

COMPUTERSHARE TRUST COMPANY OF CANADA
in its capacity as trustee of
EVERGREEN CREDIT CARD TRUST

- and -

BNY TRUST COMPANY OF CANADA,
in its capacity as Indenture Trustee

FIRST INDENTURE SUPPLEMENT

Dated as of June 1, 2018

to the

SERIES 2018-1 INDENTURE SUPPLEMENT

Dated as of April 5, 2018

THIS FIRST INDENTURE SUPPLEMENT dated as of June 1, 2018,

BETWEEN:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company amalgamated under the laws of Canada, in its capacity as trustee of **EVERGREEN CREDIT CARD TRUST**

- and -

BNY TRUST COMPANY OF CANADA, a trust company under the laws of Canada, in its capacity as indenture trustee

WHEREAS Computershare Trust Company of Canada, in its capacity as trustee of Evergreen Credit Card Trust (the “**Trust**”), and BNY Trust Company of Canada (the “**Indenture Trustee**”) have entered into a trust indenture dated as of May 9, 2016 (the “**Trust Indenture**”) as supplemented by a series 2018-1 indenture supplement dated as of April 5, 2018 (the “**Series 2018-1 Supplement**”);

AND WHEREAS the parties hereto wish to amend the Series 2018-1 Supplement in accordance with the terms of this First Indenture Supplement;

AND WHEREAS this First Indenture Supplement is being entered into in accordance with Section 10.02(j) of the Trust Indenture and prior notice thereof has been sent to each applicable Note Rating Agency;

AND WHEREAS the Class B Notes and the Class C Notes are the only Classes of Notes affected by this First Indenture Supplement and the sole Holder of Class B Notes and the Class C Notes, CDS & Co., has provided its written consent with respect to this First Indenture Supplement;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Except as otherwise defined herein, all capitalized terms used in this First Indenture Supplement that are defined, either directly or by reference therein, in the Series 2018-1 Supplement shall have the meanings ascribed to them in the Series 2018-1 Supplement, unless the context otherwise requires.

ARTICLE 2 AMENDMENTS TO SERIES 2018-1 SUPPLEMENT

Section 2.1 Amendment to Section 4.02. Section 4.02 of the Series 2018-1 Supplement is hereby amended by:

- (1) deleting the first paragraph of clause (b) of Section 4.02 in its entirety and replacing it with the following:

“The amount of monthly interest (“**Class B Monthly Interest**”) distributable from the Collection Account with respect to the Class B Notes on any Payment Date shall be an amount equal to the product of (i) 1/12, (ii) the Class B Note Interest Rate and (iii) the Outstanding Dollar Principal Amount of the Class B Notes as of the close of business on the immediately preceding Record Date; provided that with respect to the first Payment Date, the Class B Monthly Interest will be Cdn. \$107,632.”; and

- (2) deleting the first paragraph of clause (c) of Section 4.02 in its entirety and replacing it with the following:

“The amount of monthly interest (“**Class C Monthly Interest**”) distributable from the Collection Account with respect to the Class C Notes on any Payment Date shall be an amount equal to the product of (i) 1/12, (ii) the Class C Note Interest Rate and (iii) the Outstanding Dollar Principal Amount of the Class C Notes as of the close of business on the immediately preceding Record Date; provided that with respect to the first Payment Date, the Class C Monthly Interest will be Cdn. \$75,309.”.

ARTICLE 3 MISCELLANEOUS PROVISIONS

Section 3.1 Ratification of Agreements. As amended by this First Indenture Supplement, the Series 2018-1 Supplement to the Indenture is in all respects ratified and confirmed and the Series 2018-1 Supplement, as so supplemented and as amended by this First Indenture Supplement, shall be read, taken and construed as one and the same document.

Section 3.2 Governing Law. This First Indenture Supplement shall be construed in accordance with and shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 3.3 Counterparts. This First Indenture Supplement 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 document.

- remainder of this page left intentionally blank -

IN WITNESS WHEREOF the parties hereto have executed this First Indenture Supplement as of the day and year first above written by their duly authorized signatories.

COMPUTERSHARE TRUST COMPANY OF CANADA, not in its individual capacity but solely as trustee of EVERGREEN CREDIT CARD TRUST

By: Fiona Koch

Name: **Fiona Koch**
Title: **Corporate Trust Officer**

By: Ann Samuel

Name: **Ann Samuel**
Title: **Associate Trust Officer**

BNY TRUST COMPANY OF CANADA, as Indenture Trustee and not in its individual capacity

By: _____

Name:
Title:


IN WITNESS WHEREOF the parties hereto have executed this First Indenture Supplement as of the day and year first above written by their duly authorized signatories.

COMPUTERSHARE TRUST COMPANY OF CANADA, not in its individual capacity but solely as trustee of EVERGREEN CREDIT CARD TRUST

By: _____
Name:
Title:

By: _____
Name:
Title:

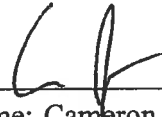
BNY TRUST COMPANY OF CANADA, as Indenture Trustee and not in its individual capacity

By:  _____
Name: Elizabeth Stern
Title: Authorized Signing Officer

Acknowledged and Accepted:

**EVERGREEN FUNDING LIMITED
PARTNERSHIP**, by its managing general
partner, **EVERGREEN GP INC.**, as Transferor

By:

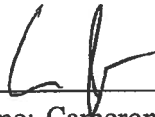


Name: Cameron Joynt

Title: Vice President

THE TORONTO-DOMINION BANK, as
Servicer and Administrator

By:



Name: Cameron Joynt

Title: Associate Vice President