

SUPPLEMENTAL DECLARATION OF TRUST

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

AMONG: **ROYAL BANK OF CANADA**
 ("Administrative Agent")

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 amended and restated declaration of trust made as of March 31, 1999 establishing Golden Credit Card Trust ("**Declaration of Trust**"), provides for the replacement of the issuer trustee;

AND WHEREAS the administration agreement made as of March 31, 1999 appointed Royal Bank of Canada as the Administrative Agent;

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 Article 5.01 of the Declaration of Trust provides that the issuer trustee may tender its resignation by giving 60 days' written notice of its intention to resign to the Administrative Agent, and the indenture trustee, and rating agencies;

AND WHEREAS to give effect to the foregoing, Canada Trust, as issuer trustee, desires and hereby notifies all required parties, in accordance with the terms of the Declaration of Trust, of its intention to resign as issuer trustee and to be discharged from its obligations thereunder, and to transfer to Computershare all of its rights, powers and obligations as issuer trustee under the Declaration of Trust;

AND WHEREAS the Administrative Agent and indenture trustee have accepted such resignation and the Administrative Agent is prepared to appoint Computershare as successor issuer trustee and Computershare will accept such appointment, pursuant to Article 5.03 of the Declaration of Trust (the "**Appointment**");

AND WHEREAS the parties wish to execute this Agreement, in accordance with Article 5 of the Declaration of Trust, to evidence and provide for the Appointment of (and acceptance by) 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 is hereby discharged as issuer trustee under the Declaration of Trust effective as of and on the Transfer Date.
2. The Administrative Agent hereby appoints Computershare as the successor issuer trustee and Computershare hereby accepts the Appointment pursuant to Article 5.03 of the Declaration of Trust.
3. Computershare hereby represents and warrants to the trust and the Administrative Agent that it is a corporation authorized to carry on the business of a trust company in each of the provinces and territories of Canada.
4. Canada Trust hereby transfers and assigns to Computershare, as successor issuer trustee, all the estates, properties, rights, powers, responsibilities, liabilities and obligations (“**Rights**”) of Canada Trust arising or existing under and pursuant to the Declaration of Trust, 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 Declaration of Trust.
5. The Administrative Agent hereby acknowledges and agrees that Canada Trust shall not be responsible for any obligations or liabilities relating to or arising in respect of the Declaration of Trust 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 Declaration of Trust which arose prior to the Transfer Date.
6. 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 Declaration of Trust.
7. 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

8. 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.
9. 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.
10. This Agreement is supplemental to the Declaration of Trust 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 Declaration of Trust 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.
11. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
13. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Trust.

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

ROYAL BANK OF CANADA, as Administrative Agent

By: "James Salem"
Name: James Salem
Title: Assistant Treasurer & Vice-President

By: "Janice Fukakusa"
Name: Janice Fukakusa
Title: Chief Financial Officer