

**FOURTH SUPPLEMENTAL TO THE AMENDED AND RESTATED
DECLARATION OF TRUST**

THIS AGREEMENT made as of the 3rd day of February 2026.

AMONG: **CANADIAN IMPERIAL BANK OF COMMERCE**, in its capacity as Financial Services Agent (the “**Financial Services Agent**”)

AND: **COMPUTERSHARE ADVANTAGE TRUST OF CANADA** (formerly known as BNY Trust Company of Canada), a trust company amalgamated under the laws of Canada, in its capacity as Indenture Trustee (the “**Indenture Trustee**”)

AND: **MONTREAL TRUST COMPANY OF CANADA**, a trust company amalgamated under the laws of Canada (“**Montreal Trust**”), in its capacity as predecessor issuer trustee (the “**Predecessor Issuer Trustee**”)

AND: **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company incorporated under the laws of Canada (“**Computershare**”), in its capacity as successor issuer trustee (the “**Issuer Trustee**”)

WHEREAS the declaration of trust that established CARDS II Trust (the “**Trust**”) made as of August 30, 2004, as amended and restated as of September 14, 2004, and supplemented by a first supplemental to the amended and restated declaration of trust dated as of January 22, 2008, a second supplemental to the amended and restated declaration of trust dated as of April 15, 2010 and a third supplemental to the amended and restated declaration of trust dated as of January 23, 2015 (collectively, “**Declaration of Trust**”), provides for the replacement of the issuer trustee;

AND WHEREAS the amended and restated financial services agreement was made as of February 8, 2008, appointed Canadian Imperial Bank of Commerce as the Financial Services Agent;

AND WHEREAS Montreal Trust has agreed to transfer to Computershare the appointment as issuer trustee under the Declaration of Trust;

AND WHEREAS Article 5 of the Declaration of Trust provides that, the issuer trustee may tender its resignation by giving sixty days’ written notice (or such shorter period of notice as the Financial Services Agent, the Indenture Trustee and the Rating Agencies may agree to) of its intention to resign to the Financial Services Agent, the Indenture Trustee and the Rating Agencies;

AND WHEREAS to give effect to the foregoing, Montreal Trust desires and hereby notifies the Financial Services Agent and the Indenture Trustee, in accordance with 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 Financial Services Agent and the Indenture Trustee are each prepared to accept such resignation and the Financial Services Agent is prepared to appoint Computershare as successor issuer trustee under the Declaration of Trust, and Computershare will accept such appointment, pursuant to Article 5 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. Montreal Trust hereby provides written notice as per Article 5 of the Declaration of Trust of its resignation as issuer trustee and is hereby discharged as issuer trustee under the Declaration of Trust effective as of and on the Transfer Date.
2. Effective as of and on the Transfer Date, the Financial Services Agent and the Indenture Trustee hereby accept Montreal Trust’s resignation and waive the sixty-day notice period required under the Declaration of Trust.
3. The Financial Services Agent hereby appoints Computershare as the successor issuer trustee and Computershare hereby accepts the Appointment pursuant to Article 5 of the Declaration of Trust and shall become fully vested with all the rights, power, duties and obligations of its predecessor thereunder, with the like effect as if originally named as issuer trustee thereunder.
4. The Indenture Trustee hereby accepts Computershare’s appointment as the successor issuer trustee.
5. Computershare hereby represents and warrants to the Trust, the Financial Services Agent and to the Indenture Trustee that it is a federally incorporated trust company licensed to carry on business in all provinces and territories of Canada and which is resident in Canada for purposes of the *Income Tax Act* (Canada), as the same may be amended, restated or re-enacted from time to time, and has a combined capital and surplus of at least \$50,000,000.
6. Montreal Trust, in its capacity as issuer trustee, hereby transfers and assigns to Computershare, as successor issuer trustee, all the estates, properties, rights, powers, debts, duties, undertakings, responsibilities and obligations (“**Liabilities**”) of Montreal Trust arising or existing under and pursuant to the Declaration of Trust, and any document, agreement or instrument to which Montreal 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 Liabilities of Montreal Trust, in its capacity as issuer trustee, 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.
7. Computershare agrees to assume Montreal Trust’s obligations as issuer trustee of the Trust under the Programme Agreements, and under any other document, agreement or instrument to which Montreal Trust is a party in its capacity as issuer trustee of the Trust.
8. All parties hereby acknowledge and agree that Montreal Trust shall not be responsible for any Liabilities relating to or arising in respect of the Declaration of Trust on or after the Transfer Date, including, without limitation, any Liabilities that may arise pursuant to Computershare’s administration of its role as successor issuer trustee on or after the Transfer Date. The terms of this Appointment shall not release Montreal Trust of any Liabilities under the Declaration of

Trust which arose prior to the Transfer Date. For greater certainty, Computershare in its capacity as successor issuer trustee shall not be liable for any Liabilities arising out of any act or omission on the part of Montreal Trust acting as issuer trustee that occurred prior to the Transfer Date.

9. Montreal Trust has and will transfer and deliver to Computershare all of Montreal 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 held by Montreal Trust, as issuer trustee, in connection with the Declaration of Trust. Such transfer, deliveries and acceptances shall be made as soon as practicable upon, after, or in anticipation of, the Transfer Date as may be agreed between Montreal Trust and Computershare.
10. Any and all notices delivered to the successor issuer trustee should be sent to the new head office, chief executive office, chief place of business and situs of administration of the Trust, which is at the following address:

Computershare Trust Company of Canada
320 Bay Street, 14th Floor
Toronto, Ontario M5H 4A6
Attention: Manager, Corporate Trust
11. 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.
12. Each party hereto agrees to execute 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. This Agreement and any such documents and instruments may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date as of the date first written above. Counterparts may be executed manually or by electronic means (including by portable document format (pdf) or any electronic signature complying with applicable law, e.g., www.docusign.com) and delivered by electronic mail or other form of electronic transmission, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
13. 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.
14. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

16. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Trust.

[Remainder of page intentionally left blank]

