

Section 5.06 This Agreement is not intended to effect any novation of any obligations or any security therefor and shall not be construed as effecting any novation. The parties to this Agreement acknowledge and agree that the hypothec constituted by the Deed of Hypothec is expressly reserved and shall remain in full force and effect.

Section 5.07 This Agreement is supplemental to the 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 Indenture shall apply to and shall have the same affect in the same manner as if they and the provisions of this Agreement were contained in one instrument.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first above written.

CIBC MELLON TRUST COMPANY

By: "Denice Elleston"

Name: Denice Elleston

Title: Vice President

BNY TRUST COMPANY OF CANADA

By: "Denice Elleston"

Name: Denice Elleston

Title: Vice President

**GOLDEN CREDIT CARD TRUST by its issuer
trustee COMPUTERSHARE TRUST
COMPANY OF CANADA**

By: "Amy Hilowle"

Name: Amy Hilowle

Title: Corporate Trust Officer

By: "Ashley Hayward"

Name: Ashley Hayward

Title: Corporate Trust Officer

IN ACKNOWLEDGMENT OF this Agreement which has been duly executed by the parties hereto as of the date first above written.

**ROYAL BANK OF CANADA, in its capacity as
Administrative Agent of Golden Credit Card
Trust**

By: “Jason Drysdale”

Name: Jason Drysdale

Title: Executive Vice-President and
Treasurer

By: “Rajneesh Sharma”

Name: Rajneesh Sharma

Title: Vice-President & Head, Term
Funding and Capital Management

SCHEDULE A
REPLACEMENT DEED

Attached

DEED OF REPLACEMENT OF INDENTURE TRUSTEE

On this ● day of ●, ● (●),

B E F O R E

Mtre ●, the undersigned Notary for the Province of Québec, practising in the City of Montréal,

A P P E A R E D:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company organized under the *Trust and Loan Companies Act* (Canada) having its registered head of office at 100 University Avenue, 8th floor, South Tower, Toronto, Ontario M5J 2Y1, and acting in its capacity as trustee of **GOLDEN CREDIT CARD TRUST** (being the successor in such capacity of TD Trust Company), a trust established under the laws of Ontario pursuant to a declaration of trust dated March 31, 1999, as amended and restated and otherwise modified from time to time, having a place of business at 100 University Avenue, 8th floor, South Tower, Toronto, Ontario M5J 2Y1, herein represented by ●, as ●, and by ●, as ●, both duly authorized pursuant to By-Law n°4 and a resolution from the Board of Directors dated ●, ●, a certified copy or duplicate of which being hereto annexed to the original hereof, after having been acknowledged true and signed for identification by the said representatives in the presence of and with the undersigned Notary;

(the “**Trust**”)

OF THE FIRST PART

A N D:

CIBC MELLON TRUST COMPANY, a trust company incorporated under the *Trust Companies Act* (R.S.C. 1985, c. T-20), which act has been repealed and replaced by the *Trust and Loan Companies Act* (S.C., 1991, c. 45) having its principal place of business at 1 York Street, 6th Floor, Toronto, Ontario, M5J 0B6, and a place of business at 1 York Street, 6th Floor, Toronto, Ontario, M5J 0B6 herein acting and represented by ●, its ●, and ●, its ●, both duly authorized as they so declare;

(the “**Resigning Indenture Trustee**”)

OF THE SECOND PART

A N D:

COMPUTERSHARE ADVANTAGE TRUST OF CANADA, a trust company existing under the *Trust and Loan Companies Act* (Canada),

having a place of business at 88A East Beaver Creek Road, Richmond Hill, Ontario, L4B 4A8 (formerly known as BNY Trust Company of Canada), as Indenture Trustee (as defined in the Trust Indenture referred to below), herein acting and represented by ●, its ●, and ●, its ●, both duly authorized as they so declare, and notice of its address having been registered at the Register of Personal and Movable Real Rights under number 043951;

(the “**Successor Indenture Trustee**”)

OF THE THIRD PART

RECITALS

- A. On July 9, 1999, the Trust and the Resigning Indenture Trustee entered into a trust indenture (such trust indenture, as amended, supplemented or otherwise modified from time to time, the “**Trust Indenture**”).
- B. On July 9, 1999, the Trust and the Resigning Indenture Trustee executed a deed of hypothec (the “**Deed of Hypothec**”) before Mtre Catherine Bolduc, notary, under her minute number 133, which was published in the Register of Personal and Movable Real Rights under number 99-0110329-0001, which registration has since amended from time to time.
- C. On February 28, 2025, the Resigning Indenture Trustee, the Successor Indenture Trustee and the Trust entered into a resignation and appointment agreement (the “**Resignation and Appointment Agreement**”) pursuant to which (i) the Resigning Indenture Trustee resigned as Indenture Trustee (as defined in the Trust Indenture), (ii) the Trust appointed the Successor Indenture Trustee as successor Indenture Trustee, and (iii) the Successor Indenture Trustee accepted such appointment.
- D. Section 7.10 of the Deed of Hypothec contemplates that the rights of Indenture Trustee (as defined therein) shall benefit any successor thereof.
- E. The parties wish to execute this Deed in order to replace the Resigning Indenture Trustee with the Successor Indenture Trustee under the Deed of Hypothec.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Resigning Indenture Trustee is hereby replaced as Indenture Trustee (as defined in the Deed of Hypothec) and “*fondé de pouvoir*” under the Deed of Hypothec by the Successor Indenture Trustee, and the Successor Indenture Trustee hereby succeeds to all of the rights and obligations of the Resigning Indenture Trustee under the Deed of Hypothec, all in accordance with the Resignation

and Appointment Agreement and section 7.10 of the Deed of Hypothec.

2. This Deed is not intended to effect any novation of any obligations or any security therefor and shall not be construed as effecting any novation. The parties to this Deed acknowledge and agree that the hypothec constituted by the Deed of Hypothec is expressly reserved and remains in full force and effect.
3. Each party hereto agrees to execute and deliver all such documents and instruments and do such other acts as may be necessary or advisable to give effect to the terms hereof.
4. This Deed is supplemental to the Deed of Hypothec and must be read in conjunction therewith.
5. The parties hereto have agreed that this Deed, as well as any notice, document or instrument relating to it be drawn up in English only.
Les parties aux présentes ont convenu que le présent acte ainsi que tout autre avis, acte ou document s'y rattachant soient rédigés en anglais seulement.
6. This Deed is governed by, and shall be construed, in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

WHEREOF ACT:

DONE AND PASSED at the City of Montréal, this ● (●) day of ● ● (●) and of record in the office of the undersigned Notary, under the minute number ____ .

And, after the parties declared that they have taken cognizance of these presents and exempted the undersigned Notary from reading same or causing same to be read, the said authorized representatives of the Trust, the Resigning Indenture Trustee and the Successor Indenture Trustee signed these presents in the presence of the said Notary who has also signed.

COMPUTERSHARE TRUST COMPANY OF CANADA, as trustee of **GOLDEN CREDIT CARD TRUST**, as the Trust

By: ●
Name: ●
Title: ●

By: ●
Name: ●
Title: ●

CIBC MELLON TRUST COMPANY, as Resigning Indenture Trustee

By: ●
Name: ●
Title: ●

By: ●
Name: ●
Title: ●

**COMPUTERSHARE ADVANTAGE
TRUST OF CANADA**, as Successor
Indenture Trustee

By: ●
Name: ●
Title: ●

By: ●
Name: ●
Title: ●

●

●, Notary